

3.12. TOWNHOME EASEMENT. Every Owner of a Lot is granted an easement over, under, and through every other Townhome in the same building in which his Townhome is located for the limited purpose of installing, maintaining, and replacing wires, cables, conduit, and pipes, that serve his Townhome, but only to the extent that use of this easement is reasonable and necessary. In the event of dispute, the Board is the arbiter of whether the anticipated use of this easement is reasonable and necessary. Reciprocally, the Owner of a Townhome that contains wire, cables, conduit, or pipes that serve one or more other Townhomes has a duty to refrain from interfering with or damaging those items. This easement and reciprocal responsibility anticipates that the electrical meters for all the Townhomes in one building may be grouped at one end of the building. It also anticipates that attic or roofline installations of wiring may be the most cost effective and least unsightly way of accommodating future needs for cable services. The procedures and liabilities of the preceding "Owner's Maintenance Easement" apply to this Townhome Easement.

ARTICLE 4

LOTS, TOWNHOMES & AREA OF COMMON RESPONSIBILITY

4.1. LOTS. The Property is platted into Lots, the boundaries of which are shown on the Plat, and which may not be obvious on visual inspection of the Property. Portions of the Lots are designated by this Declaration to be Areas of Common Responsibility, and are burdened with easements for the use and benefit of the Association, Owners, and Residents.

SIZE OF TOWNHOME

The size of a Townhome may be measured different ways for different purposes, such as for tax purposes, appraisal purposes, sales purposes, and for purposes of carpeting and paint. No single measurement is definitive for all purposes. Measurements may be of the area under roof, or the air conditioned space, or the area within the Lot's building lines. The Townhome's partition wall cavities and/or its perimeter wall cavities may or may not be included. The Townhome's garage area, attic area, front porch, and/or balcony space, if any, may or may not be included.

4.2. TOWNHOMES. Each residential Lot is to be improved with a Townhome. The owner of a Lot owns every component of the Lot and Townhome, including all the structural components and exterior features of the Townhome. Nevertheless, this Declaration identifies components of the Townhomes as Areas of Common Responsibility, to be maintained by the Association as a common expense.

NOTICE

Although the Property is platted into individually owned Lots and Townhomes, portions of the Lots and Townhomes are maintained by the Association. Further, portions of the Lots may be used by Residents of other Lots.

4.3. AREA OF COMMON RESPONSIBILITY. The Area of Common Responsibility consists of the following components on or adjacent to the Property, even if located on a Lot or a public right of way:

- a. Any Common Area shown on the Plat, and all improvements, signage, and equipment thereon.
- b. Any perimeter fences or walls on or near the borders of the Property.
- c. All driveways, sidewalks, offstreet parking spaces, and unfenced grounds in the Property.
- d. Any retaining wall in the Property.
- e. Any landscape irrigation system for which the water and electricity are a common expense of the Association.
- f. Any fixture and improvement on or appurtenant to a driveway and which are intended for the use, operation, or maintenance of a driveway, including but not limited to curbs, street lamps, and traffic signs.
- g. Any right, title, or interest in real property that is held by the Association for the use and benefit of Owners or Residents of the Property, including any Lot owned by the Association.
- h. Any area, item, easement, or service, the maintenance of which is assigned to the Association by this Declaration or by the Plat.
- i. Any personal property owned by the Association.
- j. The following areas and components of the individually-owned Lots and Townhomes, which are to be maintained as a common expense:
 - (1) The roofs of the buildings in which the Townhomes are located, including (if any) skylights, gutters, and flashing.
 - (2) The foundations of the buildings in which the Townhomes are located, but not utility installations serving an individual Townhome, which may be located below or within the foundation.
 - (3) Garage doors, but not glass panes, hardware, locks, automatic door openers, or security devices.
 - (4) Exterior materials of the buildings' walls, such as brick veneer, stucco, or siding, and including sealants and fillers.
 - (5) Exterior materials of chimney stacks and caps, but not chimney flues, fireboxes, or the periodic cleaning of flues.
 - (6) Painting of exterior surfaces of front doors, but no other aspect of the front door.

- (7) Painting of all exterior painted surfaces.
 - (8) Decorative trim and hardware on Townhome facades, including street numbers, railings, and shutters.
 - (9) Exterior light fixtures.
 - (10) All landscaping and grounds on a Lot, except for areas within fenced yards.
 - (11) The Property's landscape irrigation system.
- k. Any modification, replacement, or addition to any of the above-described areas and improvements.

4.4. ALLOCATION OF INTERESTS. The interests allocated to each Lot are calculated by the following formulas.

4.4.1. Common Expense Liabilities. The percentage of liability for common expenses allocated to each Lot is uniform for all Lots, regardless of the value, size, or location of the Lot or Townhome.

4.4.2. Votes. The one vote appurtenant to each Lot is weighted equally for all votes, regardless of any other allocation appurtenant to the Lot.

ARTICLE 5

COVENANT FOR ASSESSMENTS

5.1. PURPOSE OF ASSESSMENTS. The Association will use Assessments for the general purposes of preserving and enhancing the Property, and for the common benefit of Owners and Residents, including but not limited to maintenance of real and personal property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

5.2. PERSONAL OBLIGATION. An Owner is obligated to pay Assessments levied by the Board against the Owner or his Lot. Payments are made to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of his Townhome. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

5.3. CONTROL FOR ASSESSMENT INCREASES. This Section of the Declaration may not be amended without the approval of Owners of at least 75 percent of the Lots. In addition to other rights granted to Owners by this Declaration, Owners have the following powers and controls over the Association's budget. At least 30 days prior to the effective date of a Special Assessment