

extent that such initial improvements actually encroach, including, without limitation, such items as overhanging eaves, gutters, downspouts, exterior storage rooms, and walls. If any encroachment shall occur subsequent to subjecting the Property to this Declaration as a result of settling or shifting of any building or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same. Every lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed eighteen (18) months following conveyance of a lot to an owner for the purpose of correcting any problems that may arise regarding grading and drainage. The Declarant, upon making entry for such purpose, shall restore the affected lot or lots to as near the original condition as practicable.

Section 3. Structural Support. Every portion of a residence which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of all other residences within the building.

Section 4. Emergencies. Every lot and 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 upon any lot or within any residence and that endangers any building or portion of the limited common area.

Section 5. Utility Units. To the extent any utility units, such as heating and/or air conditioning units, as may be located in the common area and is used for the purpose of servicing individual lots, an easement is hereby granted to the owner of said applicable lots for the purpose of ingress, egress and servicing of said utility units.

ARTICLE XII.

COVENANTS OF OWNER TO KEEP UNITS INSURED AGAINST LOSS,
TO REBUILD AND TO KEEP IN GOOD REPAIR

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