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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

REDDINGTON VILLAGE CONDOMINIUM

LICKING COUNTY, OHIO

An Expandable Condominium Development

AND

BYLAWS

OF

THE REDDINGTON VILLAGE CONDOMINIUM  
UNIT OWNERS' ASSOCIATION, INC.

DEVELOPED AND BUILT BY:

REDDINGTON VILLAGE, LLC,  
an Ohio limited liability company  
2052 Cherry Valley Road, Newark, Ohio 43055

This Instrument Prepared by:

Ronald G. Smith, Esq.  
Ulmer & Berne LLP  
600 Vine Street, Suite 2800  
Cincinnati, Ohio 45202  
(513) 698-5000

DECLARATION

Submitting the property known as Reddington Village Condominium, Licking County, Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code.

(This will certify that copies of this Declaration, together with Drawings, Bylaws and Management Agreement attached or referred to as Exhibits thereto, have been filed in the Office of the County Auditor, Licking County, Ohio)

Date: October 11, 2004.

Licking County Auditor

By: J. Terry Evans RM

Printed Name: J. Terry Evans

Title: Auditor

DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

CONDOMINIUM

This Declaration of Condominium Ownership and of Easements, Restrictions and Covenants is made at Cincinnati, Ohio, by Reddington Village, LLC, an Ohio limited liability company ("Declarant").

WITNESSETH: THAT

WHEREAS, the Declarant is the owner of Parcel No. 1 (as defined in Article I(T)) and described in Exhibit "I" attached hereto and made a part hereof; and

WHEREAS, Declarant is also the owner of the Additional Property (as defined in Article I(B)); and

WHEREAS, it is the desire and intention of the Declarant to submit Parcel No. 1 together with the buildings, structures, improvements and fixtures of whatsoever kind now or hereafter located thereon, and all rights and privileges belonging or in anyway pertaining thereto, to the provisions of the Condominium Property Act (as defined in Article I(A)); and

WHEREAS, it is the desire and intention of the Declarant to provide for the submission of the Additional Property or any portion or portions thereof, together with all buildings, structures, improvements and fixtures of whatsoever kind now or hereafter located thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Condominium Property Act; and

NOW, THEREFORE, Declarant hereby makes the following Declaration as to divisions, covenants, restrictions, limitations, conditions, easements, reservations and uses to which the Property may be put, hereby specifying that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant and each successor of Declarant who stands in the same relation to the Property or Additional Property as Declarant and its and their respective heirs, executors, administrators, successors and assigns, and all Unit Owners (as defined in Article I(Y)) together with their grantees, successors, heirs, executors, administrators, devisees, successors and assigns.

## ARTICLE I

### DEFINITIONS

The following words and terms used in this Declaration are defined as set forth in Section 5311.01, of the Ohio Revised Code, except as otherwise herein provided.

(A) "Act" means the Ohio Condominium Property Act as contained in Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

(B) "Additional Property" means the real estate, including surface and air rights, contiguous to Parcel No. 1 and described in Exhibit "2" attached hereto and made a part hereof, together with all buildings, improvements and structures now or hereafter located thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property submitted to the provisions of the Act.

(C) "Additional Property Buildings" means the buildings, structures, improvements and fixtures constructed on all or a portion of the Additional Property.

(D) "Association" means the Reddington Village Condominium Owners' Association.

(E) "Board" means the Board of Directors of the Association as the same may be constituted from time to time.

(F) "Common Elements" includes, unless otherwise provided in the Declaration, the following parts of the Condominium Property:

- (1) The real estate described in the Declaration.
- (2) All other areas, facilities, places, and structures that are not part of a Unit or are not delineated as part of a Unit in the Drawings (as defined in Article II) as well as the Limited Common Elements (as defined in Article I(Q)), including, but not limited to:
  - (a) the roadways, drives, yards, gardens and parking areas;
  - (b) easements created for the benefit of the Condominium Property;
  - (c) in general, all apparatus and installations existing for common use;
  - (d) such community facilities as may be provided for in this Declaration including, without limitation, the clubhouse and related facilities on the Property.

