

A. Each residence, together with its undivided interest in the common areas and limited common area and facilities, shall for all purposes constitute real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other real property, subject to the provisions of the condominium documents.

B. Each residence owner shall be entitled to the exclusive ownership and possession of his residence, subject to the provisions of the Act and the condominium documents.

C. Each residence shall comprise the separate identified residences which are designated in Exhibits "B" & "C" in this Declaration, and Plot Plans and Floor Plans in subsequent stages.

D. The ownership of each residence shall include, and there shall pass with each residence as appurtenances thereto whether or not separately described, all of the rights, title and interest of a residence owner in the condominium property, which shall include but not be limited to:

(1) Common Area, Limited Common Area and Facilities. A residence owner's undivided percentage interest in the common area, limited common areas and facilities (General Common Elements and Limited Common Elements).

(2) Association membership. Such membership shall include the right to vote on all matters which under the Declaration (Master Deed) and By-Laws are required or authorized to be decided by residence owners. The Association shall have one class of voting membership which shall consist of all residence owners including the Sponsor. Such residence owners shall be entitled to the percentage ownership equal to the percentage share of the common area and facilities (common elements), limited common area (limited common elements) and the right to vote according to said percentage. When more than one person holds such interest in any residence, the vote for such residence shall be exercised as they among themselves determine. In no event shall more than the percentage of ownership vote be cast with respect to any residence.

(3) The residence owner's undivided percentage interest in the common area, limited common areas and facilities at any particular time shall be the percentage allocated to the respective residences as provided in the schedule attached hereto as Exhibit "E".

E. Repairs, Maintenance and Improvements. The Association shall provide exterior maintenance upon each residence as follows: stain, (or paint as the case may be), repair, replace and care for roofs, exterior building surfaces, stoops and outside steps, patios and porches; excluding, however, paint and/or stain and caulking to outside of window sills and window frames, and paint and/or stain to outside of exterior doors and porches, except as part of routine painting and staining of more than one unit. The Association shall not be responsible for the repair and replacement of windows, including locks, knobs, handles and movable parts, frames and glass nor shall the Association be responsible for the repair and replacement of doors, including locks, knobs, handles, movable parts and frames. The Association shall not be responsible for the repair, maintenance, and repair of light receptacles and hose bibs outside the unit which serve only one unit. Also, the Association shall not be responsible for painting, staining and caulking around any window or door in the event they are repaired or replaced other than in periodic repair and replacement on more than one unit. In the event that the Board of Directors shall determine that the need for maintenance or repairs by the Association as provided for in this paragraph is caused through the willful or negligent act of a residence owner, his lessee or their family, guests or invitees and not covered or paid for by insurance, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such residence owner is subject. Maintenance of a residence shall otherwise be the responsibility of the residence owner, which responsibility shall be governed by and shall include, but not be limited to, the following:

(1) Each residence owner shall maintain, repair and replace, at his expense, all portions of the residence, except for items which are the responsibility of the Association as a common expense.

All residence owners shall have the responsibility for the maintenance, repair and replacement, where applicable, for the following: