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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
GLACIER BUSINESS CENTER**

THIS DECLARATION, made this 20th day of April, 2005, by Nolan Holdings, LLC, a Montana Limited Liability Company, hereinafter referred to as "DECLARANT";

WHEREAS, Declarant is the Owner of the real property situated in Flathead County, Montana to be developed and known as Glacier Business Center; and

WHEREAS, Declarant is desirous of subjecting said real property to the Covenants, Conditions and Restrictions hereinafter set forth, each of which is and are for the benefit of said property and for each Unit Owner thereof, and shall inure to the benefit of said property and for each and every parcel thereof, and shall apply to and bind the Declarant's and its successors in interest, and any Unit Owner thereof;

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article I is and shall be held, transferred, sold and conveyed subject to the Covenants, Conditions and Restrictions hereinafter set forth, which shall run with the land and inure to the benefit of each Unit Owner.

ARTICLE I

A. Property. The real property which is and shall be held, conveyed, transferred and sold subject to the Covenants, Conditions and Restrictions hereinafter set forth is situated in the County of Flathead, State of Montana, and is described as follows:

A tract of land situated, lying and being in the Southwest Quarter of the Northeast Quarter of Section 1, Township 29 North, Range 22 West, P.M.M., Flathead County, Montana, described as follows:

Commencing at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 1, Township 29 North, Range 22 West, P.M.M., Flathead County, Montana, which is a point; thence South 00°05'00" East along the West boundary of said Southwest

Quarter of the Northeast Quarter of said Section 1, a distance of 60 feet to a point on the Southerly right of way line of a 60 foot deeded county road known as County Dump Road; thence North 89°53'45" East along said right of way line, a distance of 667.44 feet to a point; thence South 00°06'03" East leaving said right of way line, a distance of 270 feet to a point which is the True Place of Beginning of the tract of land herein described; thence North 89°53'45" East, a distance of 571.16 feet to a point on the Westerly right of way line of U.S. Highway No. 93; thence South 00°06'29" West along said right of way line, a distance of 657.36 feet to a point; thence South 89°46'39" West leaving said right of way line, a distance of 568.77 feet to a point; thence North 00°06'03" West, a distance of 658.53 feet to the Place of Beginning.

Also known as Tract 2 of Certificate of Survey No. 6415, records of Flathead County, Montana.

EXCEPTING THEREFROM that portion deeded to the State of Montana for highway purposes, recorded April 30, 1956 in Book 387, Page 330, as Doc. No. 2875 AND recorded December 6, 1932 in Book 211, Page 243 AND recorded September 24, 1991 as Doc. No. 91-267-09200, records of Flathead County, Montana.

No other property, other than that described above, shall be deemed subject to this Declaration unless and until specifically made subject thereto.

B. Definitions.

1. "Association" shall mean the association of all the condominium unit owners on the property described hereinabove and its/their successors and assigns in its/their capacity to oversee, administer and enforce these Covenants, Conditions and Restrictions. The Association may also be referred to herein as "Glacier Business Center Unit Owners Association, Inc.", which shall be formed by the Declarant as a Montana not for profit corporation.

2. "Common properties" or "common area" shall mean those areas of land set forth as Common Elements in the Declarations of Unit

Ownership of Glacier Business Center recorded in the records of Flathead County, Montana, on the property hereinabove described, other than any individual unit ownership footprints set forth thereupon. Said common element property shall be conveyed to and owned by the Association.

3. "Declarant" shall mean Nolan Holdings, LLC, a Montana Limited Liability Company, its successors and assigns.

4. "Unit" shall mean any building, or portion of a building including attached decks, driveways, and walkways, situated upon the Properties designed and intended for the use and occupancy. Units shall not be deemed "common properties" or "common areas".

5. "Member" shall mean an Owner of a Unit which is subject to assessment hereunder, in the context of a Unit Owner's membership of the "Association".

6. "Owner" shall mean the record owner of a fee simple title to any Unit which is part of the property and shall also include a contract buyer.

7. "Property" shall mean the real property described in Article I, paragraph A hereinabove, which may also be referred to as Glacier Business Center.