(e) all other parts of the Condominium Property necessary or convenient to its existence, maintenance, and safety, or normally in common use, or that have been designated as Common Elements in this Declaration or the Drawings.

(G) "Common Assessments" means assessments charged proportionately against all Units for common purposes.

(H) "Common Expenses" means those expenses designated as such in the Act or in accordance with the provisions of this Declaration, or both.

(I) "Common Losses" means the amount by which the Common Expenses during any period of time exceeds Common Assessments and Common Profits during that period.

(J) "Common Profits" means the amount by which the total income received from assessments charged for special benefits to specific Units, rents received from rentals of equipment or space in Common Elements, and any other fee, charge or income other than Common Assessments exceeds expenses allocable to the income, rental, fee or charge.

(K) "Common Surplus" means the amount by which Common Assessments collected during any period exceed Common Expenses.

(L) "Condominium" means the condominium ownership structure for the Condominium Property created pursuant to the Act.

(M) "Condominium Development" means a Condominium Property in which two or more individual dwelling Units, together, with undivided interests in the Common Elements of the Property, are offered for sale pursuant to a common promotional plan.

(N) "Condominium Instruments" means this Declaration and accompanying Drawings and Plans, the Bylaws of the Association, the Condominium Development Disclosure Statement, any contracts pertaining to the management of the Condominium Property, and all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or a Unit.

(O) "Condominium Ownership Interest" or "Ownership Interest" means a fee simple estate in a Unit, together with an appurtenant undivided interest in the Common Elements.

(P) "Condominium Property" or "Property" means Parcel No. 1, all buildings, improvements and structures now or hereafter located on Parcel No. 1, all easements, rights and appurtenances belonging to Parcel No. 1, and all articles of personal property submitted to the provisions of the Act; provided, however, when the Additional Property or any portion or portions thereof, has been added to the Condominium Property pursuant to the provisions of Article X, hereof, the term "Condominium Property" or "Property" shall also include the Additional Property, or any portion or portions thereof, together with all buildings, improvements, and structures belonging to the Additional Property, all easements, rights, and

appurtenances belonging to the Additional Property, and all articles of personal property, submitted to the provisions of the Act.

(Q) "Declaration" means this instrument.

(R) "Limited Common Elements" means the Common Elements designated in the Declaration as reserved for a certain Unit or Units to the exclusion of other Units.

(S) "Occupant" means a person or persons, natural or artificial, in possession of a Unit.

(T) "Parcel No. 1" means the real estate described in Exhibit "1", attached hereto and made a part hereof.

(U) "Parcel No. 1 Buildings" means the buildings, structures, improvements and fixtures constructed on Parcel No. 1.

(V) "Purchaser" means a person who purchases a Condominium Ownership Interest for consideration pursuant to an agreement for the conveyance or transfer of that interest for consideration.

(W) "Rules" means any rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted from time to time by the Association.

(X) "Sale of a Condominium Ownership Interest" means the execution by both parties of an agreement for the conveyance or transfer for consideration of a Condominium Ownership Interest.

(Y) "Unit" means a part of the Condominium Property consisting of one or more rooms on one or more floors of a building and designated as a Unit in this Declaration and delineated on the Drawings provided for in Section 5311.07 of the Act.

(Z) "Unit Owner" means a person who owns a Condominium Ownership Interest.

## ARTICLE II

### NAME OF CONDOMINIUM; ESTABLISHMENT OF CONDOMINIUM OWNERSHIP AND DIVISION OF CONDOMINIUM PROPERTY

The name of the Condominium shall be Reddington Village Condominium. The purpose of the Condominium Property, the Units, and the recreational and commercial facilities situated in the Condominium Property, is to establish a plan of condominium ownership for the Condominium Property. Declarant hereby submits the Condominium Property to the provisions of Chapter 5311 of the Ohio Revised Code. The Condominium Property, including the separate, detached structures thereon, containing thirty-six (36) Units, is hereby divided into thirty-six (36) separately designated and legally described freehold estates, and one freehold estate constituting the Common Elements.

