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**CONDOMINIUM DECLARATION**

**FOR**

**DUNLAP CONDOMINIUMS**

CONDOMINIUM DECLARATION  
FOR  
DUNLAP CONDOMINIUMS

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**CONDOMINIUM DECLARATION  
FOR  
DUNLAP CONDOMINIUMS**

THIS CONDOMINIUM DECLARATION FOR Dunlap Condominiums is made this 15<sup>th</sup> day of November, 2000 (the "Effective Date"), by SHER-JOY LLC, an Arizona limited liability company.

**ARTICLE 1  
DEFINITIONS**

**1.1 General Definitions.** Capitalized terms not otherwise defined in this Declaration shall have the meanings specified for such terms in the Condominium Act.

**1.2 Defined Terms.** The following capitalized terms shall have the general meanings described in the Condominium Act and for purposes of this Declaration shall have the specific meanings set forth below:

1.2.1 **"Articles"** means the Articles of Incorporation of the Association, as amended from time to time.

1.2.2 **"Assessments"** means the Common Expense Assessments and Special Assessments levied and assessed against each Unit pursuant to Article 7 of this Declaration.

1.2.3 **"Assessment Lien"** Unofficial Document means the lien granted to the Association by the Condominium Act to secure the payment of Assessments, monetary penalties and other charges owed to the Association.

1.2.4 **"Association"** means the Arizona nonprofit corporation to be organized by Declarant to administer and enforce the Condominium Documents and to exercise the rights, powers and duties set forth therein, and its successors and assigns. Declarant intends to incorporate the Association under the name of Dunlap Condominiums, but if such name is not available, Declarant reserves the right to incorporate the Association under such other name as Declarant deems appropriate.

1.2.5 **"Board of Directors"** means the Board of Directors of the Association.

1.2.6 **"Building "A"'"** means the area identified as "Building "A" in the Plat, which shall be owned by Declarant.

1.2.7 **"Buildings"** means the structures and buildings designated on the Plat.

1.2.8 **"Bylaws"** means the Bylaws of the Association, as amended from time to time.

1.2.9 **"Common Elements"** means all portions of the Condominium other than the Units.

1.2.10 **"Common Expenses"** means expenditures made by or financial liabilities of the Association, together with any allocations to reserves, including, without limitation: (i) the cost of maintenance, management, operation, repair and replacement of the Common Elements and all Improvements thereon, including, but not limited to, the water features, the pool, spa, club room and appurtenant decks, the gym, lobby, and conference rooms, the administrative, Manager, concierge and other similar offices, the kitchen and catering rooms and other similar facilities, elevators, stairwells, trash chutes,



mechanical rooms and janitor closets, clustered mailboxes, guard gates and entry gates and those parts of the Units, if any, which the Association has the responsibility of maintaining, repairing and replacing; (ii) the cost of insurance premiums for fire, liability, workers' compensation, errors and omissions and directors, officers and agents liability, and the costs of bonding the members of the Board of Directors and any Association employees; (iii) the costs of management and administration of the Association, including, but not limited to, the cost of materials, services, supplies and other expenses required for such purpose and compensation and wages paid to Managers, accountants, attorneys and other employees; (iv) the cost of all gardening, access control and other services benefiting the Common Elements, including landscaping renovation and maintenance; (v) the amounts paid by the Association for discharge of any lien or encumbrance levied against all or portions of the Condominium; (vi) the cost of services provided by any Community System through the Association and all other costs of providing utility services and trash removal which serve the Units and/or the Common Elements if such services are centrally metered and are not separately metered and billed to each Unit Owner based on actual consumption; (vii) any unpaid share of Common Expenses extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure; (viii) judgments against the Association; (ix) the costs associated with any litigation to which the Association is a party; (x) costs associated with the maintenance, upkeep and management of one (1) or more guest suites located within a Building; (xi) the costs of rendering to the Units Owners all services required to be rendered by the Association under the Condominium Documents, excluding the cost of optional services to be charged directly to the Unit Owners requesting such optional services; (xii) such other funds as may be necessary to provide general operating reserves and reserves for contingencies and replacements deemed appropriate by the Board of Directors; and (xiii) the cost of any other item or items incurred by the Association, for any reason whatsoever in connection with the Condominium, for the common benefit of the Units Owners.

