

by the Association shall be binding upon all unit co-owners.

7. Surplus: It shall be presumed that the first monies disbursed in payment of costs or repair and restoration shall be from the Insurance proceeds, and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the co-owners who are beneficial owners of the funds.

8. Certificate: The Insurance Trustee may rely upon a Certificate of the Association certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association shall forthwith deliver such Certificate.

9. Plans and Specifications: Any repair and restoration must be substantially in accordance with the Plans and Specifications for the original building.

10. Association's Power to Compromise Claims: The Association is hereby irrevocably appointed Agent for each Unit co-owner, for the purpose of comprising and settling claims arising under Insurance Policies and to execute and deliver Releases therefor, upon the payment of claims.

C. WORKMEN'S COMPENSATION POLICY: The Association shall obtain Workmen's Compensation insurance to meet the requirements of the laws of the State of South Carolina.

XX.

REMEDIES

In the event of any default by any Unit co-owner under the provisions of the Act, Deed, By-Laws or rules and regulations of the Association, the Association shall have and all of the rights and remedies which may be provided for in the Act (except as otherwise provided in the Deed or By-Laws), Deed, By-Laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting unit co-owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such Unit