ARTICLE II
USE OF THE COMMON AREA

A. Common Area. The Common Area described as general common elements in the Declarations of Unit Ownership shall be owned by the Association.

B. Unit Owner's Easements of Enjoyment and Property Rights. Every Unit Owner shall have a right and easement of enjoyment of the common area and said right shall be appurtenant to and shall pass along with title every Unit subject to the following provisions:

1. Suspension of Voting Rights. The Association retains the right to suspend any Unit Owner's voting and use rights for any period during which any assessment against a Unit remains unpaid, and for a

period not to exceed sixty (60) days for any infraction of its published rules and regulations;

2. Dedication. The Association retains the right to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedications or transfer shall be effective absent the unanimous written consent of all Unit owners to such dedication or transfer;

3. Fees. The Association retains the right to charge reasonable admission and other fees for the use, care, maintenance and improvements of the common area and for furnishings or providing services and facilities to the property and the Unit Owners hereof;

4. Liens. The Association retains the right to place liens on the title to any Unit whose Unit Owner(s) fail to pay any fee.

C. Delegation of Use. Any Unit Owner may delegate, in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association his or her rights of enjoyment to the common area facilities to their guests, tenants, or contract purchasers.

D. Unit Owner's Easement for Ingress and Egress. Each Unit Owner is hereby granted an easement, which shall run with the land, across the common area as necessary for ingress and egress and the maintenance of utilities to and from his or her Unit.

E. Encroachment and Overhang Easements. Each Unit and the common area shall be subject to an easement for overhangs and minor encroachments by walls, structures and fences upon adjacent Units as constructed by the original builder or as reconstructed or repaired in accordance with the original plans and specifications, such easement shall be in favor of the Association.

F. Storm Drainage System/Pool Water Discharge. Any Unit Owner may discharge/drain water from swimming/diving pools located on the Unit property into the Common Area Storm Water Drainage System on an annual basis provided that the drainage is accomplished during the months of May through September between the hours of 6:00 p.m. and 6:00 a.m. and at any time in the event of a health emergency.

ARTICLE III
ASSOCIATION MEMBERSHIP

A. Membership. The Association shall have as Members the Owners of each of the Units. Membership shall be appurtenant to and shall not be separated from ownership of any Unit. Members shall participate in a manner prescribed by this Declaration and the Articles of Incorporation and By-Laws of the Association, and subsequent resolutions of the Association's Board of Directors. The Association's purpose is to control, maintain and improve the common area and exteriors of the Units, and to provide services and facilities for those purposes to the Unit Owners as it may determine are necessary, from time to time.

B. Amendment. The provisions of this Article may be amended at any time by an instrument signed by not less than seventy-five per cent (75%) of the owners, provided that each Unit is limited to one vote. Any such amendment must be recorded with the Clerk and Recorder of Flathead County, Montana.

ARTICLE IV
ASSOCIATION VOTING RIGHTS

A. Allocation of Voting Rights. Each Unit Owner shall be entitled to one vote for each Unit that he, she or it owns. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as those members may determine, but in no event shall more than one vote be cast with respect to any unit.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

A. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Unit owned within the Property, hereby covenants, and each subsequent Unit Owner of any Unit, as evidenced by recordation of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges;
2. Special assessments for capital improvements, as provided in paragraph E hereof;

3. Amounts sufficient to indemnify and hold the Association harmless from all obligations undertaken or incurred by the Association at or on account of an individual Unit Owner's special request and to repay the Association for all expenditures on account thereof;

4. Amounts sufficient to reimburse the Association for the cost of performing any obligation of a Unit Owner which he or she has failed to timely pay or perform. The aforesaid obligation, together with interest, court costs, reasonable attorney's fees and all other collection expenses, shall be a charge and a continuing lien upon the Unit against which each such obligation is paid, or with reference to which each such charge is incurred. Each assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due or charge was incurred; and,

5. Assessments made by the Association for taxes and for the maintenance and improvement of the common areas shall be a lien against the Units, and may be enforced by judicial process, including the right to recover all costs of collection and reasonable attorneys fees.

B. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the common area, and of the buildings and open spaces situated upon the Property.

C. Annual Assessments. The annual assessments shall be determined at the sole discretion of the Board of Directors of the Association.

D. Apportionment of Assessments. All assessments shall be apportioned as follows: From time to time, but not less frequently than semi-annually, the Board of Directors of the Association shall approve total projected and experienced expenditures for the Common Area. The Unit Owners' assessment shall be determined by dividing the total expenses/expenditures by the total number of Units, [\$100 total expenses ÷ 10 total units = \$10.00 per unit]. Such assessments shall include an adequate reserve fund for taxes, maintenance, repairs and replacement of those elements of the common property that must be replaced on a periodic basis, in order that such costs may be collected in regular installments rather than by special assessment.

E. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of not less than seventy-five per cent (75%) of the unit owners who are voting in person or by proxy at a meeting duly called for this purpose.

F. Notice and Quorum for Any Action Authorized Under Paragraph E. Written notice of any meeting called for the purpose of taking any action authorized under paragraph E shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of Members, or their proxies, entitled to cast seventy five percent (75%) of all votes of the membership shall constitute a quorum.

G. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units. This provision shall not preclude the Association from making a separate or additional charge to a Unit Owner on account of special services or benefits rendered, conferred or obtained; provided that the special service causes additional expense to the Association in excess of normal operating cost.

H. Date of Commencement of Annual Assessments: Dues. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the construction of the Unit. This first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment and of any special charges shall be sent to every Unit Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth when the assessments and charges on a specified Unit have been paid.

I. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The association may bring an action at law against the Unit Owner personally obligated to pay the same, or foreclose the lien against the property. No Unit Owner may

waive or otherwise escape liability for the assessments or charges provided for herein by non-use of the common area or abandonment of his Unit. Sale or transfer of any Unit shall not affect the lien for assessments or charges.

ARTICLE VI
EXTERIOR MAINTENANCE

A. Units. All exterior maintenance shall be the responsibility of the Unit Owners; provided however, that if a Unit Owner shall fail to maintain or make the repairs or replacement which are the responsibility of such Unit Owner, then, upon vote of a majority of the Board of Directors, and after not less than thirty (30) days notice to the Unit Owner, the Association shall have the right (but not the obligation) to enter upon or into the Unit and provide such maintenance or make such repairs or replacements and the cost thereof shall be added to the assessments chargeable to such Unit Owner and shall be payable to the Association by the Unit Owner of said Unit.

B. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association's agents or employees shall have the right after reasonable notice to the Unit Owner to enter upon a Unit or upon any portion of the common areas, at reasonable hours, and without notice at any time in the event of an emergency.

ARTICLE VII
DUTIES AND POWERS OF THE UNIT OWNER'S ASSOCIATION

A. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

1. Common Areas. Maintain and otherwise manage all of the common area and all facilities, improvements and landscaping thereon, and all property that may be acquired by the Association.
2. Furnishings and Equipment. Obtain and maintain for the use of the common area such furnishings and equipment as the Board of Directors shall deem necessary or proper.
3. Exterior Maintenance. May maintain the exterior of the Units in the manner and subject to the limitations set forth in Article VI.

4. Utilities: Refuse Collection. Have the authority to obtain all utility services for the use of the Unit Owners, including, but not limited to, water, gas, sewer, electricity, and refuse collection; and, to the extent not separately charged or metered, for the individual units upon the Unit Owner's request and promise to pay therefor.
 5. Legal and Accounting Services. Have the authority to obtain legal and accounting services necessary or proper in the operation of the project or the enforcement of these Covenants, Conditions and Restrictions.
 6. Easements. Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the Units.
 7. Employ. Have the authority to employ a manager and/or other person(s) and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.
 8. Contingency Fund. Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association. Said fund shall be used by the Association as the Board of Directors shall deem fit to carry out the objectives and purposes of the Association, and shall be added to and made a part of the regular assessments provided for in paragraphs A, B, C, and F of Article V hereof.
 9. Purchase Insurance. Have the power to purchase insurance for either or both the common areas and all or any part of the Units for such risks, and from such companies, and in such amounts as the Board of Directors of the Association shall determine and to assess the premium costs thereof in any manner that the Board of Directors of the Association shall deem to be appropriate. Premium costs for risks associated with the common area shall be part of the general assessments.
- B. Liability and Other Insurance. Public liability insurance and common area property damage insurance shall be purchased by the Board of Directors or acquired by assignment from Declarant, as promptly as possible following its

