

property adjacent to the Property now or hereafter owned by Declarant, to construct thereon such improvements in such phases and manner and within such time period as the Declarant shall determine, and to do all things Declarant deems necessary or required to accomplish the purpose of such amendments, including but not limited to adjusting the pro rata apportionment of Assessments set forth in Exhibit E hereof.

2. An easement and license to construct or to complete construction of improvements and to install all utilities, landscaping, and amenities throughout the Property in accordance with Declarant's architectural and engineering plans and specifications as the same may from time to time exist.

3. An easement for access, ingress and egress to other real property of Declarant adjacent to the Property with said easement also being for the purpose of making improvements to such other real property.

4. The license to maintain an office, to install such signs as it deems appropriate on the Property and to be on the Property for the purpose of selling Townhome Parcels.

5. An easement to enter upon any portion of a Townhome Parcel to the extent reasonably necessary to determine whether the Parcel is being maintained by the Owner as provided in this Declaration.

6. Such other rights and interests as are set forth elsewhere in this Declaration and the Association Documents, including but not limited to, rights of amendment set forth in Article IX, Paragraph 3 of this Declaration.

The foregoing rights, easements, licenses and interests shall be covenants running with the land at law and shall be binding upon and inure to the benefit of the Declarant and its successors and assigns, including but not limited to, the Association and Owners.

ARTICLE III

Association Property

1. Title. Declarant will convey the Association Property to the Association in fee simple for the uses and purposes and subject to the terms, conditions, and obligations of this Declaration.

2. Operation and Maintenance. Upon conveyance, the Association shall be responsible for the Association Property, including, but not limited to, its