

Edgewood Townehouse Association Covenants, Conditions and Restrictions (CC&Rs)

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**1994 AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR EDGEWOOD TOWNEHOUSES**

THIS DECLARATION, made on the date hereinafter set forth by EDGEWOOD TOWNEHOUSES, hereinafter referred to as "Declarant. "

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Edgewood Townehouse Plat, County of Lane, State of Oregon, which is more particularly described as:

Tract B, Edgewood West, as platted and recorded in Book 51, Page 14, Lane County Oregon Plat Records, in Lane County, Oregon, including the plats, if any, filed heretofore within Tract B, and any subsequent plats filed on property within Tract B.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Edgewood Townehouse Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Edgewood Townehouse Replat of a portion of Tract B, "Edgewood West" as platted and recorded in Lane County, Oregon, except Lots 1 through 25 and easements, conditions and restrictions of record.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to EDGEWOOD TOWNEHOUSES, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Improved lot" shall mean any lot with a dwelling thereon.

**ARTICLE II
PROPERTY RIGHTS**

Section 1. Members' Easements of Enjoyment. Every member of the Association shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot; subject, however, to the following provisions:

- (a) The right of the Association to limit the number of guests of members permitted to use the Common Areas;

(b) The right of the Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Areas;

(c) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said Common Areas facilities for such purposes, and the rights of any mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.

(d) The right of the Association to suspend any member's voting rights and/or rights to use of any of the recreational facilities owned by the Association, for any period during which any assessment against said member's property remains unpaid; and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations.

(e) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of the membership has been recorded in the appropriate records of Lane County, Oregon, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than ninety (90) days prior to such dedication or transfer.

(f) The right of the Directors of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas by the members of the Association without unduly infringing upon the privacy or enjoyment of the owner or occupant of any part of said property, including, without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times, and reasonable regulations and restrictions regarding parking and household pets.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Rules and Regulations adopted from time to time by the Directors, the member's right of enjoyment to the Common Areas and facilities to the member's immediate family, tenants, or contract purchasers, provided they reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment

Section 2. The Association shall have one class of voting membership which shall be known as Class A. Class A members shall be all owners of lots and shall be entitled to one vote for each lot owned. When more than one person owns or holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, determine, but in no event shall there be more than one vote with respect to any lot.

Section 3. Except as otherwise limited herein, the Board of Directors of the Association shall fix the amount of the annual assessments, and may make adjustments thereto that it deems necessary or appropriate, at a level sufficient to enable as to provide for the improvement, repair, maintenance, replacement and management of the properties and to provide for service and facilities devoted to such purposes, and shall include adequate reserves for the general operation of the Association and for deferred maintenance, repair and replacement as more specifically set forth in Article VIII, and shall be for whatever other purpose(s) the Board of Directors may from time to time deem to be in the collective interest of the members.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the properties as provided for hereinafter. Said use of assessment funds shall include but not be limited to the purpose of purchasing and maintaining a living unit for the manager hired by the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Twenty-Five and No/100 Dollars (\$25.00) per month per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 4% by a vote of two-thirds (2/3) of members who are voting in person or by written proxy, at a meeting duly called for this purpose.

(b) Except as otherwise limited herein, the Board of Directors of the Association shall fix the amount of the annual assessments, and may make adjustments thereto that it deems necessary or appropriate, at a level sufficient to enable as to provide for the improvement, repair, maintenance, replacement and management of the properties and to provide for services and facilities devoted to such purposes, and shall include adequate reserves for the general operation of the Association and for deferred maintenance, repair and replacement as more specifically set forth in Article VIII, and shall be for whatever other purposes the Board of Directors may from time to time deem to be in the collective interest of the members.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by written proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the membership. No subsequent meeting shall be held more than 60 days following the preceding meeting, except in the case of a bona fide emergency.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all improved lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance to the owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot following thirty (30) days notice given to the members in advance of establishing said assessment. The annual assessment shall be fixed and commenced on January 1 of each year hereafter. Provided, however, should the Board of Directors fail to take any action to fix the amount of the assessment against each lot, then the amount of the assessment then in effect shall continue until such time as the Board of Directors changes the annual assessment amount. The due date for payment of annual assessments shall be established by the Board of Directors from time to time. Any and all such changes shall be subject to the provisions of Article IV, Sections 3, 4, 5 and 6 hereinabove.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Assessments not paid when due shall be delinquent. Any assessment not paid within 30 days after the due date shall be assessed a penalty consistent with a policy and rule adopted by the Board of Directors of the Association. Such penalty shall not exceed ten percent (10%) of the assessment.

