

WELCOME
TO
SKYWAY INDUSTRIAL PARK

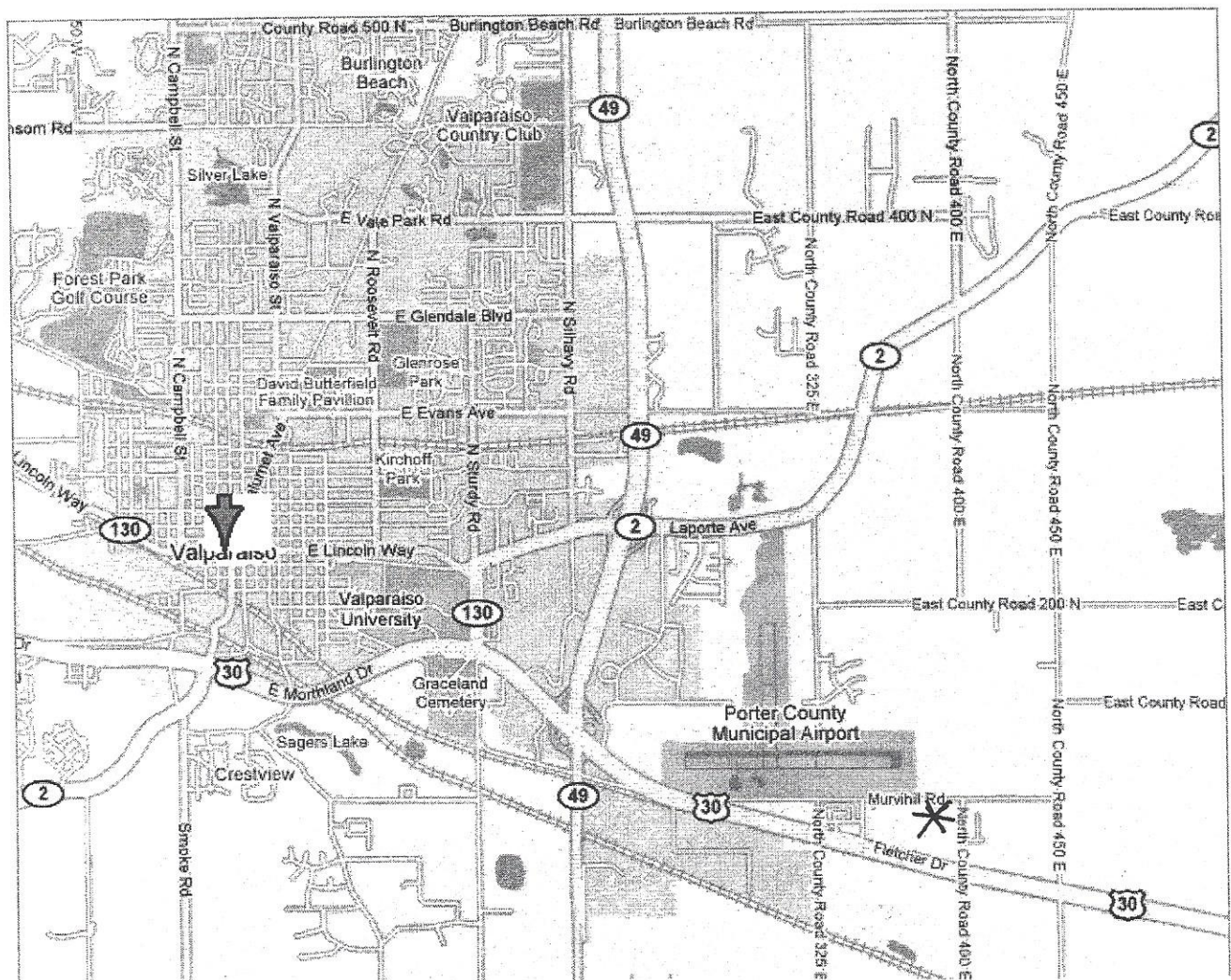
THANK YOU FOR YOUR INTEREST IN SKYWAY INDUSTRIAL PARK.
LOCATED AT 70 N. 400 E. VALPARAISO, IN

ZONED I - 1

ANY QUESTIONS PLEASE CALL :

