

DECLARATION OF RESTRICTIVE COVENANTS
WYNDHAM TRACE PLANNED DEVELOPMENT

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR Wyndham Trace ("Declaration"), made this 10 day of April, 2001 by, Jon Caron, Greg Milakis and Barry Rubin and Wyndham, LLC are (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the Owner of certain real estate located in Tippecanoe County, Indiana, more particularly described in Exhibit "A" ("Real Estate"); and

WHEREAS, Declarant is developing the Real Estate as a PDMX development which shall be known as Wyndham Trace; and

WHEREAS, Declarant desires to subject the Real Estate to certain additional covenants ("Covenants") and restrictions (Exhibit "B") in order to further ensure that the development and use of the various lots on the Real Estate are harmonious and do not adversely affect the value of surrounding lots on the Real Estate or surrounding areas; and

WHEREAS, Declarant desires to provide for maintenance of the Common Areas and other improvements located or to be located in Wyndham Trace, for the common benefit to the Owners of certain lots within said development, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of Wyndham Trace;

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate, as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following covenants. All of the covenants shall run with the Real Estate and be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

ARTICLE I
GENERAL PURPOSE OF THIS
DECLARATION

The Real Estate is hereby subjected to the covenants herein declared to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate, all for the purpose of preserving the values of all lots within Wyndham Trace.

ARTICLE II

DEFINITIONS

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Article II:

Section 1. Assessment. "Assessment" means the share of the Common Expenses imposed upon certain lots, as determined and levied pursuant to the provisions of Article IV.

Section 2. Association. "Association" means Wyndham Trace Association, Inc., an Indiana not-for-profit corporation, formed or to be formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Declaration, and its successors and assigns.

Section 3. Wyndham Trace. The term "Wyndham Trace" means and includes the Real Estate as platted in accordance with the provisions of this Declaration.

Section 4. Declarant. "Declarant" means, Jon Caron, Greg Milakis and Barry Rubin and Wyndham Trace or any other person, firm, corporation or partnership which succeeds to the interest of the above as developers of Wyndham Trace.

Section 5. Easements. "Easements" refer to those areas reserved as easements on the plat of Wyndham Trace as the same may be recorded from time to time, and as set forth in this Declaration. Such easements shall be appurtenant to, and shall pass with the title to every lot.

Section 6. Board. "Board" shall mean the Board of Directors of the Association.

Section 7. Lot or Lots. "Lot" or "Lots" means any of the separate parcels now or hereafter identified within the designated and identified on the plat of Wyndham Trace, as the same is recorded, and does not include the Common Areas thereof.

Section 8. Common Areas. "Common Areas" means all areas within Wyndham Trace not designated as a Lot or Lots within the three designated phases on the plat of Wyndham Trace, as the same may be recorded from time to time, and which is intended for the common use, benefit, and enjoyment of the Owners.

Section 9. Common Expense. "Common Expense" means the actual or estimated cost of the Association for maintenance, management, operation, liability insurance, real estate taxes, repair, waste collection, improvement, and replacement of Common Areas, personal property taxes on equipment or property owned by the Association, lighting and any other cost or expense incurred by the Association for the benefit of the Common Areas or of the Owners.

Section 10. Common Sign. "Common Sign" means the "Wyndham Trace" identification sign now or hereafter located on the Real Estate.

Section 11. Owner or Owners. "Owner" or "Owners" means any person or persons who owns, after the date to this Declaration, legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Lot or any others having an interest merely as security for the performance of an obligation, so long as such holder does not hold both legal and equitable title thereto.

ARTICLE III GENERAL RESTRICTIONS

Section 1. Purpose. In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall

warrant (but not require) the Declarant to cut weeds or clear the refuse from the Lot at the expense of the Owner, and there shall be a lien against said Lot for the expense thereof.