A penalty fee shall be added for each month any assessment is delinquent.

The Association shall be entitled to perfect a lien against any owner's property that is the subject of a delinquent assessment. The Association may also pursue any available legal remedy to collect delinquent fees or assessments, and shall be entitled to recover as part of any legal process the Association's reasonable legal fees and expenses incurred in collection of such delinquent amounts. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of the member's lots.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this declaration shall be exempt from the assessments created herein: (1) all properties expressly dedicated to and accepted by a local public authority; (2) the Common Areas; and (3) all other properties owned by the Association.

Section 11. Creation of Reserve Fund.

- (a) The Association shall establish a reserve account for the maintenance, repair and/or replacement of Common property and the maintenance on each improved lot as provided for in Articles VIII and IX herein.
- (b) The reserve account will be funded by assessments against the improved lots, as provided in Sections 2 and 3 of this Article.
- (c) The amount assessed shall take into account the estimated costs of said maintenance and replacements.
- (d) The reserve account shall be established in the name of the Association. The Board of Directors shall be responsible for administering the account and making payments into it.
- (e) The account is to be used only for the purposes established in item (a) above and is to be kept separate from assessments for general maintenance. However, the Board of Directors may borrow funds from the reserve account to meet high seasonal demands on regular operating funds, or to meet other temporary expenses, which will later be repaid by special assessments or maintenance fees; provided, however, that such borrowing of reserve funds shall require the prior approval of the Association at a meeting duly called and held as provided hereinabove.
- (f) Restrictions on the use of the reserve accounts are not to be construed as prohibiting its prudent investment, subject to any constraints on investment of Association funds imposed by the Declaration, Bylaws, or Rules of the Association.
- (g) Assessments paid into the reserve account are the property of the Association and are not refundable to sellers of improved lots.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, upon recommendation of the Architectural Committee composed of three (3) members appointed by the Board. Notice of all requests for changes by members shall be given to the membership not less than thirty (30) days prior to the Board taking action to approve or disapprove of the request.

ARTICLE VI PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on or immediately adjacent to the dividing line between the lots owned by different persons shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the owners whose lots abut such wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful act or omissions. The word "use" as referred to herein means ownership of a dwelling unit or other structure which incorporates such wall or any part thereof.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by the owner's negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, in addition to any liability for consequential damages.

Section 5. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. Any dispute concerning a party wall or any provisions of this Article shall be arbitrated. Each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision shall be by a majority of all the arbitrators. The costs of arbitration shall be shared equally.

Section 7. Encroachments. If any portion of a party wall or other part of a building or structure, including but not limited to roof overhangs, porches and fireplaces, now or hereafter constructed upon said property encroaches upon any part of the Common Areas or upon the lot or lots used or designated for use by another lot owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist, and be binding upon the Declarant and upon all present and future owners of any part of

said property for the benefit of the present and future owners of such encroaching building or structure for the purpose of occupying and maintaining same; in the event a structure consisting of more than one dwelling unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Areas and in and upon each dwelling unit and lot for the benefit of the Association and the adjacent owner or owners to the extent reasonably necessary or advisable to make repairs and replacements; and minor encroachments resulting from any such repairs and/or replacements and the maintenance thereof are hereby granted and reserved for the benefit of the present and future owners thereof. The easements for encroachments herein granted and reserved shall run with the land.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by in no way affect any other provisions which shall remain in full judgment or court order shall force and effect.

Section 3. Amendments.

(a) How proposed. Amendments to the Declaration shall be proposed by either a majority of the Board of Directors or by lot owners holding thirty percent (30%) of the voting rights. A proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

(b) Approval required. Except as may otherwise be provided in the Declaration, any of the covenants, conditions and restrictions of the Declaration, except for the easements granted therein, may be amended if such amendment is approved by seventy-five percent (75%) of the members of the Association.

(c) Recordation. All amendments shall become effective when reduced to writing, executed by the appropriate Association officers and recorded in the Lane County, Oregon Official Records.

Section 4. Annexation of Additional Property. Real property in addition to that described above may be made subject to the jurisdiction of the Association, whereupon automatically it shall be included in any reference herein to "said property" or "said properties."

(a) Annexation of additional property shall require the assent of persons entitled to cast two-thirds (2/3) of the votes of members present or by written proxy (except as provided in Section (b) below) at a meeting of the Association duly called for such purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of such meeting, setting forth the purpose thereof.