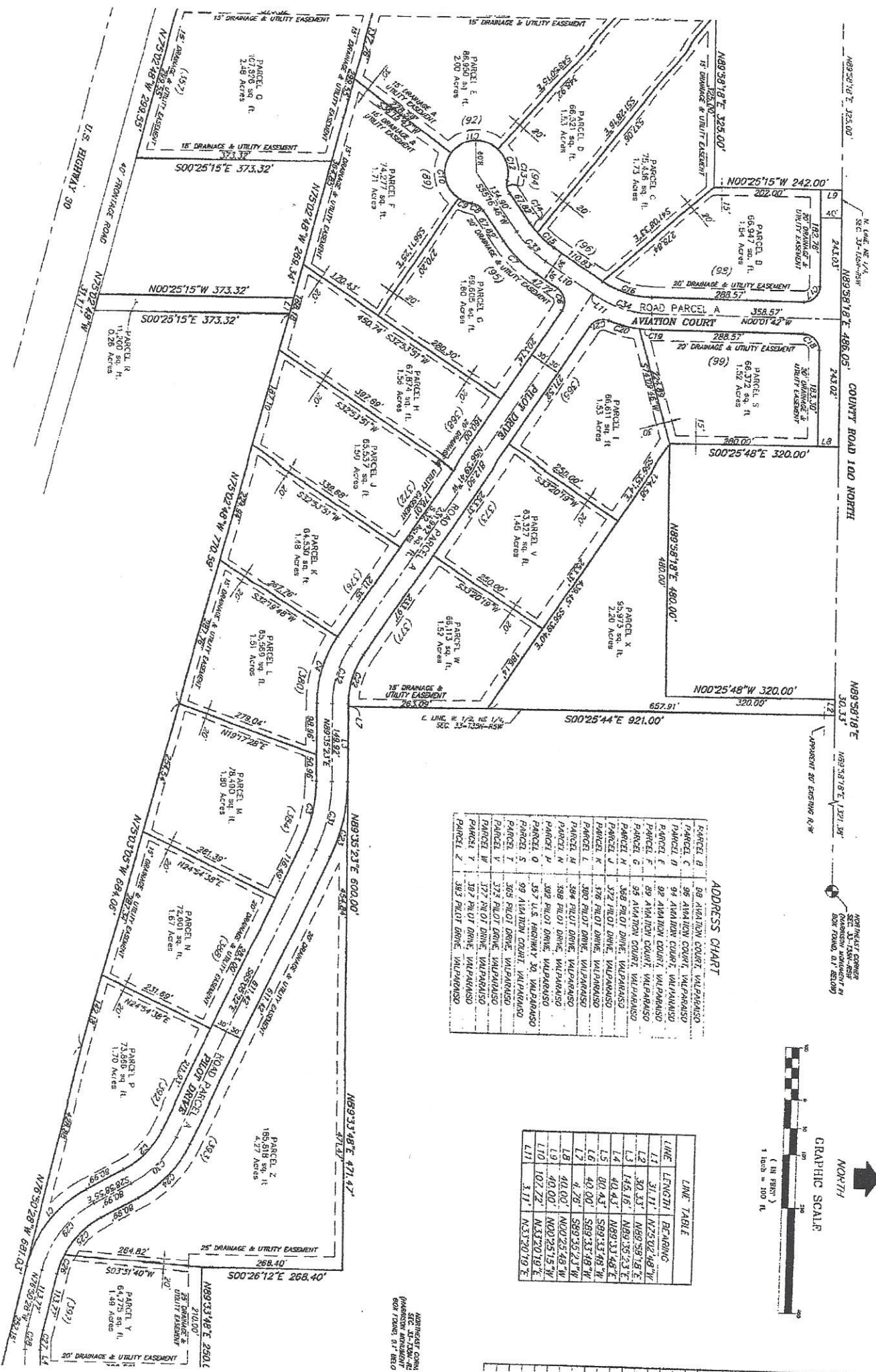
T.J.Z. PROPERTIES,LLC
JIM ZIMMER 219-405-8333
TERRY ZIMMER 219-405-8375