1.2.11 **"Common Expense Assessment"** the assessment levied against the Units pursuant to Section 7.2 of this Declaration.

1.2.12 **"Common Expense Liability"** <sup>Unofficial Document</sup> means the liability for Common Expenses allocated to each Unit by this Declaration.

1.2.13 **"Condominium"** means the real property located in Maricopa County, Arizona, which is described in Exhibit A attached to this Declaration, together with all buildings and other Improvements located thereon.

1.2.14 **"Condominium Act"** means the Arizona Condominium Act, A.R.S. § 33-1201, *et seq.*, as amended from time to time.

1.2.15 **"Condominium Documents"** means this Declaration and the Articles, Bylaws, and the Rules.

1.2.16 **"Declarant"** means Sher-Joy LLC, an Arizona limited liability company, and its successors and any person or entity to whom it may transfer any Special Declarant Rights.

1.2.17 **"Declaration"** means this Condominium Declaration, as amended from time to time.

1.2.18 **"Development Rights"** means any right or combination of rights reserved by or granted to Declarant in this Declaration to do any of the following:

- (i) Add real estate to the Condominium;

(ii) Create easements, Units, Common Elements or Limited Common Elements within the Condominium;

(iii) Subdivide or consolidate Units, convert Units into Common Elements or convert Common Elements into Units;

(iv) Withdraw real estate from the Condominium;

(v) Make the Condominium part of a larger condominium or planned community;

(vi) Amend the Declaration during the Period of Declarant Control to comply with the Condominium Act or any other applicable law, or to correct any error or inconsistency in the Declaration provided the amendment does not adversely affect the rights of any Unit Owner; and

(vii) Amend the Declaration during the Period of Declarant Control to comply with the rules or requirements of any federal, state or local governmental entity or agency whose approval of the Condominium, the Plat or the Condominium Documents is required by law or requested by Declarant.

1.2.19 **“Eligible Mortgage Holder”** means a First Mortgagee who has requested notice of certain matters from the Association in accordance with Section 9.1 of this Declaration.

1.2.20 **“First Mortgage”** means any mortgage or deed of trust on a Unit with first priority over any other mortgage or deed of trust on the same Unit.

1.2.21 **“First Mortgagee”** means the holder of any First Mortgage.

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1.2.22 **“Improvement”** means any physical structure, fixture or facility existing or constructed, placed, erected or installed on the land included in the Condominium, including, but not limited to, buildings, private drives, walkways, pool, spa and appurtenant decks, paving, fences, walls, hedges, plants, trees and shrubs of every type and kind.

1.2.23 **“Limited Common Elements”** means a portion of the Common Elements specifically designated in this Declaration as a Limited Common Element and allocated by this Declaration or by operation of the Condominium Act for the exclusive use of one or more but fewer than all of the Units.

1.2.24 **“Manager”** shall mean the Person, who may be an affiliate of Declarant, employed by the Association for the management of the Condominium in accordance with this Declaration.

1.2.25 **“Member”** means any Person who is or becomes a member of the Association.

1.2.26 **“Notice of Addition”** shall mean a document recorded pursuant to Article 12 of this Declaration by which real estate is added to the Condominium.

1.2.27 **“Period of Declarant Control”** means the time period commencing on the date this Declaration is recorded with the County Recorder of Maricopa County, Arizona, and ending on the earlier of: (i) ninety (90) days after the conveyance of seventy-five percent (75%) of the Units (other than Building

"A") which may be created to Unit Owners other than Declarant; or (ii) four (4) years after all Declarants have ceased to offer Units for sale in the ordinary course of business.

1.2.28 "**Person**" means a natural person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

1.2.29 "**Plat**" means the plat which has been recorded in Book \_\_\_\_\_ of Maps, page \_\_\_\_, records of Maricopa County, Arizona, and any amendments, supplements or corrections thereto.