(b) The presence of members or of proxies entitled to cast 60% of the votes of membership shall constitute a quorum at such meeting. If the required quorum is not forthcoming at any meeting, subsequent meetings may be called subject to the notice requirements set forth above, and the required quorum at such subsequent meeting shall be 50% of the membership. No such subsequent and successive meeting shall be held more than 50 days following the preceding meeting. If the annexation is not approved, no subsequent meeting shall be held for the purpose of annexing such property for six (6) months from the date of the last of such meetings.

Section 5. Rights of Mortgagees Relating to Maintenance. At anytime that any part of the Common Area, or any other part of said property or any living unit or building or improvement located thereon is not properly maintained and kept in good order and repair by the Association or otherwise, to the extent reasonably necessary to protect and preserve the appearance and value thereof and the appearance and value of the remainder of said property, then the record owner of any mortgage or deed of trust upon any part of said property or living unit or building located thereon, upon giving written notice as hereinafter provided, shall be entitled to exercise the rights of the mortgagor-owner of such property as a member of the association to vote at all regular and special meetings of the members of the Association for a period of one year following the date of such notice. During said period of time such mortgagees shall be given notice of all regular and special meetings of the Association, the owner-mortgagor shall receive such notice also and may attend such meetings as an observer. Said notice shall quote this paragraph and shall be sent by Certified United States Mail, return receipt requested, to the owner-mortgagor, a copy by regular mail to the Association, at the last known address of each.

Section 6. Insurance. The Association shall at all times be insured with broad form fire and extended insurance for the full replacement value of the buildings, as well as common property and liability coverage under the terms and provisions of a group or blanket policy to be obtained by the Association. The premium for such insurance shall be a common expense of the Association and a part of the annual budget.

Section 7. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association and the owner or owners of any portion of said property and their heirs and assigns, and each of their legal representatives, and

failure of Declarant or by the Association or by any of the property owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

Section 8. Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such duties, it shall to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

ARTICLE VIII EXTERIOR MAINTENANCE

Section 1. Common Area Maintenance. The Association shall maintain or provide for the maintenance of the Common Areas. In the event that the need for maintenance or repair to Common Areas is caused through the willful or negligent act or omission of an owner, the owner's family, tenants, guests, or invitees, the cost of such maintenance or repairs may, in the discretion of the Directors, be added to and become a part of the assessment to which the owner and the owner's lot are subject, and a lien enforceable as provided above. Damage to the Common Area, caused by fire, flood, storm, earthquake, riot, vandalism, and normal wear and use shall be the responsibility of the Association and funded by assessments as provided above to the extent not covered by insurance.

Section 2. Exterior Building Maintenance. The Association shall provide exterior maintenance upon and for each lot subject to assessment hereunder, including, without being limited to, the following: painting, maintenance, repair and replacement of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, landscaped areas, walkways and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In the event that the need for such maintenance, replacement or repair is caused through the willful or negligent acts or omission of the owner, the owner's family, tenants, guests or licensees, the cost of such maintenance, replacement or repair may, in the sole discretion of the Directors be added to and become a part of the assessment to which such lot is subject. The Association shall have no responsibility for repairs or replacement which are the result of original construction which was not performed in a good and workmanlike manner. Any sums assessed against an owner, pursuant to this section, shall become a lien against that owner's property as provided hereinabove.

Section 3. Right of Association to Perform Maintenance. If an owner neglects or fails to maintain his lot and improvements to a standard commensurate with the standard in the project as a whole, the Association shall have the right after thirty (30) days written notice to the owner by Certified or Registered Mail advising the owner of the owner's neglect or failure, to enter upon the property of said owner and perform the necessary maintenance to the owner's property necessary to bring the property to the standard commensurate with the standard in the project as a whole. The owner will be responsible for the cost of the maintenance done and the assessment shall be a lien enforceable as provided above.

Section 4. Owner Maintenance. Each owner shall be responsible for maintaining and keeping in good order and repair the exterior and interior of his own dwelling unit, including any garage or yard within lot lines, except for those maintenance items to be performed by the Association, as specified hereinabove.

Section 5. Time of Repair: Maintenance. All maintenance, repair and replacement required to be performed by the Association and lot owners shall be commenced in a timely manner and diligently performed to completion; provided, however, that delays may be excused due to conditions beyond the control of the lot owners and/or Association, including weather, labor disputes and nonavailability of materials and provided, further, that delays by the Association shall be excused due to nonavailability of necessary funds.

ARTICLE IX USE RESTRICTIONS

Section 1. Unless written approval is first obtained from the Architectural Committee, no sign of any kind shall be displayed to the public view on any lot, building, or common ground, except temporary directional signs approved by the Board of Directors.

