

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

first UNIT in that particular annexed parcel is conveyed to an OWNER by the DEVELOPER.

The ASSOCIATION shall be obligated to accept such conveyances of COMMON OPEN SPACE from the DEVELOPER.

Section 6. CONVEYANCE OF COMMON OPEN SPACE BY OTHER THAN DEVELOPER. Any party other than the DEVELOPER may also convey title to any property owned by such party, or any easement or interest therein, to the ASSOCIATION as a COMMON OPEN SPACE, but the ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the PROJECT is located.

Section 7. RESTRICTIONS AND AMENDMENTS. The Declarant shall be entitled, at any time and from time to time, to plat and/or replat and/or to submit to condominium and/or to file a declaration forming a homeowners or property owners association and all or any part of the PROJECT and to file restrictions and/or amendments thereto with respect to any portion or portions of the PROJECT.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every OWNER of a UNIT or LOT which is subject to ASSESSMENT shall be a MEMBER. Membership shall be appurtenant to and may not be separated from ownership of any UNIT or LOT which is subject to ASSESSMENT.

Section 2. The ASSOCIATION shall have three (3) classes of voting membership:

Class A: Class "A" Members shall be all OWNERS of UNITS with the exception of the DEVELOPER and BUILDERS and shall be entitled to one vote for each UNIT owned. When more than one person holds an interest in any UNIT, all such persons shall be MEMBERS. The vote for such UNIT shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any UNIT.

Class B: The Class "B" Member(s) shall be the DEVELOPER, which shall be entitled to three (3) votes for each UNIT or LOT on which no Unit is constructed owned by the Developer. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or
- (b) On December 31, 1997.
- (c) At an earlier date than (a) or (b) above, at the option of Developer.

Class C: Class "C" Members shall be all Builders. Each Builder shall remain a Member so long as it owns a Unit or Lot on which no Unit is constructed. Upon the transfer of title of any Lot or Unit which is held for resale by a Builder, the Class C membership interest appurtenant to such Lot or Unit shall automatically be converted to a Class A membership interest, unless the Lot or Unit is resold to the Developer, in which case the membership shall automatically be converted to a Class B membership interest or unless the Lot, with no Unit built thereon is sold to another Builder, with the consent of Developer, in which case the membership shall not convert. Class C Members shall be entitled to one vote for each Unit or Lot on which no Unit is constructed.