

Section 5.

Professional Management. The Association (either directly, or through agreement with Swansgate Homeowners Association) shall retain the services of one or more Persons who are qualified property managers to assist it in discharging its responsibilities set forth in this Master Deed and imposed by applicable law, as well as any additional responsibilities accepted by the Association pursuant to actions of its Board or its membership at meetings authorized by the By-Laws of the Association. The Association may enter into and execute written agreements with such property managers setting forth the terms under which their services are engaged. Copies of all such agreements shall be made available to all Unit owners upon request.

Either the Developer itself or a company affiliated with the Developer will be the initial professional property manager retained pursuant to this Section 5; and the Association (acting through Developer in its capacity as the administrator of the General Common Elements pursuant to Section 3 above) shall be and is expected to prepare and enter into a written agreement with the Developer or such affiliated party to provide such services and be paid appropriate fees therefor until and unless such agreement shall be terminated pursuant to the terms thereof.

VIII.

USE RESTRICTIONSSection 1.

Residential Purposes. All Units contemplated in the Regime shall be, and the same hereby are, restricted exclusively to residential use. All such Units shall be of new construction joined together by common foundations. No structures of a temporary character, trailer, basement, tent, shack, carport, covered parking, barn or other building shall be used as an Unit on any portion of the Property at any time either temporarily or permanently.

All Units and Unit owners shall also be subject to those restrictions set forth in applicable portions of the Protective Covenants, Restrictions and Easements for Swansgate Subdivision