

Association, including funds on hand from any source in excess of expenses incurred), shall be owned by the Owners of all Units in the same proportion as the undivided interest in General Common Elements Elements appurtenant to each Co-owner's Unit; and may be utilized or distributed only as provided herein. Except for distributions of insurance proceeds in certain cases as herein provided, any distribution of Common Surplus which shall be made to the then Co-owners of Units in accordance with their percentage interest in Common Surplus as declared above. The decision to distribute Common Surplus must be approved by vote of two-thirds of the eligible votes of Unit Co-owners.

XVII.

TERMINATION

Except for fire or other casualty or disaster (in which event this Master Deed may be terminated by the Board of Directors as provided in Article XIII, Section 4(c)), this Master Deed and Regime may only be terminated by the unanimous consent of all of the Co-owners of all Units and all of the Parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Regime shall be by such plan as may be then adopted by the Association and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Master Deed and Regime shall be executed in writing by all of the aforesaid parties, and such instrument shall be recorded in the R.M.C. Office for Greenville County, South Carolina.

Termination of the Master Deed shall not relieve Co-Owner of Units from responsibilities assumed by the Association under contracts for maintenance of the grounds in the Property and the Association's pro rata share of expenses of maintenance of the grounds, roads, etc in Swansgate.

XVIII.

AMENDMENT OF MASTER DEED

This Master Deed may be amended at any regular or special meeting