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Bernard J. Youngblood
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FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NORTHVILLE HILLS GOLF CLUB NO.1

As recorded in Liber 115,
Pages 73 through 91, W.C.R.

AND

NORTHVILLE HILLS GOLF CLUB NO.2

As recorded in Liber 116,
Pages 27 through 44, W.C.R.

AND

NORTHVILLE HILLS GOLF CLUB NO.3

As recorded in Liber 117,
Pages 11 through 24, W.C.R.

AND

NORTHVILLE HILLS GOLF CLUB NO.4

As recorded in Liber 119,
Pages 44 through 52, W.C.R.

AND

EAST NORTHVILLE HILLS GOLF CLUB SUBDIVISION NO.1

As recorded in Liber 116,
Pages 96-101, W.C.R.

AND

EAST NORTHVILLE HILLS GOLF CLUB SUBDIVISION NO.2

As recorded in Liber 121,
Pages 1-14, W.C.R.

AND

EAST NORTHVILLE HILLS GOLF CLUB SUBDIVISION NO.3

As recorded in Liber 122,
Pages 33-41, W.C.R.

NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN

**FIRST AMENDED
DECLARATION OF MASTER COVENANTS, CONDITIONS
AND RESTRICTIONS FOR NORTHVILLE HILLS GOLF CLUB**

THIS FIRST AMENDED DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 2nd day of August, 2011, by TOLL NORTHVILLE LIMITED PARTNERSHIP, a Michigan limited partnership, which declares hereby that the "Property" described in Article 2 of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.01 Definitions. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Architectural Control Committee" or "Committee" shall mean and refer to the committee of the Master Association responsible for performing the architectural review and approval functions set forth in Article 9 of this Declaration.
- (b) "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time, a current copy of which is attached hereto as Exhibit "A".
- (c) "Assessments" shall mean and refer to the various forms of payment to the Association which are required to be made by Owners, as more particularly defined in Section 8.01 of this Declaration.
- (d) "Association" or "Master Association" shall mean and refer to the NORTHVILLE HILLS GOLF CLUB HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation. The Master Association shall be solely responsible for all Common Property, including all Open Space, created by plats of the Property. Any separate Neighborhood Association that may be created shall be empowered only with respect to architectural and building and use restrictions for portions of the Property.

(e) "Board" or "Board of Directors" shall mean and refer to the duly constituted Board of Directors of the Association, from time to time.

(f) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time. A copy of the current Bylaws of the Association is attached hereto as Exhibit "B".

(g) "Builder" shall mean any party constructing a home on a Lot owned by such party and designated in writing by Declarant as a Builder under this Declaration; provided, however, that for purposes of this Declaration, the term "Builder" does not include (i) the Declarant or its affiliates (including Toll Brothers, Inc.); or (ii) the Designated Lot Developer and its builders with respect to Lots owned (or being acquired on land contract) by the Designated Lot Developer.

(h) "Club" shall mean the golf club located on the Club Property and all facilities properties and appurtenances thereto.

(i) "Club Owner" shall mean and refer to the fee owner of the Club and the Club Property from time to time.

(j) "Club Property" shall mean the real property designated as "Golf Course" on Exhibit "C" attached hereto and made a part hereof. The layout and use of the Club Property as a master planned residential golf course (the Golf Club) including without limitation the club house, banquet center, restaurant, driving range and related amenities and accessory uses, may not be modified without the prior written consent of the Township.

