

VOL. 1201 PAGE 134

subsequent to subjecting the Property to this Declaration as a result of settling or shifting of any building or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same. Every Lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed eighteen (18) months following conveyance of a Lot to an Owner for the purpose of correcting any problems that may arise regarding grading and drainage. The Declarant, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as practicable.

Section 3. Special Easements. The Declarant hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and upon a strip of land which may extend within and/or beyond the side line(s) of each Lot as described on Exhibit B, attached hereto, and, as individual Lots may be described on Exhibits and/or plats to be recorded as subsequent phases are annexed by Declarant, for the use and benefit of the Owner(s) of adjoining and abutting lot(s), which, in some instances, may extend to the center line of privacy fences and/or walls or facade(s) of garage(s) constructed at the extreme perimeter of such strip(s) of land or an exterior wall of any residence. Such easement as is herein provided shall be for the benefit of the Lot as may hereinafter be described.

Notwithstanding the fact that such easement(s) may encroach upon adjoining lots, the owner(s) of the Lot benefited by such easement shall have the right and privilege of the full use and enjoyment of all

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