

existing COMMON OPEN SPACE, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON OPEN SPACE, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DEVELOPER owns any portion of the subject PROPERTY, DEVELOPER shall have the right to make any additions, alterations or improvements to the COMMON OPEN SPACE as may be desired by DEVELOPER in its sole discretion from time to time, at DEVELOPER'S expense.

Section 2. ZERO LOT LINE MAINTENANCE AND EASEMENTS.

A. An exclusive easement for the unintentional encroachment by any building, UNIT or other improvements on a LOT or the Common Open Space upon any other LOT or the Common Open Space caused by or resulting from the original construction of improvements or the repair or replacement of same, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching building, UNIT or other improvement, to the extent of such encroachment.

B. Maintenance of a ZERO LOT LINE WALL shall be the obligation of the OWNER of the ZERO LOT LINE WALL. The OWNER shall have an easement over the adjacent LOT, as set forth in Paragraph "C" herein, in order to maintain said ZERO LOT LINE WALL. In no event shall any OWNER cut a window or any opening in the ZERO LOT LINE WALL. Nor shall any OWNER make any structural changes in the ZERO LOT LINE WALL, including, but not limited to, change of paint color, without the express written approval of the ASSOCIATION. In the event the BOARD shall determine that the ZERO LOT LINE WALL has been damaged by the adjacent LOT OWNER, that OWNER shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the BOARD. In the event such repair is not so accomplished by said adjacent OWNER, within thirty (30) days, unless extended by the BOARD, the ASSOCIATION shall have the right at reasonable times to enter the adjacent LOT to effect such repair, and the cost thereof shall be charged to the adjacent LOT OWNER, and if not paid in a timely manner, shall become a lien on such adjacent LOT.

C. DEVELOPER hereby grants to each LOT OWNER with a ZERO LOT LINE WALL, a maintenance easement into the LOT or COMMON OPEN SPACE contiguous to the ZERO LOT LINE WALL for the maintenance of said ZERO LOT LINE WALL, and any wing wall attached thereto. The easement shall be four (4) feet in width, shall be immediately contiguous to the ZERO LOT LINE WALL, and if the easement is on a LOT rather than on COMMON OPEN SPACE, shall run the length of the LOT on which the easement exists. No improvements shall be constructed in the easement area which would block access to the ZERO LOT LINE WALL and wing wall, if any, or which would in any way interfere with easement holders' ability to maintain the ZERO LOT LINE WALL and wing wall, if any, except that a fence or wall may be constructed by the DEVELOPER across the easement area so long as a door is constructed in such wall or fence to give access to the holder of the easement. If the door is constructed outside of the easement area, the holder of the easement shall have a further easement to gain access to the door and from the door to the easement area. The LOT OWNER in whose favor the easement exists shall have the right to enter upon the easement area in order to perform work relating to the maintenance of the ZERO LOT LINE WALL and wing wall.

D. Easements are hereby reserved for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON OPEN SPACE and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON OPEN SPACE as may from time time be paved and intended for such purposes, same being for the use and benefit of the OWNERS of the PROJECT, and their tenants, guests and invitees.

E. The COMMON OPEN SPACE shall be, and the same is hereby declared to be, subject to a perpetual nonexclusive easement in favor of all OWNERS in the PROJECT from time to time, and their tenants, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

F. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, are hereby reserved over and across all roads existing from time to time within the PROJECT, and

over, under, on and across the COMMON OPEN SPACE, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the PROJECT. Also, easements are hereby reserved as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the PROJECT, including but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. However, easements affecting any LOT which serve any other portion of the PROJECT shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the OWNER of the LOT. An OWNER shall do nothing on his LOT which interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each LOT and UNIT to inspect, maintain, repair or replace the utility service facilities contained under the LOT and to remove any improvements interfering with or impairing the utility services or easement herein reserved; provided such right of access shall not unreasonably interfere with the OWNER's permitted use of the LOT and, except in the event of an emergency, entry into any UNIT shall be made with reasonable notice to the OWNER.

G. DEVELOPER (so long as it owns any LOTS) and the ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON OPEN SPACE in favor of the OWNERS in the PROJECT and their tenants, guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the PROJECT in favor of the ASSOCIATION and/or the OWNERS in the PROJECT and their tenants, guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the DEVELOPER or the ASSOCIATION may deem desirable for the proper operation and maintenance of the PROJECT, or any portion thereof, or for the health, safety or welfare of the OWNERS, or for any other reason or purpose. So long as such additional easements will not unreasonably and adversely interfere with the use of LOTS for dwelling purposes, no joinder of any OWNER or any mortgagee of any LOT shall be required or, if same would unreasonably and adversely interfere with the use of any LOT for dwelling purposes, only the joinder of the OWNERS and INSTITUTIONAL LENDERS of LOTS so affected shall be required. To the extent required, all OWNERS hereby irrevocably appoint DEVELOPER and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

H. DEVELOPER reserves and shall have an easement over, upon, across and under the PROJECT as may be reasonably required in connection with the development, construction, sale and promotion of the PROJECT or any portion thereof.

Section 3. DELEGATION OF USE. Any OWNER may delegate, in accordance with the appropriate BY-LAWS, his right of enjoyment to the COMMON OPEN SPACE, to the members of his family, his tenants or contract purchasers who reside on the Property.

Section 4. PERMITTED USES. The COMMON OPEN SPACE shall be restricted such that it shall be maintained as open space for the recreation, use and benefit of the OWNERS and their tenants, guests and invitees, subject to the terms of this DECLARATION, and subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON OPEN SPACE or contained in the deed conveying the COMMON OPEN SPACE to the ASSOCIATION, including, without limitation, easements and rights-of-way for the construction, operation and maintenance of utility services and drainage facilities, and subject to any rules and regulations adopted by the ASSOCIATION. The COMMON OPEN SPACE shall not be used for any commercial or industrial use except as herein described.

Section 5. CONVEYANCE OF COMMON OPEN SPACE. Those parcels of COMMON OPEN SPACE which are now subject to this Declaration shall be conveyed to the ASSOCIATION by the DEVELOPER prior to the time the first UNIT is conveyed to an OWNER by the DEVELOPER.

Those parcels of COMMON OPEN SPACE located in an annexed parcel of land shall be conveyed to the ASSOCIATION by the DEVELOPER prior to the time the