1.2.30 "**Purchaser**" means any Person, other than Declarant, who by means of a voluntary transfer becomes a Unit Owner, except for a Person who purchases a Unit and then leases it to Declarant for use as a model in connection with the sale of other Units, or a Person who, in addition to purchasing a Unit, is assigned any Special Declarant Right.

1.2.31 "**Rules**" means the rules and regulations adopted by the Association, as amended from time to time.

1.2.32 "**Special Declarant Rights**" means any right or combination of rights reserved by or granted to Declarant in this Declaration or by the Condominium Act to do any of the following:

- (i) Construct Improvements provided for in this Declaration or shown on the Plat;
- (ii) Exercise any Development Right;
- (iii) Maintain sales offices, management offices, models, and signs advertising the Condominium or within real estate which may be added to the Condominium;
- (iv) Use easements through the Common Elements for the purpose of making Improvements within the Condominium; and
- (v) Appoint or remove any officer of the Association or any member of the Board of Directors during the Period of Declarant Control.

1.2.33 "**Taking**" means condemnation by exercise of the power of eminent domain or by sale under threat of the exercise of the power of eminent domain.

1.2.34 "**Unit**" means a portion of the Condominium designated for separate ownership or occupancy the boundaries of which are described in Section 2.5 of this Declaration, including Building "A".

1.2.35 "**Unit Owner**" means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Unit. Unit Owner shall not include Persons having an interest in a Unit merely as security for the performance of an obligation, or a lessee or tenant of a Unit. Unit Owner shall include a purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract subject to A.R.S. § 33-741, *et seq.* Unit Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to executory contracts pending the closing of a sale or purchase transaction. In the case of Units the fee simple title to which is vested in a trustee

pursuant to A.R.S. § 33-801, *et seq.*, the Trustor shall be deemed to be the Unit Owner. In the case of Units the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the Unit shall be deemed to be the Unit Owner.

## ARTICLE 2

### SUBMISSION OF PROPERTY; UNIT BOUNDARIES; ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES

**2.1 Submission of Property.** Declarant hereby submits the real property described on Exhibit A attached to this Declaration, together with all Improvements situated thereon and all easements, rights and appurtenances thereto, to the provisions of the Condominium Act for the purpose of creating a condominium in accordance with the provisions of the Condominium Act and this Declaration and hereby declares that the real property described on Exhibit A attached to this Declaration, together with all Improvements situated thereon, and all easements, rights and appurtenances thereto, shall be held and conveyed subject to the terms, covenants, conditions and restrictions set forth in this Declaration.

**2.2 Name of Condominium.** The name of the Condominium created by this Declaration is Dunlap Condominiums.

**2.3 Name of Association.** Subject to Subsection 1.2.4 above, the name of the Association will be Dunlap Condominiums.

**2.4 Identifying Numbers of Units.** The identifying numbers of the Units are 101 through 198, inclusive.

**2.5 Unit Boundaries.**

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**2.5.1** The boundaries of each Unit are the interior unfinished surfaces of the perimeter walls, perimeter floors, perimeter ceiling, doors and windows of the Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces of the walls, floors and ceilings are part of the Unit, and all other portions of the perimeter walls, perimeter floors and perimeter ceilings are part of the Common Elements.

**2.5.2** Any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture, whether located within or outside of the boundaries of a Unit, which serve only that Unit, is a Limited Common Element allocated solely to that Unit, and any portion serving more than one (1) Unit or any portion of the Common Elements is a part of the Common Elements.

**2.5.3** Subject to the provisions of Subsection 2.5.2 of this Declaration, all spaces, interior partitions and other fixtures and Improvements within the boundaries of a Unit are part of the Unit.

**2.5.4** Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, terraces, courtyards, entryways or patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

**2.5.5** In the event of any inconsistency or conflict between the provisions of this Article 2 and the Plat, this Article 2 shall control.

2.5.6 The physical boundaries of a Unit shall be considered to be the proper boundaries regardless of the settling, rising or lateral movement of the Buildings and regardless of any variances between the boundaries shown on the Plat and the actual physical boundaries.