To the extent possible, the particulars of the land, buildings, and other improvements, including but not limited to, the layout, location, designations and dimensions of each Unit, the layout, location and dimensions of the Common Elements and Limited Common Elements, and the location and dimensions of all appurtenant easements are shown graphically on the set of drawings attached hereto as Exhibit A, and made a part hereof (the "Drawings" or "Allotted Drawings").

(A) Units. Each Unit shall consist of:

(1) the space in the building designated by that Unit's designation on the Drawings that is bounded by the undercoated interior surfaces of the perimeter walls, the unfinished surface of the floors, and the unfinished interior surface of the ceilings, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute complete enclosure of space, and all improvements within that space. Without limiting the foregoing, each Unit shall include:

(a) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings and other perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall material;

(b) all windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs and the hardware therefore;

(c) all fixtures and appliances installed or for the exclusive use of a Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the foregoing, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any;

(d) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located which serve either the Unit or the fixtures located therein;

(e) all control knobs, switches, thermostats and electrical outlets and connection affixed to or projecting from the walls, floors, and ceilings which service either the Unit or the fixtures located therein;

(f) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; and

(g) the portion of fireplaces actually within the interior of a Unit, and fireplace events or chases;

(h) the space in the attached garage;

(i) the space in the attached screened veranda, if any; and

(j) the attic space or storage space above a Unit, and the crawl

excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

(a) any supporting element of the building contained in the interior walls;

(b) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other unit;

(c) fireplace brick chimneys, if any.

The designation, location and approximate area of all Units are shown on the Drawings. Each Unit has a direct exit to a public street or to a Common Element leading to a public street.

A narrative description of the Units is set forth Exhibit B, attached hereto and made a part hereof.

Any inconsistencies between the narrative description of the Units as set forth in Exhibit B and the Drawings shall be resolved in favor of the Drawings.

There are three (3) residential buildings with four (4) Units per building that are a part of the Condominium, for a total of twelve (12) Units. The residential buildings are of a two (2) story traditional architectural style with garage spaces adjoining at the center of each building. There are no basements. The buildings are wood frame construction on concrete slabs, with stone or brick exteriors, vinyl siding, and shingle roofs. The principal materials of which the buildings are constructed are wood, glass, concrete, brick or stone, fiberglass shingle and drywall. The residential buildings are located as shown on the Drawings.

(B) Common Elements.

(1) Description of Common Elements. The entire balance of the land and improvements thereon, including but not limited to, all exterior parking spaces, roadways, community facilities, if any, pumps, trees, lawns, gardens, pavement, wires, conduits, utility lines and ducts now or hereafter situated on the Condominium Property are hereby declared and established as the Common Elements. Unless otherwise provided by the Association, however, the care,



maintenance, repair and replacement of all or any portion of such elements or fixtures located within a Unit shall be the responsibility of the owner of the Unit.

(2) Limited Common Elements. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy to the exclusion of all others the Limited Common Elements which serve only their Unit. The Limited Common Elements with respect to each Unit shall consist of such of the following as may be construed to be Common Elements:

(a) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including the individual air-conditioning compressor for each Unit which is located outside the bounds of the Unit but which serves only the particular Unit, all other heating, air-conditioning and ventilating equipment and systems located in a Unit, thermostats and control devices, if any, and sanitary and storm sewer cleanouts located outside the bounds of a Unit but serving a particular Unit, and the structure for any of the foregoing (and space thereof), if any, located outside such Unit containing equipment serving only such Unit;

(b) All gas, electric, television antennas, if any, telephone, intercom, water or other utility or service lines, pipes, wires and conduits located outside the bounds of such Unit and which serve only such Unit;

(c) The driveway accessory to each Unit and the walkway connecting from the driveway to each Unit;

(d) All other parts of the Common Elements which serve only such Unit.

