

(c) "Common Properties" shall mean and refer to those areas of land shown on the recorded Plat and known as Blocks A, B and C, those so designated in any Supplemental Deed under the provisions of Article II hereof, and those Lots and Living Units hereafter conveyed to Association and designated in such conveyance as Common Properties, and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designated and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding and applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of Association as provided in Article III, Section 1 hereof.

(h) "Supplemental Deed" shall mean and refer to deeds recorded in the future which being other parcels with the operation of the covenants and restrictions, contained herein, or which modify or add to the covenants and restrictions in accordance with Article X, Section 1 hereof.

## ARTICLE II

### Property Subject to These Covenants and Restrictions; Additions Thereto

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to these covenants and restrictions in the property herein after be referred to as "Existing Property":

Section 2. Additions to Existing Property. Additional items may become subject to these covenants and restrictions in the following manner.

(a) Upon approval in writing of Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of these covenants and restrictions and to subject it to the jurisdiction of Association, may file for record a Supplemental Deed of covenants and restrictions, as described in subsection (h). Article I.

(b) Developer may have sublots subdivided into several lots, with township and county approval, these sublots are part of these covenants and restrictions. Developer may have subplot #23 rezoned for multi-family use, with approval of governmental agencies.

(c) Upon a merger or consolidation of Association with other association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of Association as a surviving corporation pursuant to a merger. The surviving of consolidated association may administer the covenants and restrictions established by this deed within Existing Property together with the covenants and restrictions