

property lying within such easement as the extent thereof may be defined by wall(s) or exterior surfaces of garages or residences. The duty of maintenance thereof shall be as follows:

(a) With regard to such easements which terminate at a wall, the duty to maintain the wall shall be the responsibility of the Owner(s) entitled to the use of such easement.

(b) With regard to such easements which terminate at an exterior surface of a garage or residence, the duty to maintain such surface shall be that of the Owner(s) of the Lot on which the garage or residence is located, provided, however, that such Owner(s) shall not be required to perform maintenance due to deterioration resulting from anything having been attached to said garage by the Owner(s) of the Easement.

The Declarant shall have the unrestricted and sole right and power of alienating and releasing the easements and rights referred to in this Section. All such easements are and shall remain private, exclusive easements and the sole property of the Declarant and its successors and assigns.

Section 4. Emergencies. Every lot and residence shall be subject to an easement for entry by the Association for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any Lot or within any residence and that endangers any

0131

1328 RV21