2.5.7 Subject to and in accordance with A.R.S. § 33-1222, Declarant reserves the right to relocate the boundaries between adjoining Units owned by Declarant and to reallocate each such Unit's Common Element interest, votes in the Association, and Common Expense Liabilities.

**2.6 Allocation of Common Element Interest and Common Expense Liabilities.** The allocation of undivided interests in the Common Elements and in the Common Expenses shall be allocated equally among the Units and Building "A" (which shall count as two (2) units for expense purposes), however, if two (2) or more Units are combined into a single Unit as contemplated in Section 4.4 of this Declaration, then the combined Unit will retain the same allocation as existed prior to its being combined into a single Unit. Each Unit's percentage interest in the Common Elements and the Common Expenses of the Association shall be 1/100, unless the Unit is a combined Unit which was originally constructed as two (2) or more Units. By way of illustration, if three (3) Units are combined into a single Unit, the combined Unit's percentage interest in the Common Elements and the Common Expenses of the Association will be 3/100 (i.e., 1/100 x 3). If such combined Unit is subsequently divided into two (2) Units, the percentage interest of each resulting Unit will be 1.5/100.

**2.7 Allocation of Votes in the Association.** The total votes in the Association shall be equal to the number of Units in the Condominium, plus one (1) vote for Building "A". The votes in the Association shall be allocated equally among all the Units and Building "A", with each Unit having one (1) vote and Building "A" having one (1) vote. By way of illustration, if three (3) Units are combined into a single Unit, the combined Unit will be allocated one (1) vote (even though the combined unit's percentage interest in the Common Elements and the Common Expenses will be 3/99). If such combined Unit is subsequently divided into two (2) Units, the resulting Units will each be allocated one (1) vote.

**2.8 Allocation of Limited Common Elements.**

2.8.1 **Allocation of Existing Common Elements.** The following portions of the Common Elements are Limited Common Elements and are allocated to the exclusive use of one (1) Unit as follows:

- (i) Each Unit is allocated the front entry separately serving such Unit and each deck and/or balcony adjoining the Unit, as shown on the Plat;
- (ii) Any air conditioning unit or other utility unit and any chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column or other fixtures, whether located within or outside of the boundaries of a Unit, which serve only one (1) Unit is a Limited Common Element allocated solely to the Unit served;
- (iii) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element allocated solely to the Unit, the use of which is limited to that Unit and any portion serving more than one (1) Unit or a portion of the Common Elements is a part of the Common Elements;
- (iv) Any shutters, awnings, window boxes, stoops, doorsteps, entries or porches and exterior doors and windows or other fixtures designed to serve a single Unit, located outside

the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit; and

(v) Any gas, electric or water meter which serves only one (1) Unit is allocated to the Unit it serves.

2.8.2 **Reallocation.** A Limited Common Element may be reallocated by an amendment to this Declaration made in accordance with the provisions of A.R.S. § 33-1218(B) of the Condominium Act.

2.8.3 **Future Allocation of Limited Common Elements.** During the Period of Declarant Control, Declarant, and thereafter, the Board of Directors shall have the right, without a vote of the Members, to allocate as a Limited Common Element any portion of the Common Elements not previously allocated as a Limited Common Element, including, but not limited to, any parking spaces which are part of the Common Elements and which have not previously been allocated as a Limited Common Element. Any such allocation by Declarant or the Board of Directors, as applicable, shall be made by an amendment to this Declaration and an amendment to the Plat if required by the Condominium Act.

2.9 **Parking Spaces.** Parking spaces are not allocated and are open and available for use by any Unit Owner or their guests. Parking spaces are further subject to that certain Reciprocal Easement Agreement ("REA") dated November \_\_, 2000 by and between Declarant and D.J.S. Los/Com. L.L.C., an Arizona limited liability company, recorded on even date herewith. The REA provides for common parking rights, including access, ingress and egress between the Condominium and the adjacent property, as designated on the Plat to the exclusive use of each Unit as a Limited Common Element or, in the event such allocation is not depicted on the Plat, then such parking spaces for which there is no such allocation shall be general Common Elements.