Located: 2 mi. east of 49, South of Porter County Airport & north of Rt. 30



ADDRESS DIAGRAM

A SUPPLEMENT TO DOCUMENT NO. 2006-034390

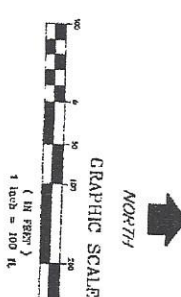


ADDRESS CHART

Parcel	Address
Parcel A	89 AVIATION COURT, VALPARAISO
Parcel B	90 AVIATION COURT, VALPARAISO
Parcel C	91 AVIATION COURT, VALPARAISO
Parcel D	92 AVIATION COURT, VALPARAISO
Parcel E	93 AVIATION COURT, VALPARAISO
Parcel F	94 AVIATION COURT, VALPARAISO
Parcel G	95 AVIATION COURT, VALPARAISO
Parcel H	96 AVIATION COURT, VALPARAISO
Parcel I	97 AVIATION COURT, VALPARAISO
Parcel J	98 AVIATION COURT, VALPARAISO
Parcel K	99 AVIATION COURT, VALPARAISO
Parcel L	300 PILOT DRIVE, VALPARAISO
Parcel M	301 PILOT DRIVE, VALPARAISO
Parcel N	302 PILOT DRIVE, VALPARAISO
Parcel O	303 PILOT DRIVE, VALPARAISO
Parcel P	304 PILOT DRIVE, VALPARAISO
Parcel Q	305 PILOT DRIVE, VALPARAISO
Parcel R	306 PILOT DRIVE, VALPARAISO
Parcel S	307 PILOT DRIVE, VALPARAISO
Parcel T	308 PILOT DRIVE, VALPARAISO
Parcel U	309 PILOT DRIVE, VALPARAISO
Parcel V	310 PILOT DRIVE, VALPARAISO
Parcel W	311 PILOT DRIVE, VALPARAISO
Parcel X	312 PILOT DRIVE, VALPARAISO
Parcel Y	313 PILOT DRIVE, VALPARAISO
Parcel Z	314 PILOT DRIVE, VALPARAISO

LINE TABLE

LINE	LENGTH	BEARING
L1	31.11'	N75°02'48"W
L2	30.33'	N89°59'18"E
L3	145.16'	N89°58'53"E
L4	40.43'	N89°53'48"E
L5	80.43'	S89°53'48"W
L6	40.00'	S89°53'48"W
L7	4.26'	S89°53'23"W
L8	40.00'	N00°25'48"W
L9	107.22'	N00°25'15"W
L10	107.22'	N33°20'19"E
L11	3.11'	N33°20'19"E



NORTH ARROW
SECTION 31, T40N, R4E
MANHATTAN MANAGEMENT
800 FORD D' BORO

MANHATTAN CORP
SEC. 31, T40N, R4E
MANHATTAN MANAGEMENT
800 FORD D' BORO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND GRANT OF EASEMENTS

This Declaration of Covenants, Conditions, Restrictions and Grant of Easements (this "Declaration") is made this 19th day of March, 2007, by T.J.Z. Properties, LLC, an Indiana limited liability company (the "Declarant"). This instrument is referred to herein as the "Declaration".

Recitals

- A. Declarant is the fee simple owner of the Covered Property described on Exhibit A attached hereto and incorporated herein, which is located in Washington Township, Porter County, Indiana, lying West of County Road 400 East and South of County Road 100 North.
- B. Declarant intends to establish the Covered Property as an integrated commercial center and deems it desirable to establish certain covenants, conditions, restrictions and easements upon each and every portion of the Covered Property for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property, and for the mutual benefit, use, occupancy and enjoyment thereof.
- C. It is desirable for the efficient management and use of the Covered Property and the preservation of the value, desirability and attractiveness of the Covered Property to create an incorporated Association as provided for herein to which Declarant shall delegate and assign the powers of administering the maintenance, repair and upkeep of the Easement Areas (as defined herein), and administering and enforcing these covenants, conditions, restrictions, and easements and collecting and managing the funds collected pursuant to the assessments and charges hereinafter created and to perform such other acts as shall generally benefit the Covered Property. A Plat of Survey depicting the boundary lines within the Covered Property was prepared by Duneland Group Engineering & Surveying dated November 10, 2006 and recorded as Document No. 2006-034390 in the Office of the Recorder of Porter County, Indiana.
- D. Parcels Q and R shown on the Plat of Survey are expressly omitted from the Covered Property and are not subject to this Declaration or the benefits or burdens set forth herein.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that the Covered Property shall be held, conveyed, transferred and leased subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of any current and future Owners and Occupants of the Covered Property and any portion thereof, their successors and assigns. These covenants, conditions, restrictions and easements shall run with the land and shall be binding upon all parties having or acquiring any right or title in the Covered Property or any portion thereof, and shall inure to the benefit of each Owner and Occupant thereof.