election, and shall be maintained in force at all times, the premium thereon to be paid out of the Association's funds. The insurance shall be carried with reputable companies authorized to do business in Montana. The policy shall name the Association, its directors, officers, employees and agents (in the scope of their employment), as insureds. The Insurance policy(ies) shall insure against, but may not be limited to, injury or damage occurring in the common area.

1. Other Insurance. The Board of Directors of the Association may purchase additional insurance as the Board of Directors may determine is advisable including, but not limited to, officers and directors liability, errors and omissions, workman's compensation insurance, demolition insurance to remove improvements that are not rebuilt, fidelity bonds, and insurance on Association-owned personal property. All premiums therefore shall be paid out of the Association's funds.

2. Unit Owner's Insurance. All Unit Owners are responsible to insure their Unit, both as to the entirety of the Unit, exterior and interior, inclusive of the personal contents thereof.

C. Other Duties and Powers. The Association and its Board of Directors acting in its behalf shall obtain, provide and pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, or pay any taxes or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of these Restrictions or by law or which in its opinion shall be necessary or proper for the operation of the project or for the enforcement of these Restrictions; provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are specially provided for particular Units. The Association may likewise pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof which may, in the opinion of the Board of Directors, constitute a lien against the common areas, rather than merely against the interests therein of a particular Unit Owner, provided that where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Board of Directors by reason of said lien or liens, shall be specially assessed to said Unit Owners.

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ARTICLE VIII
UTILITIES

A. Rights and Duties of Owners. The rights and duties of the Unit Owners with respect to sanitary sewer, water, electricity, gas and telephone lines and facilities shall be governed by the following:

1. Easement. Wherever sanitary sewer or water connections or electricity, gas, telephone or other similar lines or pipes are installed upon the Property, which connections, lines, or pipes, or any portion thereof lie in or under Units owned by other than an Owner of the Unit served by said connections, lines or pipes, the Owners of the Unit served shall have the right, and are hereby granted an easement to the extent necessary therefor, at reasonable hours, to enter upon the Unit within the property in or upon which said connections, lines or pipes, or any portion thereof, lie, in order to repair, replace and generally maintain said connections, lines and pipes, at the sole expense of the Owner of the unit served.

2. Common Connections Lines or Pipes. Wherever sanitary sewer or water connections, or electricity, gas or telephone lines or pipes, are installed within the Property, which connections serve more than one Unit, the Owner of each Unit served by said connections, lines and pipes, shall be entitled to the full use and enjoyment of such portions of said connections, lines and pipes, as serve a Unit.

3. Resolution of Dispute. In the event of a dispute between Unit Owners with respect to the repair or rebuilding of said connections, lines or pipes, or with respect to the sharing of the cost therein, then, upon written request of one of such Unit Owners, addressed to the Association, the matter shall be submitted to the Board of Directors who shall decide the dispute, and the decision of the Board shall be final and conclusive.

B. Declarant's Easement. Easements over the Property for the installation and maintenance of electric, telephone, water, gas and sanitary sewer lines, pipes and facilities, and for drainage facilities, as shown on the recorded plat of the Property and as the Declarant, in its sole discretion may hereafter determine may be required or needed to service the Property, or any Units, are hereby reserved by Declarant, together with the right to grant and transfer the same.

