

guests, and lessees, such easement being a perpetual right appurtenant to residence ownership.

2. The Association shall have the power and authority to grant and to establish in, over, upon and across the common area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the property herein.

3. In the event any portion of the common elements encroaches upon any residence or any residence encroaches upon the common elements or another residence as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance, repair and replacement of the same shall exist so long as the encroachment exists.

4. Every portion of a residence which contributes to the structural support of the building shall be burdened with an easement for structural support for the benefit of all other residences within the building.

5. Every residence shall be subject to an easement for entry by the Association for the purpose of correcting, repairing or alleviating any emergency condition which arises and which endangers any residence or portion of the property herein.

6. The Association may hereafter grant easements for the benefit of the property herein, and each residence owner by acceptance of the deed to his residence, does hereby grant to the Association an irrevocable power of attorney to execute and deliver and record for and in the name of each owner such instruments as may be necessary and proper to the granting of such easements.

ARTICLE XIII
(General Provisions)

1. All provisions of this Declaration and constituent documents shall be construed to be covenants running with the land, and with every part thereof and interest therein, including, but not limited to, every residence and appurtenances thereto.

2. The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any provisions shall not impair or affect in any manner the validity or enforceability of the remaining portions thereof.

3. No provision hereof shall be deemed to have been abrogated or waived by reason of any failure to enforce same.

4. The legal estate of each residence owner will be held in fee simple.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed this 24th day of August, 1983.

In the presence of:

William C. [Signature]

Arnold E. [Signature]

SUNBELT PROPERTIES, INC.

By: Donald F. Waggoner

Donald F. Waggoner, President

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