2007-008963

STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD
03/21/2007 04:12PM
LINDA D. TRINKLER
RECORDER

REC FEE: \$58.00
PAGES: 23

NOTE

✓

Article 1
DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

- 1.1 "Assessments" shall mean and refer to the following assessments hereinafter defined:
- 1.1.1 "Regular Assessment" shall mean the amount which is to be paid by each Owner to the Association for that Owner's share of Common Expenses. There are nineteen (19) Parcels adjoining the Road and each Owner shall pay 1/19 of the Common Expenses for each Parcel owned.
- 1.1.2 "Special Assessment" shall mean a charge against a particular Owner and the Owner's Parcel and the Improvements to the Parcel to reimburse the Association for costs incurred in bringing the Owner and the Owner's Parcel and the Improvements to the Parcel into compliance with the provisions of this Declaration, the Bylaws or Association Rules, or any other charge designated as a Special Assessment in this Declaration, the Bylaws or Association Rules, together with reasonable attorneys' fees, court costs and other charges payable by the Owner, pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.
- 1.1.3 "Capital Improvement Assessment" shall mean a charge against an Owner and the Owner's Parcel and the Improvements to the Parcel, representing an Owner's pro-rata share of the cost to the Association for installation, construction and reconstruction of any capital improvements within the Common Area which the Association may from time to time authorize pursuant to the provisions of this Declaration.
- 1.2 "Association" shall mean and refer to common association of Owners of Parcels formed (or to be formed) as provided for herein under the laws of the State of Indiana, its successors and assigns.
- 1.3 "Association Rules" shall mean and refer to those rules and regulations adopted by the Association pursuant to Article 6 hereof entitled "Duties and Powers of the Association."
- 1.4 "Board" shall mean the Board of Directors of the Association.
- 1.5 "Building" shall mean and refer to any structural improvement on any Parcel, which is enclosed by exterior walls, a floor and roof and is designed for commercial occupancy.
- 1.6 "Bylaws" shall mean and refer to the Bylaws of the Association as the same may from time to time be duly amended.
- 1.7 "Common Areas" or "Common Area" shall mean: (1) the Road Parcel A; (2) Parcel X; and (3) the Easement Areas all as shown on the Plat of Survey;

1.8 "Common Expenses" shall mean and refer to the actual or estimated costs of:

1.8.1 administration of the maintenance, management, operation, repair, reconstruction, and replacement of the Road, Road Parcel A, the detention facilities, Parcel X, or the Easement Areas described herein, and the common utilities lying on, above or under the Road;

1.8.2 unpaid assessments;

1.8.3 costs of the management and administration of the Association, including, but not limited to, compensation paid by the Association to property managers, accountants, attorneys and employees;

1.8.4 the costs of fire, casualty, liability, workmen's compensation and other insurance, covering the Association and/or the Common Areas;

1.8.5 reasonable cash reserves as deemed appropriate by the Board;

1.8.6 the costs of any other item or items designated by this Declaration, the Bylaws or Association Rules, or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.

1.9 "County" shall mean Porter County, Indiana.

1.10 "Covered Property" shall mean and refer to all of the real estate described and depicted on the Plat of Survey, except Parcel Q and Parcel R.

1.11 "Easement Areas" shall mean and include all easement areas located on the Parcels, including all 20 foot front, 15 foot rear, and 10 foot side drainage and utility easements, which easements house utility lines and related facilities used in common by two or more Parcel Owners, all as shown and delineated on the Plat, as well as any other areas designated herein as being maintained by the Association.

1.12 "Improvements" shall mean and include structures of any kind, whether above or below the land surface, including but not limited to driveways, walls, sewer facilities, drainage facilities, electrical facilities, communications facilities, gas and water lines and facilities, parking facilities, landscaping, walkways, fences, hedges, poles, lights, signs, waste disposal areas and other structures of any type or kind.

