

Notwithstanding anything contained herein, the Developer, its successors or assigns, may, without the consent of the dwelling owners, at any time prior to the 1st day of September, 1989, amend the Master Deed in the manner set forth in Paragraph 3 so as to subject the Phase II property to the provisions of the Master Deed and the Horizontal Property Act of South Carolina so as to make the Phase II property an integral part of Creek Villas Horizontal Property Regime. Any such amendment shall together with this Master Deed contain all of the particulars required by the said Horizontal Property Act of South Carolina and from and after the recording of such amendment Creek Villas Horizontal Property Regime shall include all of said Phase II property as appropriate. The Phase II dwellings are to be of similar design as those dwellings in Phase I. The designation of each apartment number and its appropriate interest in the common elements as set forth in Exhibit B which is attached hereto and made a part and parcel hereof. It is not contemplated that the common elements which may be submitted in Phase II will substantially increase the proportionate amount of the common expense payable by existing dwelling owners.

30. Remedies In Event of Default. The owner or owners of each dwelling shall be governed by and shall comply with the provisions of this Master Deed, and the Articles of Incorporation and the By-Laws of Association and its rules and regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the owner or owners of any dwelling shall entitle Association or the owner or owners of other dwelling or dwellings to the following relief:

A. Failure to comply with any of the terms of this Master Deed or other restrictions and regulations contained in the Articles of Incorporation, By-Laws of Association, or its rules and regulations, shall be grounds for relief which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof and which relief may be sought by Association or, if appropriate, by an aggrieved owner of a dwelling.

B. The owner or owners of each dwelling shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a dwelling or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies or rights of subrogation.

C. In any proceeding arising because of an alleged default by the owner of any dwelling, the Association, if successful, shall be entitled to recover the costs of the proceedings, and such reasonable attorney's fees as may be determined by the Court, but in no event shall the owner of any dwelling be entitled to such attorney's fees.