(3) Use of Common Elements. Each owner of a Unit shall own an undivided interest in the Common Elements as a tenant in common with all other such owners, and, except as otherwise limited in this Declaration and in the Bylaws of the Association ("Bylaws"), a copy of which is attached hereto as Exhibit C, each owner shall have the non-exclusive right to use the Common Elements for all purposes incident to the use and occupancy of their Unit as a place of residence and such other incidental uses permitted by this Declaration and the Bylaws. The extent of each Unit Owner's ownership in the Common Elements is expressed in percentages and such percentages shall remain constant and shall not be changed except by an amendment to this Declaration approved by all Unit Owners affected, or except by amendment to this Declaration in the manner provided in Article XI for the purpose of adding to the Condominium Property pursuant to Article X.

(4) Ownership of Undivided Interest in Common Elements. The percentage of ownership of the Common Elements attributable to the ownership interest in each Unit, together with the percentage of interest in the Association for the division of Common Expenses, Common Assessments, Common Surplus,

Common Profits and Common Losses, as hereinafter described in Article V, Section (B), of this Declaration, shall be in accordance with Exhibit D, attached hereto and made a part hereof.

The percentage of interest in the Common Elements is in the proportion that the par value of the Unit bears to the aggregate par value of all Units. For purposes of conveyance of title to Purchasers of individual Units, description by Unit number and reference to this Declaration, any amendments hereto and the Drawings and any amendments to the Drawings shall be sufficient to convey the Unit and the Ownership Interest in the Common Elements (including the Limited Common Elements) appurtenant thereto.

(5) Partition. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property is withdrawn from its terms or from the terms of any statute applicable to Condominium Ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners.

(6) Regulation and Management of Common Elements

(a) Regulation by Association. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such Rules pertaining thereto as from time to time may be adopted by the Association. Without limiting the foregoing, the Association shall have the right, but not the obligation, to promulgate Rules limiting the use of the Common Elements to members of the Association and their respective families, guests, invitees, tenants, agents and servants. Subject to the Rules, all owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other owners.

(b) Management Agreement. Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation shall be evidenced by one or more management agreements that may provide for the payment of reasonable compensation to such managing agent as a Common Expense, provided, however, that any agreement shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party without cause and without penalty on ninety (90) days written notice; shall not exceed one (1) year unless renewed by agreement of the parties for successive one (1) year periods; and shall be bona fide and commercially reasonable at the time entered into.

Notwithstanding the foregoing, unless a management agreement is renewed by a vote of the majority of the voting power of the Association, neither the Association nor the Unit Owners shall not be obligated under the provisions of any management agreement for a period which exceeds ninety (90) days subsequent to the date that the Unit Owners other than Declarant assume control of the Association.

(C) Management, Maintenance, Repairs, Alterations and Improvements.

(1) The Association.

(a) The Association shall manage the Common Elements and shall maintain and keep the same in a state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Elements, by promptly, properly and in a good and workmanlike manner, making all repairs, replacements, alterations and other improvements necessary to comply with the foregoing. The Association shall also be responsible for repairing all damage to a Unit caused by the Association, including damage caused by performance by the Association of its obligations hereunder. As provided in Article II(B)(6)(b) hereof, the Association may delegate all or any portion of its authority to discharge such responsibility to a managing agent.

(b) The Association shall also maintain, repair and replace the driveway areas within the Common Elements and shall maintain the landscaping of the Common Elements and Limited Common Elements.

(2) Unit Owner. Except as may otherwise be provided herein, the responsibility of each Unit Owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of his Unit, including, but not limited to, the roof, exterior walls and foundations, and all internal and external installations of such Unit such as appliances, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries, other than such utility facilities serving other Units, and to assume the same responsibility with respect to the Limited Common Elements belonging to his Unit. Each Unit Owner is also responsible for the maintenance, repair, and replacement of the driveway serving their Unit.