ARTICLE IX
ARCHITECTURAL CONTROL

A. Architectural Approval. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall an exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, location and other material attributes of the same shall have been submitted to, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee (hereinafter the ARC), established pursuant to the provisions of paragraph B of this Article. In the event said Board of Directors fails to approve the plans within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

B. Appointment of Architectural Review Committee. Declarant shall retain the right to appoint and remove the initial members as well as any replacement members, necessary due to the resignation, death or removal of a member of the ARC. The ARC shall consist of not less than three members who shall remain in office until Declarant relinquishes the right to appoint the members of the ARC to the Association or until such time as less than 75% of the Property is owned by Unit Owners other than the Declarant, whichever shall first occur. From and after such event or time, the ARC shall be composed of the Board of Directors of the Association or by three Members of the Association appointed by said Board of Directors.

ARTICLE X
USE RESTRICTIONS

In addition to all other covenants contained herein, the use of each Unit herein is restricted as follows:

A. Restricted Use. The property described herein shall be used for commercial/office and retail in accordance with the Flathead County B-2 zoning regulations.

B. Building Size. Each building or other structure shall be constructed, erected and maintained in strict accordance with plans and specifications, which must be approved by the ARC prior to the commencement of any construction unless otherwise agreed to in writing by said ARC.

C. Utilities. All utilities including but not limited to power, electric, and telephone shall be underground.

D. Conformance. All signage, graphics and lighting shall conform to and be superseded by the Flathead County Zoning Ordinance Section 5.10.

E. Signs, Graphics and Lighting. Signs, graphics and lighting within Glacier Business Center may express the individual Unit Owner's identity or that of his/her lessee, but must coincidentally and primarily express the themes and identity of the Glacier Business Center, reinforcing that character with the intent to accomplish the following:

1. Be appropriate to the type of activity to which it pertains, recognizing that careful use of color, lighting and materials in sign fabrication can contribute to quick and easy communication of information spelled out by letters and symbols.
2. Be compatible with the visual character of the area surrounding it in order to achieve aesthetically pleasing graphics and more effective graphics whose message can readily be perceived and accepted.
3. Be legible in the circumstances in which they are seen recognizing that graphic effectiveness is a function of dynamic visual acuity-how people see when they are in motion.
4. To accomplish the above all signs, graphics and lighting shall conform to the following requirements, as well as being first approved by the ARC prior to display:
 - a. Temporary signs and banners, including window signs, are permitted only with the approval of the ARC, which shall specify the size, location and duration of display of each sign. No Unit shall be permitted to display temporary signs for more than thirty days of any calendar year.
 - b. All signs shall be submitted to and approved in writing by the ARC prior to installation.
 - c. Signs, graphics and lighting may be permitted on the face of a building upon approval of the ARC.

d. Wall signs and graphics may be attached flat pinned away from a wall and shall not project from the wall more than ten inches.

e. Wall signs and graphics on buildings on Lots 1, 2, 3 and 4, which front on Highway 93 shall not exceed forty-eight square feet. Wall signs and graphics which front on Business Center Loop, shall not exceed twelve square feet.

f. Back lit signs and graphics shall be permitted. Signs and graphics maybe front illuminated upon approval of the ARC. Bent neon tube illumination may be permitted upon approval by the ARC.

g. Signs, graphics and lighting shall only be permitted upon the "signable wall area" defined herein.

5. The following signs, graphics, and lighting are prohibited:

a. Permanent banners and other wind or mechanically propelled displays;

b. Internally illuminated signs and graphics, and/or flashing or moving signs; and

d. Roof mounted signs.

6. No other signs, graphics, lighting or advertising devices of any nature except those authorized by the ARC shall be erected or maintained on any part of the property. The Association, however, may erect signs or notices for identification purposes in accordance with applicable state and municipal laws or codes.

7. A Unit Owner, prior to requesting approval of any sign, graphic, or lighting, shall determine the proposed sign, graphic, or lighting area by choosing one such area of the building facade, and by then calculating the number of square feet which are enclosed by an imaginary rectangle or square drawn around this area. This proposed signable wall area and a depiction of the sign, graphic, or lighting shall then be submitted to the ARC. In calculating the signable wall area of a building, which may be used for wall graphics, the following provisions shall apply:

a. "Signable wall area" of the building means an area of the facade of the building up to the roofline, which is free of windows, doors or major architectural detail;

b. If the graphic is enclosed by a box or outline, the total area of the graphic, including the background, is counted as part of the signable area; and,

c. If the graphic consists of individual letters, only the area of the letters is counted as part of the signable area.