1.13 "Member" shall mean and refer to every Owner who qualifies for membership in the Association pursuant to this Declaration entitled "Membership", including the Declarant so long as the Declarant qualifies for membership in the Association pursuant to this Article.

1.14 "Occupant" shall mean and refer to the employees, agents, tenants, subtenants, contractors, assigns, licensees, invitees, permittees and others who utilize an Owner's Parcel under claim of right or with the Owner's consent.

1.15 "Owner" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of the fee simple title to a Parcel, or the vendee under an installment land sales contract with respect to such Parcel, but excluding those having any such interest merely as security for the performance of an obligation. For clarification, each Parcel shall have only one (1) recognized Owner, irrespective of the form or method of holding title to such Parcel, including co-ownership arrangements. In the event that more than one person or entity shall own any particular Parcel, said owners shall designate one Owner from amongst their number who is authorized to act on behalf of all other owners, and such designated owner's identity shall be disclosed in writing to the Association. In the event that the ownership of any Building or other Improvements on any Parcel shall ever be severed from the land, whether by lease or by deed, only the owner of the fee interest in the land shall be deemed an Owner hereunder. An Owner need not be an Occupant. The Owner of the fee title of a Parcel and not the lessee of such Parcel shall be deemed the Owner with respect to such Parcel, regardless of the terms or any other provisions of the applicable lease agreement.

1.16 "Parcel" shall mean each of the Parcels, as said Parcels are shown and delineated on the Plat of Survey. Each reference herein to any particular Parcel letter shall refer to such Parcel as shown on the Plat of Survey.

1.17 "Road" shall mean the roadway and related improvements installed by the Declarant, Association or any owner for the passage of vehicles and located within Road Parcel A on the Plat of Survey.

Article 2 MEMBERSHIP

2.1 Membership. Every Owner shall be a Member in the Association. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Bylaws and Association Rules to the extent the provisions thereof are not in conflict with this Declaration. Membership of Owners in the Association shall be appurtenant to and may not be separated from the fee simple interest of such Owner in a Parcel. Ownership of a Parcel shall be the sole qualification for membership in the Association. Not more than one membership in the Association shall exist based upon ownership of a single Parcel.

2.2 Transfer. Membership in the Association held by any Owner shall not be transferred, pledged or alienated in any way, except that such Membership shall automatically be transferred to the transferee of the fee simple interest of an Owner. Any attempt to make a prohibited transfer is void from the beginning and will not be reflected upon the books and records of the Association, nor will it be recognized by the Association in any other manner. The Association shall have the right to record the transfer upon the books of the Association without any further action or consent by the transferring Owner or the transferee.

2.3 Voting Rights. An Owner's right to vote shall vest immediately upon the sale of the last Parcel owned by Declarant or sooner if provided by amendment to this Declaration signed and recorded by Declarant. All voting rights shall be subject to the restrictions and limitations provided herein and in the Bylaws and Association Rules. All matters or issues submitted to the Owners for a vote

involving, related to, or arising from the Common Areas shall only be voted upon by those Owners responsible under this Declaration to pay the assessments for that Common Area, and those Owners not responsible to pay any assessments for that Common Area shall not be entitled to vote upon the matter or issue, and the matter or issue shall be validly and finally decided upon only by those Owners responsible to pay the assessments for that Common Area. (By way of example, only the Adjoining Owners shall vote upon and decide matters or issues involving, related to or arising from the Road, including snow and ice removal, maintenance, repair and upkeep of the Road, etc., and the Owners of Parcel Q and Parcel R shall have no vote on the matter or issue.) In the event that an Owner is comprised of more than one person and/or entity, such parties shall designate a single person or entity as such parties' agent for purposes of casting the votes of the Owner, and the agent shall file a written statement with the Association setting forth the name and address of said agent, and that said agent is authorized to cast the vote(s) on behalf of the Owner on any matter submitted to the Owners for a vote. All votes of each Owner must be voted unanimously in the same manner, for example votes may not be split for and against a particular matter. If any Owner casts the vote(s) representing the Owner's Parcel, it will thereafter be conclusively presumed for all purposes that said Owner was acting with the authority and consent of all other parties comprising such Owner, and such presumption shall be binding and enforceable by the Association against the Owner. Any votes cast with regard to any such Parcel in violation of this provision shall be null and void.