(b) Not to make any alterations within the portions of the Unit or the Common Elements, including Limited Common Elements (except as permitted by Sections (E), (F) and (G) of Article VII), which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or

impair the safety or soundness of the Units or the Common Elements without first obtaining the written consent of the Board, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association and of the person or persons for whose benefit such easement exists.

(c) Not to paint or otherwise finish, decorate or change the appearance of any portion of the exterior of a Unit without the prior written consent of the Board of the Association.

(d) To report promptly to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

(e) To perform his responsibilities in such a manner so as not unreasonably to disturb other persons residing within the Condominium Property.

(f) To maintain, repair and replace at his expense all portions of the Condominium Property which may be damaged or destroyed by reason of his own act or neglect, the act or neglect of any Occupant of his Unit, or the willful act or neglect of any invitee, licensee or guest of such Unit Owner or Occupant. Notwithstanding the foregoing obligation of the Unit Owner, the Association may, but shall not be obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an Occupant, or their invitee, licensee or guest, and charge and collect from such Unit Owner the cost and expense paid or incurred in making any such repair or replacement. If the repair or replacement is made by the Association, the cost and expense thereof shall be a lien against the Unit Owner's Ownership Interest which the Association may assert and collect in the same manner as the Association may assert and collect a lien against a Unit Owner's Ownership Interest for non-payment of his share of assessments for Common Expenses. The right of the Association to assert and collect upon a lien shall not be exclusive, but shall be in addition to all other rights and remedies available to the Association, herein, in law and in equity for recovery of the cost and expense so incurred.

(g) To pay all costs for utility services (such as, without limitation, water, gas, electricity, sewage, rubbish and trash disposal or treatment and the like) furnished to their Unit or to the Limited Common Elements designated for their use, unless any or all of such services are provided or paid for by the Association and charged to the Unit Owner as part of the Common Expenses, in which case all or any of such services so provided by the Association shall be paid for by the Unit Owner as part of his share of the Common Expenses.

(3) Rights Against Third Parties. The obligation of the Association and of Unit Owners to repair, maintain and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction, repair, alteration or improvement of the Condominium Property. The undertaking of repair, maintenance or replacement by the Association or Unit Owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee of material and workmanship for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantee or insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing its or his obligation hereunder.

### ARTICLE III

#### PROVISIONS AS TO EASEMENTS, UNITS, AND COMMON ELEMENTS

Declarant hereby creates by grant or reservation, as the case may be, in perpetuity, for its benefit and for the benefit of each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, the Association, and to any other person now having or hereafter having an interest in Parcel No. 1 and the Additional Property or any part thereof, and the respective heirs, devisees, executors, administrators, personal representatives, successors and assigns of the foregoing persons, the following nonexclusive rights and easements:

(A) Roadway, Utility and Other Easements. The right and easement to construct, install, repair, replace, relocate, operate and maintain roadways, driveways, sidewalks, water mains with service connections, storm and sanitary sewer lines, steam, electric, gas and telephone lines, conduits, and transmission and meter devices and other utilities, in, on, under and/or over the Condominium Property; the right and easement to construct, install, repair, replace, relocate, operate and maintain television cable lines and other television reception devices and security devices; the right and easement to construct, install, repair, replace, relocate, operate and maintain that portion of the heating, air-conditioning and other equipment and systems located outside of the bounds of a Unit but which serves only a particular Unit.

(B) Encroachments. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the buildings or improvements constituting a part of the Condominium Property, any part of the Common Elements shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Elements, or any part of a Unit shall encroach upon any part of any other Unit, or if by reason of the design or construction or rebuilding of the utility systems comprised within the Condominium Property any pipes, ducts or conduits serving a Unit shall encroach

upon any other Unit, easements in favor of the Unit Owner or Association, as the case may be, for the maintenance of any such encroachment are hereby established; provided, however, in no event shall a valid easement for any encroachment be created in favor of a Unit Owner if such encroachment occurred due to their willful conduct.