(k) "Common Property" shall mean and refer to the property designated as Open Space on Exhibit "C" attached hereto and made a part hereof, together with all bike paths and pedestrian paths at the perimeter of the Property, plus all property designated as Common Property herein or by Supplemental Declaration which may include all of the following if located thereon: all pedestrian walkway areas, parking areas and drives, structures, recreational facilities, sprinkler systems and street lights, if any, but shall exclude (i) any public utility installations thereon, (ii) all portions of any Community Systems (as defined below) not made Common Property pursuant to Section 19.14 hereof, and (iii) any other property of Declarant not intended to be made Common Property. The Common Property are subject to the express requirements of the governmental agreements listed in Article 17, including without limitation a Bike Path Maintenance Agreement and a Landscape Maintenance Agreement, which impose affirmative obligations on each Owner and the Association, and which are incorporated by reference into this Declaration. Declarant will specifically identify (by recorded legal description, plats or other means) the Common Property of the Property, and such identification shall be required in order for a portion of the Property to be Common Property hereunder. Without limiting the generality of Section 1.02, in the event that Declarant determines that a particular portion of the Property is or is not Common Property hereunder (in the manner provided in said Section 1.02), such determination shall be binding and conclusive. In the event that the Association accepts an easement or similar grant over, under or through any portion of the Property or any property adjacent thereto or in the vicinity thereof, the easement estate in such property shall be deemed Common Property for the purposes of, but only for the purposes of, the Association performing whatever duties or obligations are stated in, or implied by law, with respect to

such easement or other grant. The Club and the Club Property are not part of the Common Property.

(l) "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Property and serving more than one Lot.

(m) "Conservation Areas" shall mean and refer to the property legally described on a Plat as a "wetland", plus all property designated as Conservation Areas in any future recorded Plat or Easement, together with the plants and other items thereon.

(n) "County" shall mean and refer to Wayne County, Michigan.

(o) "Declarant" shall mean and refer to Toll/Northville Limited Partnership, a Michigan limited partnership, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property (as hereinafter defined). In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Declarant under this Declaration are independent of the Declarant's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon the transfer of control of the Association.

(p) "Declaration" or "Master Covenants" means this instrument and all exhibits attached hereto, as same may be amended or supplemented (by Supplemental Declarations) from time to time. The "Designated Lot Developer" (defined below) and Builders contracting with the Designated Lot Developer are exempt from architectural review and approval.

(q) "Designated Lot Developer" shall mean and refer to Biltmore Wineman LLC, a Michigan limited liability company, its successors and assigns.

(r) "Lot" shall mean and refer to any lot or parcel on any plat of all or a portion of the Property and any other property hereafter declared as a Lot by Declarant. When the context so requires, "Lot" shall also mean a Condominium Unit as defined in any condominium Master Deed and Condominium Subdivision Plan recorded against any of the Property subject, or to become subject, to this Declaration.

(s) "Member" shall mean and refer to all Owners who are also Members of the Master Association as hereinafter provided (including, without limitation, the Declarant and the Club Owner).

(t) "Member's Permittees" shall mean and refer to those persons described in Section 11.03 of this Declaration to whom certain privileges hereunder are afforded; and shall mean the members, guests, officers; directors, employees, agents and invitees of Club.

(u) "Neighborhood Association" shall mean any association created or to be created to administer specific portions of the Property and Common Property lying within such portions pursuant to a declaration of covenants and restrictions affecting such portions. There shall be no more than four (4) such Neighborhood Associations within the Property.

(v) "Open Space" shall mean and refer to those areas designated as Open Space on Exhibit "C", which shall be held and preserved by the Association in perpetuity as Open Space, except for Township approved encroachments and utilities.

(w) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon or within the Property, the Club Owner, the Designated Lot Developer, and the Declarant. When the context so requires, "Lot" shall also mean a Condominium Unit as defined in any condominium Master Deed and Condominium Subdivision Plan recorded against any of the Property subject, or to become subject, to this Declaration.

(x) "Plat" shall mean and refer to one or more of the plats that shall individually, and collectively, cover the Property, as recorded in Wayne County Records, as generally shown on the final preliminary plat attached as Exhibit "C". When the context so requires, "Plat" shall also mean a Condominium Subdivision Plan recorded against any of the Property subject, or to become subject, to this Declaration.

(y) "Property" shall mean and refer to all properties described in Exhibit "D" attached hereto and made a part hereof. The Property is depicted on Exhibit "C".

