

VIII.

CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The DWELLINGS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS shall be, and the same are hereby, declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein, governing the use of said DWELLINGS and COMMON ELEMENTS, and setting forth the obligations and responsibilities incident to ownership of each DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS, and said DWELLINGS and COMMON ELEMENTS are further declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the land and improvements of the CONDOMINIUM.

IX.

PERPETUAL NON-EXCLUSIVE EASEMENT
IN COMMON ELEMENTS

The COMMON ELEMENTS shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of DWELLINGS in the CONDOMINIUM for their use and the use of their immediate families, guests, and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of DWELLINGS. Notwithstanding anything above provided in this Article, Greenfields at College Park Homeowners Association, Inc., hereinafter identified, shall have the right to establish the rules and regulations pursuant to which the owner or owners of any DWELLING may be entitled to the exclusive use of any parking space or spaces. The easements herein granted shall be located in Phases I through XXV, and, as to Phase II through XXV property, shall become automatically operative and enforceable by submission of Phase II through XXV to the regime even if not specifically referred to. Provided, further, that if the Board of Directors of said Association determines it to be in the best interest of all of the Co-owners, the Board of Directors may hereafter grant easements for the benefit of the Regime Property and the Co-owners. Each Co-owner, by the acceptance of the deed to his DWELLING does hereby grant to the Board of Directors an irrevocable power of attorney to execute and deliver and record for and in the name of each Co-owner such instruments as may be necessary and proper to the granting of such easements.

X.

EASEMENT FOR UNINTENTIONAL AND NON-
NEGLIGENT ENCROACHMENTS

If any portion of the COMMON ELEMENTS now encroaches upon any condominium DWELLING or if any condominium DWELLING now encroaches upon any other condominium DWELLING or upon any portion of the COMMON ELEMENTS as a result of the construction or repair of any building or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building or otherwise, a valid easement for the encroachment and for the maintenance of the same, so long as the building stands, shall exist. In the event any building, any condominium DWELLING, any adjoining condominium DWELLING, or any adjoining COMMON ELEMENT shall be partially or totally destroyed as the result of fire or other casualty or as the result of condemnation or eminent domain proceedings and the reconstructed encroachments of parts of the COMMON ELEMENTS upon any condominium DWELLING or over any condominium DWELLING, upon any other condominium DWELLING or upon any portion of the COMMON ELEMENTS due to such reconstruction shall be permitted

