

4. Utility and drainage easements are dedicated and shown upon the Plat and each of the Lot Owners shall be entitled to utilize the same to the extent necessary to bring utilities to their respective properties.

5. The easements, rights, and privileges created and granted hereunder shall be for the benefit of and restricted solely to the Lot Owners, their respective heirs, successors and assigns, and their tenants, subtenants, customers, employees, and invitees; provided, however, that this Declaration shall in no event be construed to create any rights in or to the benefit of the general public.

6. The Owner, for himself and for the Lot Owners, reserves the right to close temporarily all or any portion of the Access and Parking Easement Areas to such extent as, in the opinion of the Owner, may be legally necessary and sufficient to prevent a public dedication thereof, or the accrual of any rights in the public generally.

7. Each Lot Owner shall, at its own expense, or at the expense of its tenants, maintain that portion of the Access and Parking Easement Areas owned by such Owner. Such maintenance shall include the payment of all utilities, taxes, and assessments, the provision of adequate lighting during business hours, and the repairing, resurfacing, restriping, maintenance, snow removal, and general cleaning thereof. Each Lot Owner shall indemnify and hold each other Lot Owner harmless from any and all liability, expense, demand, claims or judgments arising from injury to person or property occurring on the portion of the Access and Parking Easement Areas owned by such Lot Owner.

Notwithstanding the foregoing, no mortgagee or other lender who may at any time hereafter acquire title to any Lot by foreclosure of its security, the taking of a deed in lieu of foreclosure, or otherwise, shall have any personal liability or be subject to any