Section 2. Plans. No building, wall, fence, antennas, satellite dishes, appurtenances or other structures will be erected or placed on any lot until the building plans, specifications and plot plans showing the location and elevation of such structure have been approved in writing as to the conformity and harmony of the external design, quality of workmanship and materials, harmony of external design with existing structures and Declarant's overall plan of development of Wyndham Trace and the approved PDMX plan (Planned Development Mixed Use), and as to location with respect to topography and finish grade elevation by a committee composed of Jon Caron, Greg Milakis and Barry Rubin or by a representative designated by a majority of the members of the said committee. Other than the existing structure, all buildings are required to construct a minimum 6/12 roof pitch and provide at least 25% brick on the street elevation. In the event of disagreement among the committee members on any matter officially before the committee, the vote of the majority among such members of the committee will be controlling. In the event of death or resignation of any members of said committees, the remaining member or members will be authorized to select a replacement, but prior to such selection the remaining member or members will have full authority by unanimous action to perform all of the duties of the full committee. In the event said committee or its designated representative fails to approve or disapprove building plans, specification and plot plans within 30 days after said documents have been submitted to the committee, committee approval will not be required and full compliance with this covenant will be assumed. Neither the members of such committee nor its designated representative will be entitled to any compensation for services performed pursuant to this covenant.

The plans and specifications submitted to the Declarant shall contain a plot plan to scale with adequate provision for landscaping, including the planting of at least 1 front yard canopy tree of 1 1/2" caliper and 3 shrubs per side in a foundation planting for a duplex lot and at least 3 front yard canopy trees of 1 1/2" caliper and 6 shrubs in a foundation planting for a fourplex lot in conformance with the landscape plan for Wyndham Trace approved by the Tippecanoe County Area Plan Commission. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the Declarant. The required landscaping and all parking strips and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit.

After initial construction of a building, no alterations, additions or improvements to the exterior of the building shall be made without prior written approval of the Board. The Board shall also be responsible for monitoring and compliance with the PDMX requirements.

Section 3. Encroachments. No building shall be located nearer to the front lot line nor nearer to the side street line than the building setback lines shown on the plat. No fence of any kind shall be constructed or maintained between the building setback line and the front property line of any lot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 4. Zoning. All duplex lots shall conform to the use restrictions of the R2-zoning classification, all four-plex lots shall conform to the use restrictions of the R-3 classification and the commercial lot shall conform to the use restrictions of the NB-zoning classification as set out in the New Unified Zoning Ordinance of Tippecanoe County except as otherwise provided hereinor on the plat of Wyndham Trace.

Section 5. Easements. Easements for installation and maintenance of utilities and facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Enforcement of this provision to be by the Homeowners Association.

Additionally, notwithstanding any other provision in this Declaration to the contrary, each lot

shall have an easement in common with another lot or lots to use all pipes, wires, ducts, cables, conduits, utility lines, and other facilities of any kind or nature located in or running through any of the other lots and serving his lot. Lots which share sanitary laterals shall share the cost and expenses of the repair, maintenance, and replacement of such laterals equally.

Section 6. Landscaping. Landscape easements are reserved over the Common Areas for the collective benefit of all the Owners and the Association. The Association shall be responsible for the maintenance of the landscaping and all green areas within Wyndham Trace, in accordance with the landscape plan of the PDMX approved by the Tippecanoe County Area Plan Commission.

Section 7. Rules and Regulations. The Board shall have the authority to promulgate rules and regulations reasonably necessary to perform its function as herein defined. A majority of the Board may designate a representative to act for it. Neither the members of the Board nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Section 8. Board Approval. Board approval or disapproval as required in these covenants shall be in writing. In the event the Board or its designated representatives fail to approve or disapprove within thirty (30) days after all required plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced within sixty (60) days of completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 9. Drainage. A Homeowner's Association shall own Outlot "A" in the Wyndham Trace Planned Development, and be responsible for the maintenance thereof, including the storm water detention facility and all tributary piping within Wyndham Trace that is located on Outlot "A" and any associated appurtenances not maintained by the Tippecanoe County Drainage Board.

Each and every lot owner within the Addition shall be part of the Association. The cost of maintenance of the Outlot "A" shall be paid for by the Association in accordance with the bylaws of the Association.

In the event the storm water drainage system servicing the Addition or servicing any immediate adjacent subdivision or area shall become or be proposed to become a legal drain, each owner of a lot in the Addition shall, by virtue of ownership, be deemed to agree and consent to the storm water drainage system becoming a legal drain and all legal requirements and assessments imposed by the Tippecanoe County Drainage Board and applicable drainage ordinances.

If the Association fails to exercise such maintenance obligation, the Tippecanoe County Drainage Board may perform such maintenance and take all other actions necessary for the proper maintenance of such storm water facilities. The Tippecanoe County Drainage Board shall have the right to assess such Association and the individual lot owners thereof for the cost of such maintenance and, if necessary, to file a Notice of Lien against such lots in the office of the Recorder to Tippecanoe County, Indiana. Such Notice of Lien shall perfect the lien of the Tippecanoe County Drainage Board for the cost of maintaining such portion of the storm water facilities, and said lien shall have the same force and effect, and be enforced in the same manner, as a mortgage lien under Indiana law, and shall include attorney's fees, tile expenses, interest and costs of collection.