F. Landscaping. All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses; but the Architectural Review Committee may approve construction of gardens, lawns and landscaped exterior areas.

G. Nuisance. No obnoxious or offensive activity shall be carried on, nor shall anything be done or permitted which shall constitute a public nuisance.

H. Vehicles and Recreational Equipment. No trailer, camper, boat or similar equipment shall be permitted to remain upon or within the property.

I. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or within any Unit, with the exception of service dogs to assist individuals visually or otherwise impaired. Notwithstanding the foregoing, no animal may be kept on the Property which results in any annoyance to other Unit Owners or tenants in the vicinity.

J. Trash. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon.

K. Antennas. No alteration to or modification of any radio and television antenna system, as developed by Declarant, shall be permitted and no Unit Owner may be permitted to construct or use and operate his own external radio or television antenna, without the written approval of the Architectural Review Committee.

L. Common Mail Receptacles. A common facility shall be placed by the Declarant for use by the United States Postal Service for mail pick up and delivery. The facility so constructed shall be a common element.

M. Parking. No parking shall be allowed in the common area except in parking areas designated by the Declarant.

ARTICLE XI
PARTY WALLS

A. General Rules to Law to Apply. Each wall which is built as a part of the original construction of a Unit upon the Property and placed on the dividing line between Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners of Units which are separated by said party wall. Declarant reserves and each unit owner grants a reciprocal easement for access to the premises of the other for the purpose of performing repair or maintenance work to the party wall and any utility services contained therein.

C. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Unit Owner who has use of the wall may restore it, and if the other Unit Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Unit Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

D. Protection from Weather. Notwithstanding any other provision of this Article, any Unit Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. Right to Contribution Runs with Land. The right of any Unit Owner to contribution from any other Unit Owner under this Article shall be appurtenant to the land and shall pass to such Unit Owner's successors in title.

ARTICLE XII
GENERAL PROVISIONS

A. Enforcement. The Association, in the first instance, or any Unit Owner,

should the Association fail to act within a reasonable time, shall have the right to enforce, by any proceeding at law or in equity, all limitations, restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration, or any amendment hereto. Failure by the Association or by any Unit Owner to enforce any limitation, condition, reservation, lien, charge, covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter. Deeds of conveyance of said property, or any part thereof, and each and all such restrictive covenants, shall be valid and binding upon each Unit Owner. Violations of any one or more of these covenants, conditions, and restrictions shall not affect the lien of any mortgage or deed of trust now of record or which hereafter may be placed of record upon said Units or any part thereof.

B. Severability. Invalidation of any one of these covenants, conditions or restrictions, or any portion thereof, by judgment or court order shall not affect the validity or enforceability of any other covenant, condition or restriction, or any portion thereof, the remaining provisions of which shall remain in full force and effect.

C. Term. These covenants, conditions and restrictions run with the land and shall be binding upon all parties and all persons claiming under them, for a period of twenty (20) years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by not less than seventy-five per cent (75%) of the Unit Owners has been recorded, agreeing to terminate said protective covenants or change them in whole or in part. Each Unit, regardless of size or of any deeded ownership interest, shall be entitled to one vote under this Section.

D. Amendment. This Declaration may be amended by an instrument signed by not less than seventy-five per cent (75%) of the Unit Owners, which instrument has been recorded, agreeing to such amendment. Each Unit, regardless of size or of any deeded ownership interest, shall be entitled to one vote under this Section.

E. Construction. This Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan and scheme for the development of a commercial office condominium project and for the maintenance of the common facilities and areas. The provisions hereof shall be construed in a manner which will effectuate the annexation to and merger into the project of additional land. The Article and paragraph headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

1. All terms and words used in this Declaration regardless of the gender used shall be deemed and construed to include any other gender, masculine, feminine or neuter, as the context or sense of this Declaration or any part hereof may require.