2.4 Association Board of Directors. For so long as Declarant, its successors or assigns, owns any unoccupied Parcel within the Covered Property or any part or portion thereof, Declarant shall exercise all of the rights, powers, duties and obligations of the Association defined herein ("Declarant Control Period"), and during the Declarant Control Period, all references herein to the "Association" and/or "Association Board of Directors" shall be deemed to refer to and mean the Declarant. During the Declarant Control Period, Declarant shall appoint all directors on the Association Board of Directors. Any director may resign at any time, and his or her successor shall be appointed by the Declarant. Upon the expiration of the Declarant Control Period, Declarant shall execute and record a written document delegating and assigning all of its rights, powers, duties and obligations to the Association, and the directors appointed by Declarant thereafter shall resign. The Owners shall elect three Owners to serve on the Association Board of Directors. After the full Board of Directors has been elected by the Owners, service on the Board shall be governed by the Association Bylaws as adopted by the Declarant's initial Board of Directors. The Declarant Control Period shall expire seven (7) years after the date of recording of this Declaration, unless earlier terminated in the Declarant's sole discretion.

2.5 Assignment of Declarant's Rights; Resignation; Amendment of Declaration by Declarant. In the event Declarant conveys an interest in the Covered Property to a third party, Declarant may (but shall not be obligated to) also assign its rights as Declarant hereunder pursuant to a written notice executed and recorded by the Declarant, and Declarant shall send written notice to all Owners of record. In the event the Declarant wishes to resign, Declarant may do so in its sole and absolute discretion pursuant to a written notice executed and recorded by Declarant, and Declarant shall send written notice to all Owners of record no later than sixty (60) days prior to such resignation.

Article 3
COVENANT FOR ASSESSMENTS

3.1 Creation of the Lien and Obligation of Assessments. Each Owner of a Parcel, by acceptance of a deed or other conveyance, creating in the Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance, is hereby deemed to covenant and agree to pay to the Association: Regular Assessments, Special Assessments, and Capital Improvement Assessments, such Assessments to be fixed, established and collected from time to time as provided in this Declaration. Each Owner shall be entitled to require payment of Assessments by the Occupants or lessees of the Owner's Parcel; provided, however, each Owner shall remain primarily liable for payment of any and all Assessments hereunder. The Assessments, together with interest thereon, late charges, attorneys' fees and court costs, and other costs of collection thereof, shall be a continuing lien upon the Parcel against which each Assessment is made and may be enforced by suit or any other manner provided by law. Each Assessment, together with interest, late charges, costs and attorneys' fees, shall be the obligation of the Owner of the Parcel at the time when the Assessment becomes due.

3.2 Regular Assessments. Not later than thirty (30) days prior to the beginning of each calendar year, the Association shall distribute to each Owner a *pro forma* operating statement or budget for the upcoming calendar year which shall, among other things, estimate the Common Expenses to be incurred by the Association for the following calendar year. The Association shall, at that time, determine the amount of the Regular Assessment to be paid by each Owner. Each Owner shall thereafter pay to the Association its Regular Assessment in installments as established by the Association not more frequently than monthly. Each installment shall be due and payable on the date established by the Association in the written notice sent to the Owners. In the event the Association shall determine that the estimate of Common Expenses for the calendar year is, or will become inadequate to meet all expenses, it shall then determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment against each Owner, and the date or dates when due. Not later than ninety (90) days after the end of each calendar year, the Association shall prepare a written reconciliation statement setting forth the actual Common Expenses incurred by the Association for the preceding calendar year and shall deliver the reconciliation statement to all Owners. If there are any excess funds collected as Assessments by the Association in any given calendar year, the Association shall reimburse the excess funds to the Owner or carry forward the excess funds as a credit to the Owners on the Owner's next Regular Assessment.

3.3 Capital Improvement Assessments. In addition to the Regular Assessments, the Association may levy in any calendar year, a Capital Improvement Assessment applicable to that calendar year only, for the purpose of defraying, in whole or in part, the cost of construction or replacement of a described capital improvement in, upon or about a Common Area. Any reserves collected by the Association as part of the Regular Assessment, shall not be included in determining the annual Capital Improvement Assessment.

