

Section 1.09 "Temporary Residence" shall mean and refer to a residence used for no more than a nine (9) month period.

ARTICLE II
RESERVATIONS, EXCEPTION AND DEDICATIONS

Section 2.01 Conveyances. All Restrictions created herein shall be construed as being included in each contract, deed or conveyance executed or to be executed by or on behalf of Developer, whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves for public use a utility easement 10 feet in width along each Tract boundary line out of the Property, conveyed by Developer to a third party purchaser. The purpose of the easement shall be the construction, maintenance and repair of utilities including but not limited to electrical systems, telegraph and telephone lines, storm surface drainage, cable television, water lines, gas lines or any other utilities as Developer sees fit to install in, across and/or under the Property. Notwithstanding, this provision creates no obligation on the part of Developer to provide utilities. All utility easements in the subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Tracts. Should any utility company furnishing a service covered by a general easement herein provided request a specific easement within the general easement area by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Property shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility Company, political subdivision or other authorized entity using the easements herein described shall be liable for any damages done by them or their assigns, agents, employees or servants to fences, shrubbery, trees and lawns or any other property of the Owner of the Tracts covered by the easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by developer to any of the Tracts by deed, contract for deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Tracts. The Owners of the respective Tracts shall not be deemed to own pipes, wires, conduits or other service lines running through their Tracts which are utilized for or service to other Tracts, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Tract.

Section 2.04 Utility Easements. No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Tract subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.