

11. Percentage of Undivided Interest in Common Elements Appurtenant to Each Dwelling. The undivided interest in common elements appurtenant to each dwelling at each stage of development is that percentage of undivided interest which is set forth and assigned to each dwelling in that certain Schedule which is annexed hereto and expressly made a part hereof as Exhibit B.

12. Easement for Air Space. The owner of each dwelling shall have an exclusive easement for the use of the air space occupied by said dwelling as it exists at any particular time and as said dwelling may lawfully be altered to reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

13. Administration of Creek Villas (A Condominium) Homeowners Association, Inc. To efficiently and effectively provide for the administration of a condominium by the owners of dwellings, a non-profit South Carolina corporation, known and designated as Creek Villas Homeowners Association, Inc. shall be organized, and said corporation shall administer the operation and management of the condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Master Deed, and in accordance with the terms of the Articles of Incorporation of Creek Villas Homeowners Association, Inc., hereinafter referred to as the Association, and by-laws of said corporation. A true copy of the Articles of Incorporation and By-Laws of said Association are annexed hereto and expressly made a part hereof as Exhibits C. The owner or owners of each dwelling shall automatically become members of the Association upon his, their or its acquisition of an ownership interest in title to any dwelling and its appurtenant undivided interest in common elements, and the membership of such owner or owners shall terminate automatically upon each owner or owners being divested of such ownership interest in the title of such dwelling, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any dwelling shall be entitled, by virtue of such lien, mortgage, or other encumbrance, to membership in the Association, or to any of the rights of privileges of such membership. In the administration of the operation and management of the condominium, said association shall have and is hereby granted the authority and power to enforce the provisions of this Master Deed, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the dwellings and common elements, as the Board of Directors of the Association may deem to be in the best interests of the condominium.

14. Residential Use Restriction Applicable to Dwellings. Each dwelling is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees; provided, however, that so long as Coker Builders, Inc., shall retain any interest in the condominium, it may utilize a dwelling or dwellings of its choice from time to time for sales offices or other usage for the purpose of selling dwelling

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