

UDA Developer Tools
Project Name

ARTICLE 1. OBJECTS AND PURPOSES

1.1. The covenants, conditions, restrictions, easements and reservation Declaration are hereby imposed upon the Property for the following purposes; to wit:

1.1.1. To establish **(Name of Development)** as a premier comm

1.1.2. To create, develop, foster, maintain, preserve and protect **(Development)** a unique, pleasant, attractive and harmonious phy

1.1.3. To ensure that the development of **(Name of Development)** pursuant to a uniform master plan of development with consistent environmental, ecological and aesthetic standards.

1.1.4. To ensure the proper and appropriate development, improvement, care, maintenance, use of Property.

1.1.5. To protect Property against the improper, undesirable, and inappropriate development, improvement, occupation, care, maintenance and enjoyment of Property.

1.1.6. To encourage the development, construction, erection, improvement, care, maintenance, repair, replacement and preservation and protection of architecturally attractive and aesthetically compatible Improvements designed for and properly located on Property.

1.1.7. To guard and protect against the development, construction and placement of unsuitable, undesirable, unattractive or inappropriate and the use of unsuitable, undesirable, unattractive or inappropriate materials within **(Name of Development)**.

1.1.8. To provide for the future ownership, operation, management, improvement, care, maintenance, repair, replacement, use, regulation and protection of all Common Areas within **(Name of Development)** and for and assure the availability of the funds required therefore.

1.1.9. To accomplish, meet, satisfy and fulfill certain Governmental requirements specifically including, without limitation, those of the United States Environmental Engineers, the **(State)** Department of Environmental Protection, and, without limitation, those imposed by the City.

1.1.10. To provide Developer with effective control over the development, administration, care, maintenance, appearance, marketing and sale of Improvements within **(Name of Development)** for so long as Developer has a portion of **(Name of Development)**.

1.1.11. In general, to provide for the development, creation, operation, enjoyment and preservation within **(Name of Development)** and **commercial** community **of the highest quality** and order.



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ARTICLE 2. PROPERTY SUBJECT TO THE DECLARATION

- 2.1. General Declaration.** Developer hereby declares that the Property subject to the easements, covenants, conditions, restrictions, covenants, regulations of this Declaration and the Property, any part thereof and Common Area thereof shall be held, owned, sold, transferred, hypothecated, encumbered, leased, occupied, built upon and otherwise used and maintained subject to the terms of this Declaration, which easements, conditions, restrictions, charges, liens and regulations shall run with the Property and shall be binding upon and inure to the benefit of Developer, Owners and Occupants of the Property, Building Site and Common Area.
- 2.2. Additional Property.** Developer reserves the right, in its sole and separate discretion, at any time and from time to time during the pendency of this Declaration to submit any Additional Property to the provisions of this Declaration. If any of the Additional Property is specifically submitted to the terms of this Declaration by Developer, then any such Additional Property shall be subject to the provisions of this Declaration. Additional Property may be submitted to the provisions of this Declaration by an instrument executed by Developer in the manner required for the instrument to be filed and recorded in the Probate Office of **(Name of County)** County, and shall be deemed an amendment to this Declaration (which need not be approved by any Owner, Occupant or Mortgagee of any Building or Building Site) and shall refer to this Declaration stating the book and page number of **(Name of County)** County, **(Name of State)**, where this Declaration contains a statement that such Additional Property is conveyed subject to the terms of this Declaration or only specified portions thereof, (c) contain a statement that such Additional Property and (d) state such other or different covenants, conditions, restrictions as the Developer, in its sole discretion, shall specify to govern the use, occupancy and improvement of such Additional Property. Any instrument which amends this Declaration shall be recorded in the Probate Office of **(Name of County)** County, **(Name of State)**, submitting any Additional Property to the terms and provisions of this Declaration, the number of votes in the Association shall be increased by the number of Building or Building Site within the Additional Property which are added and submitted to the Declaration so that there shall continue to be one vote per Building or Building Site within the Development. Developer shall be obligated to submit any Additional Property to the provisions of this Declaration or to impose any of the covenants, conditions or restrictions of this Declaration upon any real property owned by Developer situated in the vicinity with the Development. Notwithstanding anything provided to the contrary, (1) the provisions of this Section 3.02 may not be rescinded, supplemented or amended, in whole or in part, without the written consent of Developer and (2) the rights reserved by Developer pursuant to this Section 3.02 shall not be deemed to inure to the benefit of any transferee of the Additional Property or any portion thereof, unless Developer, in its instrument transferring and conveys to such transferee or purchaser the rights reserved by this Section 3.02 with express reference to Section 3.02 of this Declaration.



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- 2.3. Mutuality of Benefit and Obligation.** The provisions of this Dec for the mutual and reciprocal benefit of each Building Site and Co Property and are intended to create mutual, equitable servitude u each Building Site, (b) to create reciprocal rights and obligations b Owners and all future and subsequent Owners of any Building Sit Development and (c) to create a privity of contract and estate bet respective heirs, successors and assigns.
- 2.4. Development of Property.** Developer shall have the right, but n long as Developer owns any Building Site in the Development, to and changes to all Common Areas and to all Building Sites owne including without limitation, (i) installation and maintenance of any the Common Areas, (ii) changes in the location of the boundaries owned by Developer or of the Common Areas, (iii) installation and water, sewer and any other utility systems and facilities within the (iv) installation of security, trash and refuse facilities.



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