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### ARTICLE 3 EASEMENTS

3.1 **Utility Easement.** There is hereby created an easement upon, across, over and under the Common Elements for reasonable ingress, egress, installation, replacing, repairing or maintaining of all utilities including, but not limited to, electricity, gas, water, sewer, telephone, cable television, communications and monitoring systems, and other services in order to serve the Condominium. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on the Common Elements, but no sewers, electrical lines, water lines, or other utility or service lines may be installed or located on the Common Elements except as initially designed, approved and constructed by Declarant or as approved by the Board of Directors. This easement shall in no way affect any other recorded easements on the Common Elements. No Unit Owner shall do anything that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service facilities or the use of these easements.

3.2 **Easements for Ingress and Egress.** There is hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes that from time to time may exist upon the Common Elements. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes except that such easements shall not extend to any Limited Common Elements. Such easements shall run in favor of and be for the benefit of the Unit Owners and occupants of the Units and their guests, families, tenants and invitees.

### 3.3 Unit Owners' Easements of Enjoyment.

3.3.1 Unit Owners' Easements. Every Unit Owner shall have a right and easement of enjoyment in and to the Common Elements, which right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(i) The right of the Association to adopt reasonable rules and regulations governing the use of the Common Elements, including, but not limited to, the right to reasonably restrict access to maintenance and landscaped areas and similar areas of the Condominium;

(ii) The right of the Association to grant easements, leases, licenses and concessions through or over the Common Elements;

(iii) The right of the Association to convey the Common Elements or subject the Common Elements to a mortgage, deed of trust, or other security interest, in the manner and subject to the limitations set forth in the Condominium Act;

(iv) All rights and easements set forth in this Declaration, including, but not limited to, the rights and easements granted to Declarant by Sections 3.4 and 3.5 of this Declaration;

(v) Subject to the provisions of this Declaration, the right of each Unit Owner to the exclusive use and occupancy of the Limited Common Elements allocated to each Unit Owner's Unit for the purposes designated in this Declaration;

(vi) The right of the Association to suspend the right of a Unit Owner and any occupant of such Unit Owner's Unit to use the <sup>Common</sup> Elements for any period during which the Unit Owner is in violation of any provision of the <sup>Unofficial Document</sup> Condominium Documents.

3.3.2 Lessees' Easements. If a Unit is leased or rented, the lessee and the members of his or her family residing with the lessee shall have the right to use the Common Elements during the term of the lease, and the Unit Owner shall have no right to use the Common Elements until the termination or expiration of the lease.

3.3.3 Guests' and Invitees' Easements. The guests and invitees of any Member or other person entitled to use the Common Elements pursuant to Subsection 3.3.1 of this Declaration or of any lessee who is entitled to use the Common Elements pursuant to Subsection 3.3.2 of this Declaration may use the Common Elements, subject to the terms of the Rules. The Board of Directors shall have the right to limit the number of guests and invitees who may use the Common Elements at any one time and may restrict the use of the Common Elements by guests and invitees to certain specified times.

3.3.4 Transfer of Easement. A Unit Owner's right and easement of enjoyment in and to the Common Elements shall not be conveyed, transferred, alienated or encumbered separate and apart from a Unit. Such right and easement of enjoyment in and to the Common Elements shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Unit, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to such right and easement.

3.3.5 Scope of Easement. The provisions of this Section 3.3 shall not apply to any of the Limited Common Elements that are allocated to one (1) or more but less than all of the Units.

**3.4 Declarant's Use for Sales And Leasing Purposes.** For so long as Declarant is selling Units in the Condominium, Declarant expressly reserves for the benefit of Declarant and its affiliates, agents, officers and employees, non-exclusive easements over the Condominium and Declarant and its affiliates, agents, officers and employees shall have the following rights:

**3.4.1 Right to Maintain Offices, Models and Signs.** Declarant shall have the right and an easement to maintain sales or leasing offices, management offices, and models throughout the Condominium and to maintain one (1) or more advertising signs on the Common Elements. Declarant reserves the right to place models, management offices, and sales and leasing offices in any Units owned by Declarant and on any portion of the Common Elements in such number, of such size and in such locations as Declarant deems appropriate. Declarant further reserves the right of unlimited access to such offices, models and signs on the Condominium.

