

OR REPLACE (IN THE GRANTOR'S DISCRETION) ANY PORTION OF THE UNIT (EXCEPT FIXTURES, ACCESSORIES AND APPLIANCES COVERED BY SEPARATE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DEALERS OR INSTALLATION CONTRACTORS) WHICH ARE DEFECTIVE AS TO MATERIALS OR WORKMANSHIP. THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER CONTRACTURAL OBLIGATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND THE GRANTOR DISCLAIMS ALL OTHER CONTRACTURAL OBLIGATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE. THE LIABILITY OF THE GRANTOR IS EXPRESSLY LIMITED TO SUCH REPAIR OR REPLACEMENT AND THE GRANTOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, REGARDLESS OF WHETHER SUCH DAMAGES ARE CLAIMED TO RAISE OUT OF THE LAW OF CONTRACT, TORT OR NEGLIGENCE, OR PURSUANT TO STATUTORY ADMINISTRATIVE REGULATION.

The Grantee, for himself, herself or themselves and on behalf of their heirs, devisees, personal representatives, successors, and assigns, by the acceptance of this deed, and by joining in the execution of same:

(1) Covenant and agree to pay such charges for maintenance of, repair of, replacement of, and expenses incurred in connection with, the common elements, as may be assessed from time to time by the Condominium Home Owners Association, in accordance with the Master Deed and By-Laws;

(2) Further covenant and agree that the residence unit conveyed by this deed shall be subject to a charge for all amounts so assessed, and that this covenant shall run with and bind the land or residence unit hereby conveyed and all subsequent owners thereof;

(3) Irrevocably appoint the directors of the Home Owners Association and each of them, his due and lawful attorney in fact with full power substituting for purposes of negotiating, settling and otherwise dealing in all respects with (i) all insurers of the regime in the event of damage, destruction or other causes, and (ii) any condemning authority in the event of any taking under the power of a condemnation or eminent domain;

(4) The grantee shall be bound by all terms and conditions of the Master Deed and exhibits, and particular obligations to pay assessments levied against the Grantee and their above described apartment unit from time to time by the Association;

(5) The limited warranty contained in the Master deed of Creek Villas, establish the sole liability with respect to defects in the apartment unit and the remedies available in regard thereto;