(C) Maintenance Easements. Easements in favor of the Association over the Units and Limited Common Elements for access as may be necessary for the purpose of maintaining the Common Elements and easements in favor of each Unit Owner over the Common Elements for access to his Unit. Easements in favor of each Unit Owner to and through the Common Elements as may be necessary for the use of water, gas, storm and sanitary sewers, electric and telephone lines, and other utilities now or hereafter existing within the walls; easements for the use of television cable lines and other television reception devices, subject to the provisions of Article VII(D) hereof; easements for the use of security alarms and other security devices.

(D) Easements Through Units and Limited Common Elements. Easements in favor of the Association through the Units and the Limited Common Elements for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the Units.

(E) Unit Owner's Right to Ingress and Egress. Each Unit Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to his Unit and to any Limited Common Elements designated for use in connection with his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

(F) Association's Right to Use of Common Area. The Declarant and the Association shall have a nonexclusive easement to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions required or permitted pursuant to this Declaration, including the right to construct and maintain in the Common Elements mechanical, maintenance and storage facilities for use by the Association.

(G) Reservation by Declarant of Easements for Ingress and Egress, Utilities and Construction. The Declarant hereby reserves unto itself or as long as the Declarant owns a Condominium Ownership Interest in the Condominium Property or Additional Property the easement and right for the benefit of and use by Declarant, and its agents, officers, directors, employees, licensees, servants, tenants, personal representatives, successors and assigns for ingress and egress by foot, automobile and otherwise and for utility and facility purposes, over, through and under the Condominium Property and any part thereof other than a Unit not owned by the Declarant. The Declarant further reserves easements over Condominium Property to establish the grade of the Additional Property and for necessary access to construct the Additional Property Buildings and other improvements upon the Additional Property.

(H) Future Easements to Others. Such easements as Declarant, or the Association if the same has been formed, from time to time may hereafter grant to others for roadway, access and utility purposes, including, but not limited to, the, right to install, lay, maintain, repair and replace roadways, water mains and pipes, storm and sanitary sewer lines, drainage ditches, gas mains, telephone wires and equipment and television and electrical cables,

conduits and wire over, under and along any portion of the Common Elements (other than Limited Common Elements), provided that it shall be a condition precedent to the use and enjoyment of any such easements that the owner or owners of land benefited thereby shall, at his, its or their expense, restore the Common Elements to the same condition as existed just prior to the installation of any such utility improvements, and provided further that the owner or owners of such benefited land shall pay their fair share of the cost and expense of repairing, replacing, relocating and operating said improvements, said fair share to be determined in accordance with the provisions of Section (K) of this Article III. Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Condominium Ownership Interest or a mortgage encumbering such Condominium Ownership Interest, as the case may be, hereby irrevocably appoints the Declarant, or the Association if the same has been formed, his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagee such easements or other instruments as may be necessary to effect the foregoing.

Each grantee of a Unit and each mortgagee in whose favor a mortgage with respect to any Unit is granted shall be subject to and have the benefit of (as the case may be) each of the easements herein provided in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) of reference to such easements.

(I) Easement Rights. The above easements are to be enjoyed in common with the grantees, their heirs, executors, administrators, successors and assigns, with the right reserved in the Declarant, its successors and assigns, to grant, assign, or convey or dedicate to public use all or a portion of the easement rights herein to one or more assignees or grantees as an appurtenance to the Condominium Property and Additional Property, without it being considered by the grantees, their heirs, executors, administrators, successors and assigns, as an additional burden on said easement and/or the Condominium Property. Any assignment, conveyance or dedication of said easement rights by the Declarant may be made at the same time or at successive times, and the residuary easement rights of the Declarant shall not cease or determine until the Declarant has no remaining interest, of record, in the Condominium Development or Additional Property. However, the rights of all assignees or grantees in the reserved easements shall remain in full force and effect.

(J) No Severance of Ownership. No owner shall execute any deed, mortgage, or other instrument affecting title to his Condominium Ownership Interest without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.