3.4 Certificate of Payment. The Association shall, upon written demand, furnish to any Owner liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association,

setting forth whether the Assessments on a specified Parcel have been paid, and the amount of delinquency, if any. A reasonable charge not to exceed Fifty Dollars (\$50.00) may be collected by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid and shall be binding and enforceable against the Association.

3.5 Special Assessments. Special Assessments shall be levied by the Association against an Owner to reimburse the Association for:

3.5.1 costs and expenses incurred by the Association in bringing an Owner and the Owner's Parcel and Improvements on the Parcel into compliance with the provisions of this Declaration, the Bylaws or Association Rules, other than costs which are to be allocated as Regular Assessments or Capital Improvement Assessments;

3.5.2 any other charge designated as a Special Assessment in this Declaration, the Bylaws or Association Rules; and

3.5.3 reasonable attorneys' fees, interest, court costs and other charges relating thereto as provided in this Declaration.

3.6 Date of Commencement of Regular Assessments. An Owner's liability to pay the Regular, Special and Capital Improvement Assessments shall commence at the point in time that the Owner acquires fee simple title to a Parcel.

3.7 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offset against such amount shall be permitted for any reason, including the reason that an Owner has made or elects to make no use of the Road.

3.8 Reserves. The Regular Assessments may include a reasonable charge as determined by the Association to be collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas, or any other purpose as determined by the Association, provided such purpose is for the mutual benefit of all of the Parcels. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be held by the Association for the purposes for which they are collected.

Article 4

NONPAYMENT OF ASSESSMENTS

4.1 Delinquency. Any Assessment provided for in this Declaration, which is not paid when due shall be delinquent on that date (the "Delinquency Date"). If any such Assessment is not paid within ten (10) days after the Delinquency Date a late charge of Fifty Dollars (\$50.00) shall be levied and the Assessment shall bear interest from the Delinquency Date at the rate of ten percent (10%) per annum until paid. The amount of such late charge shall increase to Fifty-Five Dollars (\$55.00) on January 1, 2012, and shall further increase by \$5.00 on every fifth anniversary of such date thereafter. The Association may, at its option, and without waiving the right to judicially foreclose its lien against the

Parcel and Improvements thereto, pursue any available remedies, including, without limitation, bringing an action at law against the Owner obligated to pay the same, and/or upon compliance with the notice provisions set forth in Section 4.2 hereof, entitled "Notice of Lien" to foreclose the lien against the Parcel and Improvements hereon. If an action is commenced, there shall be added to the amount of the Assessment the late charge, interest, the costs of the action, and reasonable attorneys' fees incurred in connection with the action. Each Owner, by the acceptance of a deed for any Parcel, vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against the Owner and/or Parcel for the collection of delinquent Assessments.

4.2 Notice of Lien. No action shall be brought to foreclose an Assessment lien until sixty (60) days after the date a written notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, or such period of time as may be required by Indiana law, to the Owner of a Parcel, and a copy thereof is recorded by the Association in the office of the Porter County Recorder; said notice of claim of lien must recite a good and sufficient legal description of the Parcel, the record Owner or reputed Owner thereof, the amount claimed (which shall include interest on the unpaid Assessment per annum, a late charge, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

4.3 Curing of Default. Upon the timely payment or other satisfaction of:

4.3.1 . all delinquent Assessments specified in the notice of claim of lien;

4.3.2 all other Assessments which have become due and payable with respect to the Parcel as to which the notice of claim of lien was recorded; and

4.3.3 interest, late charges, lien recording fees, reasonable attorneys' fees and other costs of collection pursuant to this Declaration and the notice of claim of lien which have accrued, the Association shall file or record, as the case may be, an appropriate release of the notice of claim of lien.

4.4 Reassessment of Owners. If the Association is unable to collect payment from one or more Owners for any Assessment(s) prior to the Delinquency Date for such Assessment(s) (as described in Section 4.1), the Association, without releasing any delinquent Owner and without waiving any remedy set forth herein, may reassess the non-delinquent Owners for those unpaid Assessment(s). Upon obtaining the delinquent amount owing from the delinquent Owner, the Association shall reimburse the other Owners for the increase in the Assessment(s). The reimbursement shall only be available to the extent the Association obtains such delinquent amounts from the delinquent Owner.