The requirements of this paragraph 9 shall run to the benefit of the Tippecanoe County Drainage Board and may not be altered, amended or repealed by the lot owners without the written consent of Tippecanoe County Drainage Board.

Section 10. Building Maintenance. Each Owner will be responsible, at his sole cost and expense, for all maintenance, repair, decoration, restoration and replacement of the building (both interior and exterior) on the Owner's lot. If an Owner shall fail to provide such exterior maintenance, the Board may, after thirty (30) days' written notice, make such exterior building maintenance on his behalf and such charge shall be deemed a special assessment as to such Lot and shall constitute a lien thereon in favor of the Association until paid. Each Owner shall obtain and maintain, at his sole cost and expense, fire and extended coverage insurance insuring the building and all fixtures, appliances and other improvements thereon. Each Owner shall pay all real estate taxes assessed against the Owner's lot and the improvements (Building) thereon. Each Owner shall obtain and maintain, at his sole cost and expense, comprehensive public liability insurance for the interior of his building.

Section 11. Waste. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall

anything be done thereon which may become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. Provision for equipment for the storage or disposal of such material shall be kept clean and in a sanitary condition and, screened from the vision of surrounding property.

Section 12. For Sale or For Lease . No signs of any kind shall be displayed to the public view upon any lot other than one (1) sign of no more than five (5) square feet advertising the property for sale or rent. The use of all "for sale" signs shall be restricted to one per each building and be governed by rules of the Association.

Section 13. Exterior Lighting. All duplex lots shall be required to place two (2) residential lampposts in the front yard. All four-plex lots shall be required to light parking lots with adequate wall mounted fixtures. The Owner of each building will maintain, at his sole expense, all required front and rear building and security exterior lighting, with controls on timers or automatic controls, at such times as set forth by the Board.

The Association may also install, maintain, repair and replace the street lighting within the Wyndham Trace Planned Development. The cost of installation, maintenance, repair and/or replacement shall be paid for by the Association in accordance with the bylaws of the Association.

ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of the Assessment. The assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within Wyndham Trace, as the same may be platted from time to time, and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, fencing, lighting, repairing, operating, and maintenance of the Common Areas, the landscape easement, the green areas within dedicated rights-of-way, and Common Sign including, but not limited to, the payment of taxes and insurance thereon and for the cost of labor, equipment, material, and management furnished with respect to the common property, for maintenance of landscape easement and areas, and for compliance with zoning commitments, etc.; provided that the Association shall not be responsible for the replacement, repair or maintenance of any, Common Area which is or hereafter may be dedicated to the public. Each Owner hereby covenants and agrees to pay to the Association:

a. A pro-rata share (as hereinafter defined) of the annual assessments fixed, established, and determined from time to time as hereinafter provided, payable in equal monthly installments.

b. A pro-rata share (as hereinafter defined) of any special assessments fixed, established, and determined from time to time, as hereinafter provided.

Section 2. Liability for Assessments. Each assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien from and after the due date thereof in favor of the Association upon each Lot. Each such assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each such Lot at the time when the assessment is due. The lien for assessments subsequent to recording of a valid first mortgage shall be subordinate to such first mortgage. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. However, no such sale or transfer shall relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

Section 3. Pro-rata Share. The pro-rata share of each Owner for purposes of this Article IV shall be (a) two shares for each duplex lot, 4 shares for each four-plex lot and 6 shares for each commercial lot as the same may be recorded from time to time, that have been conveyed by the Declarant to an Owner, or (b) as

otherwise established by the Association ("Pro-rata Share").

Section 4. Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. The annual assessment shall be paid in one annual installment due within 30 days of billing statement received. The owner of record as of the billing date shall be the responsible party for the assessment. A copy of this budget shall be delivered to each Owner responsible for assessment payments within thirty (30) days of the beginning of each fiscal year of the Association.

Section 5. Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the assessments levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board of Directors of the Association may, at any time, and from time to time, levy such special assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board of Directors of the Association shall have the right to levy at any time, and from time to time, one or more special assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the annual assessments.

Section 6. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association.

