

shall include the right to the movement of equipment, material and supplies across the roadways and lands of this Condominium. In the event DEVELOPER, its successor or assigns, agents, sub-contractors, suppliers or independent contractors having authority from such party causes damage to the common areas of this Condominium, reasonable wear and tear excepted, it shall be the responsibility of the party causing the damage to restore the premises to their original condition. The intent of this provision is to provide for the orderly and proper development or use of the adjacent lands hereinbefore described.

(f) Easement for Mail Service: A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all postal service.

(g) Easement for Refuse Removal: A perpetual easement is hereby granted for the operation of any vehicles, equipment and service personnel engaged in the removal of refuse as designated and approved by DEVELOPER or the Board.

5.05 Limited Common Areas:

(a) Parking Areas: Any parking area or other portion of the property allocated to parking purposes shall be part of the Common Elements and not part of any individual Unit, except on the Unit itself and the allocation of sufficient area on any Individual Grounds assigned to and made a part of any Unit for parking of automobiles provided, however, the DEVELOPER hereby reserves the right, until sale and conveyance of all Unit Ownerships, to sell and grant to any Unit Owner and to no other person the perpetual and exclusive use of a designated parking space, which exclusive use shall be deemed to be appurtenant to and pass with the title to the Unit to which appurtenant even though not expressly mentioned in the document passing title to the Unit. The DEVELOPER shall, in the event of exercise of such reserved right, give the Board notice thereof and the name of the Unit Owner to whom the DEVELOPER has granted the exclusive use, which notice shall be conclusive upon the Board and all Unit Owners as to the rights of the Unit Owner designated in such notice. Subject to the foregoing, the Board may determine to grant exclusive use and possession to designated parking stalls in any portion of the Property allocated to parking purposes to Unit Owners, and the Board may in any event prescribe such rules and regulations with respect to such Parking Areas as the Board may deem fit and may, in addition, operate any Parking Areas itself or lease any Parking Areas for operation by others upon such terms as it may deem fit. All revenue received by the Board from any said Parking Areas, less operation expenses thereof, if any, shall be applied in accordance with the By-Laws. Such exclusive use and possession given a Unit Owner or Owners shall be subject to such rules and regulations as the Board may deem fit, including the requirement that such exclusive use and possession encompass the obligation

to clean and maintain that portion of the Common Elements subject thereto as an expense of a Unit Owner rather than a Common Expense.

(b) Storage Areas: Storage areas in any Building outside of the respective Units shall be part of the Common Elements and the use thereof shall be allocated among the Unit Owners as the Board may by its rules and regulations prescribe.

(c) Individual Grounds: Individual Grounds allocated to any Unit shall be part of the Common Elements and not a part of any individual Unit, HOWEVER, each Unit Owner owning a Unit to which Individual Grounds have been allocated shall be entitled to the exclusive use and possession of the allocated Individual Grounds as set forth on the Plat of Survey attached hereto as Exhibit "A" or any amendment thereof and made a part hereof by reference. Each Unit Owner owning a Unit to which Individual Grounds have been allocated, shall be responsible for the landscaping, maintenance and appearance of the Individual Grounds, the exclusive use and possession whereof is extended hereby, including grounds care, snow and natural debris removal. A Unit Owner to which Individual Grounds have been allocated may elect to have same landscaped, maintained and cared for including grounds care, snow and natural debris removal, by the Board of the Association. In the event the Unit Owner so elects, the cost of same shall be determined by the Board and shall be an additional assessment to the assessment hereinafter provided and shall be subject to all of obligations and regulations herein contained governing the payment and collection of assessments including the right of lien provided herein. A Unit Owner shall not cause or allow any noxious weeds or plants to grow on the Individual Grounds and shall cause same to be removed when notified of the existence of same. A Unit Owner shall not plant, landscape or surface said Individual Grounds in any manner contrary to such rules and regulations as may be established by the Board of Association. A Unit Owner shall not cause or allow any obstruction on any roadway traversing the Individual Grounds and shall allow same to remain open for the free and uninterrupted movement of individuals and vehicles over the duly designated roadways.

5.06 Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.

5.07 Separate Real Estate Taxes: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in

Prior to the establishment of the Board of Directors of the Association, any approval required from said Board shall be obtained from the DEVELOPER.

(r) Window Coverings: No draperies, curtains or screening shall be used or displayed to exterior view having other than an appearance compatible to the exterior finish of the Units

(s) Motor Vehicles: No motor vehicles shall be used, stored or maintained on the real estate subject to this Declaration except pick-up trucks and standard automobiles including sedans, coupes, station wagons, convertibles, sports cars, economy cars and antique automobiles, without the prior written consent of the Board of Directors of the Unit Owners' Association and the compliance with the restrictions of record. This restriction shall not be construed to prohibit deliveries of products, moving of personal effects or service vehicles from having access to all Units during reasonable hours or in case of emergency. This restriction shall apply to all power driven vehicles including trucks, except pick-up trucks, recreational vehicles, motor homes, campers, all terrain vehicles, snowmobiles, motorcycles, mini-bikes, and the like unless specifically exempted as hereinbefore provided. Certain vehicles may be stored in the parking area specifically designated for the storage of recreational vehicles.

In the event any Unit Owner, Occupant, Guest, Invitee, Family Member, or Licensee shall dismantle or otherwise make inoperative any motorized vehicle on either the Common Elements or Individual Grounds, except for temporary and emergency repairs, and refuse to remove same within twelve (12) hours after receipt of written notice to immediately repair or remove said motorized vehicle, the Board shall have the right to enter on said Unit or Common Elements and remove therefrom said inoperative motorized vehicle. The costs of removal and storage of said vehicle shall be assessed against the Unit Owner and shall become collectable as herein provided for any assessment.

(t) Parking: Parking on the roadways shall be limited to guests, licensees and invitees only. All Unit Owners shall be required to park their vehicles on their Unit parking area as designated, or in the duly designated parking areas located elsewhere in the Condominium.

(u) Driveways: All driveways shall be surfaced and maintained at the expense of the Unit Owner. In the event any Unit Owner fails to maintain the surface of said driveway in a neat, substantial, and proper manner, the Board shall have the right to enter on the Unit where the driveway is located and make such repairs or resurfacing as shall be required. The cost of same shall be assessed and collectable from the Unit Owners as herein provided for the Collection of assessments from Owners of Units.