**3.4.2 Right to Relocate Offices and Models.** Declarant may from time to time relocate models, management offices and sales and leasing offices to different locations within the Condominium. Upon the relocation of a model, management office or sales or leasing office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom.

**3.4.3 Right to Show Models, Erect Signs and Restrict Parking.** So long as Declarant is marketing Units in the Condominium, Declarant shall have the right to show models, to erect signs and other promotional material on the Condominium to advertise, among other things, Units for sale or lease, and to restrict the use of parking spaces which are not allocated as Limited Common Elements. Such right shall include reserving such parking spaces for use by prospective Unit purchasers and tenants, Declarant's employees and others engaged in sales, leasing, maintenance, construction or management activities.

**3.4.4 Right to Retain Personal Property.** Declarant reserves the right to retain all equipment and all other personal property used in the sales, management, construction and maintenance of the Condominium that has not been listed in the financial statements of the Association as property of the Association. Declarant reserves the right to remove from the Condominium any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

### **3.5 Declarant's Rights and Easements.**

**3.5.1 Construction.** Declarant and the agents, employees and independent contractors of Declarant shall have the right and an easement on and over the Common Elements to construct the Common Elements and the Units shown on the Plat and all other Improvements Declarant may deem necessary, and to use the Common Elements and any Units owned by Declarant for construction or renovation related purposes, including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work in the Condominium.

**3.5.2 Drainage.** Declarant and the agents, employees and independent contractors of Declarant shall have the right and an easement on, over and under those portions of the Common Elements not located within the Buildings for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Subsection 3.5.2 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary.

**3.5.3 Maintenance and Repair.** Declarant and the agents, employees and independent contractors of Declarant shall have an easement on and over the Common Elements and through the Units for any access necessary to complete any construction, renovations, warranty work, modifications,



maintenance, or repairs to be performed by Declarant to the Units or any Common Element, including any Limited Common Element, for warranty purposes or where Declarant, in its sole discretion, determines that it is required or desires to do so.

**3.5.4 Support of Adjacent Structures.** In the event that any structure(s) is constructed so as to be connected in any manner to a Building, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility lines and equipment serving the adjacent structure which are necessarily or conveniently located with the Condominium.

**3.5.5 Warranty.** For as long as Declarant remains liable under any warranty, whether statutory, express or implied, for act or omission of Declarant in the design, development, construction, sale and marketing of all or any part of the Condominium, then Declarant and its contractors, agents and designees shall have the right, in Declarant's sole discretion and from time to time, to enter the Condominium for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Declarant (and any of its contractors) can fulfill its warranty obligations, if any. If access is denied, any such warranty shall automatically terminate. Nothing contained in this Subsection 3.5.5 shall be deemed or construed as Declarant making or offering any warranty.

APPLICABLE WARRANTIES OF DECLARANT, IF ANY, SHALL BE VOIDED BY VIOLATION OF THE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THIS DECLARATION.

**3.5.6 General Obligations and Special Declarant Rights.** Declarant and the agents, employees and independent contractors of Declarant shall have the right and an easement on, over, and through the Common Elements as may be reasonably necessary for the purpose of discharging its obligations and exercising Special Declarant <sup>Rights</sup> <sub>Unofficial Document</sub> whether arising under the Condominium Act or reserved in this Declaration.

**3.6 Easement for Support.** To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Buildings and the Common Elements, including the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Buildings and the Common Elements, including the Limited Common Elements.

**3.7 Common Elements Easement in Favor of the Association.** The Common Elements shall be subject to a non-exclusive easement in favor of the Association and the agents, employees and independent contractors of the Association for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements and for the purpose of exercising all rights of the Association and discharging all obligations of the Association.

**3.8 Common Elements Easement in Favor of Unit.** The Common Elements shall be subject to the following non-exclusive easements in favor of the Units benefited:

(i) For the installation, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.