Article 5

CONSTRUCTION OF IMPROVEMENTS

5.1 Completion of Work. After the commencement of construction of any Improvements to any Parcel (but not including Improvements made by Declarant), the work shall be diligently prosecuted so that the Parcel shall not remain in a partly finished condition any longer than reasonably necessary for the completion thereof, weather permitting and subject to force majeure. All construction shall be done so as to

cause minimal interference with the business operations conducted from those Parcels already developed. During construction, the construction site and surrounding areas shall be kept reasonably clean and free of construction material, trash and debris and appropriate precautions shall be taken to protect against personal injury and property damage. Failure to comply with this Section shall constitute a breach of this Declaration and subject the defaulting party or parties to any and all remedies provided by law or equity.

Article 6
DUTIES AND POWERS OF THE ASSOCIATION

6.1 General Duties and Powers. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the specific duties and powers specified in this Article.

6.2 General Duties of the Association. The Association, through the Board, shall have the duty and obligation to:

6.2.1 enforce the provisions of this Declaration, the Articles, Bylaws, and Association Rules, by appropriate means and carry out the obligations of the Association hereunder;

6.2.2 administer the maintenance, repair, and upkeep of the Common Areas as defined herein;

6.3 General Powers of the Association. The Association, through the Board, shall have the power but not the obligation to:

6.3.1 employ a property manager or other persons and contract with independent contractors or managing agents who have professional experience in the management of commercial property similar to the Covered Property, to perform all or any part of the duties and responsibilities of the Association;

6.3.2 acquire interests in real or personal property that may be necessary for the management of the Covered Property, the administration of the affairs of the Association or for the benefit of the Owners;

6.3.3 borrow money as may be needed in connection with the discharge by the Association of its powers and duties; and

6.3.4 close temporarily any portion of the Common Areas for maintenance and repair purposes;

6.3.5 obtain and maintain all necessary insurance coverage, specifically including Directors & Officers coverage, and insuring over the Common Areas and to timely pay the premiums therefore; and

6.3.6 to take any and all other actions reasonably determined by the Association to further the interests of the Association or in furtherance of this Declaration and the matters contained herein.

6.4 Association Rules. The Association shall also have the power to adopt, amend and repeal rules and regulations as it deems reasonable (the "Association Rules"). The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Areas; provided, however, that the Association Rules may not discriminate among Owners and each Parcel shall be assessed an equal amount regardless of circumstances where some Parcels are benefitted to a greater extent than other Parcels. The Association shall not be inconsistent with this Declaration or the Bylaws, and they shall not be selectively enforced. In this regard, the Association Rules shall not diminish the Association's Obligations set forth in this Declaration. Upon completion of the notice requirements, the Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and their successors in interest. The Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner and mortgagee upon written request.

6.5 Delegation of Powers. The Association shall have the right to delegate to committees, officers, employees or agents any of its duties and powers under this Declaration and Bylaws; provided, however, no such delegation to a professional management company or otherwise shall relieve the Association of its primary obligation to perform the delegated duty.

6.6 Emergency Powers. The Association or any person authorized by the Association may enter any Parcel including portions thereof which are not part of the Common Areas, in the event of any emergency involving illness or potential danger to life or property, and to exercise the Association's rights pursuant to Article 7.3.

Article 7 MAINTENANCE, REPAIR, AND PRORATIONS

7.1 Repair and Maintenance by Association. Except to the extent that an Owner may be obligated hereunder, or the County or any other governmental agency or body or public utility company has accepted the obligation, to maintain and repair any portion of the Common Areas, the Association shall have the duty to accomplish the following upon the Common Areas:

7.1.1 Road Parcel A. The Association shall administer the repair, maintenance, and upkeep of the Road. The cost of repair, maintenance and upkeep of the Road, including snow and ice removal, paving repair, crack sealing, sweeping and debris removal, and striping and line painting shall be assessed as a Common Expense to all Owners. The cost of Road maintenance shall be calculated as follows: all Owners shall be responsible to pay their pro-rata share of such repair, maintenance, and upkeep costs to the Association as a Common Expense. The pro-rata share shall be calculated as follows for each adjacent Parcel: the total estimated annual costs to the Association for the repair, maintenance and upkeep of the Road divided by nineteen (19), the total number of Parcels located within the Covered