(z) "Supplemental Declaration" shall mean and refer to an instrument executed by the Declarant (or the Master Association, if permitted by Section 2.04 hereof, or the Designated Lot Developer with respect to its property) and recorded in the Public Records of the County, for such purposes as are provided in this Declaration. Those Supplemental Declarations recorded as of this time and hereby incorporated in full by reference are the: Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club, recorded in Liber 36553, Pages 533 et seq., Wayne County Records; Second Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club, recorded in Liber 39533, Pages 595 et seq., Wayne County Records; Third Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club, recorded in Liber 42543, Pages 70 et seq., Wayne County Records; Fourth Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club, recorded in Liber 46150, Pages 908 et seq., Wayne County Records; and Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club, recorded in Liber _____, Pages ____ et seq., and Addendum to Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club, recorded in Liber _____, Pages ____ et seq., Wayne County Records Wayne County Records.

(aa) "Surface Water Management System" shall mean those ponds, pipes, storm sewers, culverts, swales and other facilities created and used for the drainage of the Property, which are designated by Declarant, in a uniform manner, as Common Property.

(bb) "Township" means Northville Township, a Michigan municipal corporation.

(cc) "Unit" shall mean and refer to any dwelling unit constructed on a Lot (and not a "Condominium Unit" unless specifically stated), provided, however, that no portion of any Community System, even if installed in a Unit, shall be deemed to be a part of a Unit unless and until same is made such pursuant to Section 4.11 hereof, if at all.

1.02 Interpretation. The provisions of this Declaration as well as those of the Articles, Bylaws and any rules and regulations of the Association shall be interpreted by the Declarant, unless Declarant ceases to exist, in which case they shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Master Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, Bylaws and the Rules and Regulations of the Master Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Master Association and the Property, the preservation of the values of the Lots and Units and the protection of Declarant's rights, benefits and privileges herein contemplated.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.01 Legal Description. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Township, and is more particularly described in Exhibit "D" attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "the Property".

2.02 Supplements. Declarant may from time to time unilaterally subject other land under the provisions of this Declaration by Supplemental Declarations (which shall not require the consent of then existing Owners, the Master Association, or mortgagee other than the owner and mortgagee, if any, of the land intended to be added to the Property) and thereby add to the Property, Common Property, easements and restrictions and reservations applicable to the Property or portions thereof. To the extent that such additional real property shall be made a part of the Property, reference herein to the Property shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate Declarant to add to the initial portion of the Property, to develop any such future portions

under a common scheme, nor to prohibit Declarant from rezoning and changing plans with respect to the Property. All Owners, by acceptance of a deed to or other conveyance of their Lots, shall be deemed to have automatically consented to any such rezoning, replatting, change, addition or deletion thereafter made by Declarant (or, if applicable, the Designated Lot Developer) and shall evidence such consent in writing if requested to do so by Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general and automatic effect of this provision). A Supplemental Declaration may vary the terms of this Declaration by addition, deletion or modification so as to reflect any unique characteristics of a particular portion of the Property identified therein. If additional property is added, or if the number of Units approved for the Property changes, among other changes, the references to the share of assessments in Section 8.02 shall be amended appropriately.

ARTICLE 3

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. Every person or entity who is a record Owner of a fee interest in any property included in the Property, including a Lot, shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. Declarant and the Club Owner shall specifically be Members of the Master Association.

3.02 Voting Rights. The voting rights of Members are as provided in the Bylaws and Articles of Incorporation of the Association.

3.03 General Matters. Unless further qualified in any such provision, when reference is made herein, or in the Articles, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members qualified to vote and represented at a duly constituted meeting of the Association (i.e., one for which proper notice has been given and for which a quorum exists), or cast by alternative means as allowed herein or in the Articles or, Bylaws of the Association and not the actual Members or their Lots.