Section 2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats or other tame domestic household pets, provided that such household pets are not permitted to run loose and are not kept, bred or maintained for any commercial purpose, and do not create objectionable odor or noise.

Section 3. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All equipment for the storage or disposal of such material shall be kept in a clean, odorless and sanitary condition.

Section 4. No noxious or offensive conditions shall be permitted upon any part of said property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 5. No trailer, camper-truck, tent, garage, barn, shack, or other outbuilding shall at anytime be used as a residence temporarily or permanently on any part of said property.

Section 6. Parking of boats, trailers, motorcycles, motor vehicles not operated in regular family use, trucks, truck-campers and like equipment shall not be allowed on any part of said property nor on public ways adjacent hereto excepting only within the confines of an enclosed garage, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Architectural Committee. All other parking of equipment as above described, shall be prohibited except in such areas as may be prescribed by the Directors for such parking, for which the Directors may prescribe a parking fee and limit the use and duration thereof. The authority of this Section shall not be construed as a requirement that the Directors provide such parking areas.

Section 7. All owners are members of the Association and entitled to an equal share in the rights and interest and privileges and obligations as such, including the right to use all recreational and other Common Areas owned by such Association subject to the rules and regulations and restrictions applicable thereto.

Section 8. All Common Areas are to be maintained by the Association and no changes in landscaping, removal or trimming of trees, lawns or shrubs will be permitted without written authorization by the Architectural Committee.

Section 9. All walks and streets are for the use of Association members on an equal basis, subject to reasonable rules and regulations promulgated from time to time in writing by the Directors. It shall be the responsibility of each member to allow maximum ease of pedestrian and vehicular ingress and egress over walks and streets and driveways by prohibiting automobile parking in front of garages or in the driveways or alleyways and allowing no obstruction or barrier on, across or adjacent to sidewalks which would interfere with any other member's use of the Common Area or access to his own lot.

Section 10. Owners are expressly prohibited from painting or changing the exterior of building, garage, fence or wall without written permission of the Architectural Committee.

Section 11. Installation of radio and/or television antennae is prohibited outside any building without permission from the Architectural Committee.

Section 12. Association Directors will have jurisdiction over activities permitted in the Common Areas. All disputes, complaints or matters of change in existing or future use restrictions will be submitted to the Association Directors for arbitration or regulation.

Section 13. No party wall shall be altered so as to diminish the fire resistance, sound transmission or structural capabilities of said wall.

ARTICLE X EASEMENTS

All conveyances of land situated in the said property, made by the Declarant, and by all persons claiming by, through, or under the Declarant, shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across all of the Common Areas of said property for the purpose of traveling by foot or conveyance or resting or otherwise being thereon, and over, under and across all portions of said property (except those portions thereof actually intended to be occupied as living space in any building now or hereafter located upon said property) and specifically including, without being limited thereto, the interior of party walls, attic crawl spaces and the area below the living space in any living unit, for the purpose of building, constructing and maintaining underground or concealed electric and telephone line, gas, water, sewer, storm drainage lines, radio and television antennae and cables, and other utilities and services now or thereafter commonly supplied by public utilities or municipal corporations and upon all Common Areas for constructing and maintaining thereon streets, driveways, community and recreational facilities, ornaments and statues, swimming pools, lawns, landscaping and planted areas thereon; all of said easements shall be for the benefit of all present and future owners of property subjected to the jurisdiction of the Association by recorded covenants subjected to the jurisdiction of the Association by recorded covenants and restrictions, recorded and hereinbefore provided, and their tenants, contract purchasers and guests; said easements and rights of use, however, shall not be unrestricted but shall be subject to reasonable rules and regulations governing said right of use, as promulgated from time to time by the Directors of the Association in the interest of securing maximum safe usage of said easements without unduly infringing upon the privacy of the owner or occupant of any part of said property. An easement over, upon and across all parts of said property is granted and reserved to the Association, its successors and assigns to the extent reasonably required to perform exterior maintenance and to the extent reasonably necessary to perform other maintenance reasonably necessary or advisable to protect or preserve the value of the said property and the living units thereon.

ARTICLE XI INCOME FROM COMMON ELEMENTS

All income derived from common elements, or sale of common assets, shall be placed in the operating fund for the Association, and the Board of Directors for the Association may, at its discretion, disburse such income directly to the owners or use the funds to meet the expense of maintaining the common elements and satisfying the obligations to the owners as set forth herein.

[Home](#)

