

For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot located in Wyndwood at Lake Highland at reasonable hours on any day; provided however, the Association shall have the right of entry without notice if necessary to correct an emergency situation. The cost of such maintenance shall be assessed against the Lot upon which such

- L. Establish use fees and promulgate rules and regulations respecting the use of Common Property and Association facilities by Members and persons other than Members.
- M. Maintain portions of cluster buildings, dwellings and Lots as further set forth in Article XIII, below.
- N. Hire professional property management.

Section 4. Conveyance by Association. The Association may convey lands or easements to the Declarant in connection with any replatting of any portion of the Property upon two-thirds (2/3) vote of the owners, not including the Declarant.

ARTICLE V

EASEMENTS

Section 1. Appurtenant Easements. Declarant grants to all Owners (and their guests, lessees and invitees) and to the Association as an appurtenance to and as part of the ownership held by such Owner, but subject to this Declaration, the Articles and By-Laws of the Association and the rules promulgated by the Association, a perpetual nonexclusive easement for ingress and egress over, across, and through and for the use and enjoyment of all Common Property, which Common Property. Such use and enjoyment to be shared in common with the other Owners, their guests, lessees, and invitees as well as the guests, lessees and invitees of the Declarant. Provided, with respect to the Common Property, the Declarant reserves the right (but not the obligation) to maintain and use all rights of way associated therewith, and to maintain and place Declarant's signs thereon. Each Owner shall have a joint and reciprocal easement of ingress and egress over an adjacent Lot with each adjacent Owner for the maintenance, repair and reconstruction of any party wall or for the maintenance, repair and reconstruction of any portion of an attached dwelling when access is required through an adjacent Lot. In addition, each of the respective Owners within a cluster building shall have a joint and reciprocal easement of access across each Lot upon which the cluster dwelling is located for the installation, maintenance and use of conduits, plumbing, irrigation equipment, wiring, and other facilities for furnishing utility services and irrigation to each dwelling or Lot.