ARTICLE 4

MEMBERS' RIGHTS TO COMMON PROPERTY; EASEMENTS; COMMUNITY SYSTEMS

4.01 Members' Easements. Except for Limited Common Property as herein specified, each Member, and each Member's Permittees, shall have a non-exclusive permanent and perpetual easement over and upon the Common Property for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be regulated by the Association. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot and the Club Property for the purpose of maintaining the Common Property' and any facilities located thereon in compliance with the provisions of this Declaration and with the restrictions on the plats and condominium subdivision plans of portions of the Property from time to time recorded.
- (b) The right of the Association to suspend the Member's (and its Members Permittees') right to use the Common Property' and recreational facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days; and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's lawfully adopted rules and regulations.
- (c) The right of the Association to adopt at any time and from time to time and to enforce rules and regulations governing the use of the Common Property and all facilities at any time situated thereon or operation of the Association. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified by the Board of Directors.
- (d) The right to the use and enjoyment of the Common Property and facilities thereon shall extend to all Members' Permittees, subject to regulations adopted from time to time by the Association as set forth in its lawfully adapted and published rules and regulations.
- (e) The right of Declarant to permit such persons as Declarant shall designate to use the Common Property and all recreational facilities located thereon.
- (f) The right of Declarant and the Association, acting separately or together, to have, grant and use general ("blanket") and specific easements over, under and through the Common Property.
- (g) The right of the Association, authorized by a two-thirds (2/3's) affirmative vote of all Members entitled to vote and after written consent of Declarant, to dedicate or convey portions of the Common Property (other than the Open Space, which shall not be dedicated or conveyed without the prior written consent of the Township) to any other association having similar functions, or any other public or quasi-public agency, under such terms as the Association deems appropriate and to create special taxing districts by required petition or contract with the other association or agency for lighting, roads maintenance, recreational or other services, monitoring, or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all Owners, by the acceptance of the deeds to their Lots, shall be deemed to have consented, no consent of any other party, except the Association and Declarant being necessary).
- (h) The rights of the Declarant to withdraw portions of the Common Property as provided in Section 2.03 above.
- (i) The rights of the Club as provided in this Declaration.

WITH RESPECT TO THE USE OF THE COMMON PROPERTY AND THE PROPERTY GENERALLY, ALL PERSONS ARE REFERRED TO SECTION 19.14 AND ARTICLE 20 HEREOF, WHICH SHALL AT ALL TIMES APPLY THERETO.

4.02 Easements Appurtenant. The easements provided in Section 4.01 shall be appurtenant to and shall pass with the title to each Lot and the Club Property, but shall not be deemed to grant or convey any ownership interest in the Common Property subject thereto.

4.03 Parking. Parking areas for the use of the Owners will be located adjacent to the fitness center. The Master Association, through its officers, committees and agents, is hereby empowered to establish parking regulations in all of the Common Property and may make provision for the involuntary removal of any violating vehicle, provided however, that anything herein contained to the contrary, no such regulation may, directly or indirectly, impair, diminish or otherwise interfere with the rights of the Club in this Declaration.

4.04 Maintenance. The Master Association shall, at all times, maintain in good repair and manage, operate and insure, the Common Property and, to the extent not otherwise provided for, the Conservation Areas, the Surface Water Management System, paving, drainage structures, landscaping, improvements and other structures (except public utilities and Community Systems, to the extent same have not been made Common Property) situated on the Common Property, if any, all such work to be done as ordered by the Board of Directors of the Association. Without limiting the generality of the foregoing, the Association shall assume all of Declarant's and its affiliates' responsibilities to the County, and its governmental and quasi-governmental subdivisions, the Township and similar entities of any kind with respect to the Common Property, the Conservation Areas and the Surface Water Management System, and shall indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities during such times as the Declarant does not otherwise control the actions of the Association's Board of Directors. All work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. The Master Association, on behalf of itself and/or all appropriate Neighborhood Associations, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of the Property, or appropriate portions thereof, and the Master Association shall then have the power to allocate portions of such expenses among the Master Association and/or the Neighborhood Associations, based on such reasonable and uniform formula as may be adopted by the Master Association or as otherwise provided in this Declaration or any Supplemental Declaration. The portion so allocated to the Master Association or any Neighborhood Association shall be deemed a general expense thereof, collectible through its own assessments. No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Property or abandonment of the right to use the Common Property.