The annual assessments on each Lot in Wyndham Trace shall commence on the day on which Declarant first conveys ownership of the Lot to an Owner.

Section 7. Duties of the Association.

a. The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board of Directors of the Association shall cause written notice of all special assessments levied by the Association upon the Lots and upon the Owners to be mailed to those Owners or their designated representatives as promptly as practicably and in any event not less than thirty (30) days prior to the due date of such assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the assessment to which such notice pertains, payment of such assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

b. The Association shall promptly furnish to any Owner or mortgagee upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which assessments have been levied and paid with respect to such requesting Owner's or mortgagee's Lot. As to any persons relying thereon, such certificate shall be conclusive evidence of payment of any assessments therein stated to have been paid.

c. The Association shall notify any mortgagee from which it has received a written request for notice of any default in the performance by any Owner of any obligation under the by-laws or this Declaration which is not cured within sixty (60) days.

Section 8. Non-payment of Assessments; Remedies of Association.

a. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such assessment becomes due.

If any assessment upon any Lot is not paid within fifteen (15) days after the due date, such assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at an annual rate which is two times the rate in effect for ninety-day U.S. Treasury Bills at the time such assessment is due, but in no event greater than the maximum rate allowable under any applicable usury laws, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such assessment all costs of such action, including the Association's attorneys' fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

Section 9. Adjustments.

In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual assessments or by the making of one or more special assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a pro-rata share of such excess shall be a credit against the assessment(s) due from each Owner for the next fiscal year(s).

Section 10. Declarant's Rights. So long as Declarant owns all Lots, Declarant shall have the right, at their option, to perform all functions of the Association and Board and to manage the Common Areas of Wyndham Trace.

ARTICLE V ORGANIZATION AND DUTIES OF ASSOCIATION

Section 1. Organization of Association. The Association shall be organized as a not-for-profit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation which have been filed or will be filed by Declarant.

Section 2. Membership. The members of the Association shall consist of the Declarant and the Owners of Lots in Wyndham Trace.

Section 3. General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place and stead of, the individual Owners in all matters pertaining to the maintenance, repair and replacement of the Common Areas, the landscape easement and the green areas within dedicated rights-of-way within Wyndham Trace, the determination of Common Expenses, the collection of annual and special assessments, and the granting of any approvals whenever and to the extent called for by this Declaration, for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of itself or any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in Article III and Article IV of this Declaration. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color or authority to this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

Section 4. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors and the subsequent approval of such amendment by a majority of Owners. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Declarant when its approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of

Section 2. Prohibition. No Lot Owner or third party shall do or permit to be done any action or activity which could result in an adverse effect upon drainage of the development or proper management of the Common Area.

Section 3. The association shall create and maintain at association expense for the benefit of all lots a walkway as shown on the plat from Wyndham Trace to the adjoining Tippecanoe County School property line.

ARTICLE VII GENERAL PROVISIONS

Section 1. Covenants Run With the Land. The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.

Section 2. Scope of Covenants. Declarant and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the various terms, covenants and conditions contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted hereon and under applicable law, and shall have all rights and remedies for such enforcement at law or equity. Each Owner shall be liable for any failure to fully comply with all of the terms, covenants, and conditions contained in this Declaration only so long as each such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

Section 3. Attorney's Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

Section 4. Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Board, or any Owner to enforce any term, covenant or condition herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, covenant or condition.

Section 5. Rights of Mortgagees. No breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. The provisions hereinabove notwithstanding, the Owners shall have no right to make any amendment to this Declaration which materially impairs the rights of any mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

Section 6. Rights to Common Areas. Title to all Common Areas shall be held in the Association, and each Owner who is a member of the Association shall have, as non-exclusive, reciprocal easements appurtenant to his Lot, a right of access to his Lot over the roadways, parking areas, and walkways, the right to the use and enjoyment of all Common Areas and the right of access thereto over the roadways, and the right of access to and use of the drainage system, the sewage system, and all utility lines and mains abutting or adjacent to his Lot; provided, however, that no Owner's use of any Common Area shall materially interfere with any other Owner's use thereof.

In the event that any Owner's use of any Common Area causes such an interference, the Association or any Owner shall have all rights and remedies provided at law or in equity, for such interference. All use of Common Areas, including parking, shall be subject to rules and regulations adopted by the Board of Directors of the Association; provided, however, the original allocation of parking spaces per building and the location thereof shall be established by Declarant. Any changes to such parking allocation or location