In addition to the foregoing, the Master Association shall own and maintain the Conservation Areas of the Property and shall at all times protect the same and enforce the use restrictions hereinafter contained with respect thereto. Such Conservation Areas shall be part of the Common Property and are declared as such by this Declaration and same shall be

the perpetual" responsibility of the Association and, notwithstanding anything herein contained to the contrary, the Conservation Areas may in no way and by any party whomsoever be altered from their natural state. Activities prohibited within the Conservation Areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation (with the exception only of exotic/nuisance vegetation removal); excavation, dredging or removal of fill materials; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish or wildlife conservation or preservation.

4.05 Street Lights. The Master Association shall be responsible for the operation, maintenance, repair and replacement of all street lighting fixtures, installations and equipment serving the Common Property (solely 'or primarily), even if same are located within the Common Property/elements owned or administered by a Neighborhood Association or within dedicated public rights-of-way (and said fixtures, installations and equipment shall be deemed Common Property for the aforesaid purposes). In the event of doubt as to whether any particular street lighting serves the Common Property solely or primarily, the decision of the Board of Directors in such regard shall be final and conclusive. Notwithstanding the foregoing, in the event that a Neighborhood Association requests the Master Association to maintain, repair or replace any street lighting fixtures, installations or equipment which would not otherwise fall under the Master Association's responsibilities, then the Master Association may do so as long as all costs and expenses thereof are paid by the requesting Neighborhood Association. Charges for electricity used by street lights shall be paid by the Master Association or Neighborhood Association, depending upon to which Association's account such electricity is metered (as originally established by Declarant or the applicable utility company).

4.06 Easements for Vehicular Traffic. In addition to the general easements for use of the Common Property reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners of Lots within the Property and for the Club Owner, that each and every Owner, Club Owner, the Designated Lot Developer, and Declarant, shall have a non-exclusive easement appurtenant for vehicular traffic over all private streets, if any, within the Common Property, subject to the parking provisions set forth in Section 4.03 above.

4.07 Utility and Community Systems Easements. Use of the Common Property for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration and said plats. Declarant, the Designated Lot Developer, and their affiliates and their designees shall have a perpetual easement over, upon and under the Common Property and the portions of the Lots and the Club Property designated in plats for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems and other utilities. All installations in Open Space shall be underground, and shall be installed such that there is no interference, after installation, with the Owners use of and rights in the Open Space.

4.08 Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Property in the performance of their respective duties.

4.09 Ownership. The Common Property (including without limitation, walking paths, bike paths, and sidewalks), are hereby dedicated non-exclusively to the joint and several use, in common, of Declarant, the Designated Lot Developer, the Club Owner, and the Owners of all Lots that may from time to time constitute part of the Property and all Members Permittees and Declarant's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Association, subject to Section 2.04 hereof. The Common Property (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last Lot within the Property has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of Declarant), be conveyed by quit claim deed to the Association, which shall be deemed to have automatically accepted such conveyance. The Association shall be responsible for the maintenance, repair, replacement, insurance and administration of such Common Property, including, without limitation, the Open Space, bike paths, sidewalks, and pedestrian paths, all of which shall be performed in a continuous and satisfactory manner. It is intended that any and all real estate taxes and assessments assessed against the Common Property shall be (or have been, because the purchase prices of the Lots have already taken into account their proportionate shares of the values of the Common Property), proportionally assessed against and payable as part of the taxes of the applicable Lots within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Property, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon.

Declarant and its affiliates shall have the right from time to time to enter upon the Common Property and other portions of the Property (including, without limitation, Lots) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Property or elsewhere on the Property that Declarant and its affiliates or designees elect to effect, and to use, without charge, the Common Property and other portions of the Property for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby property. Without limiting the generality of the foregoing, Declarant, the Designated Lot Developer, and their affiliates and designees shall have the specific right to maintain upon any portion of the Property sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. The Declarant (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Property for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Property for the purposes of advertising the sale or lease of Lots. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Property shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Declarant shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion.