

ARTICLE IX
USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 9.01. Permitted Uses. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling, except that a professional

office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided, further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation (and other applicable laws of Frederick County) and the Conservancy and any Neighborhood Committee having jurisdiction to approve in writing prior to the commencement of such use. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. The terms "dwelling" or "dwelling unit", as used in this Declaration, shall include a townhouse, apartment unit, condominium unit, detached dwelling or any other dwelling. Use of a dwelling for family day care (not institutional day care) or as a group home for handicapped, mentally retarded or other disadvantaged individuals shall be considered a residential use. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot, dwelling, Common Areas or Community Facilities, or improvement thereon, for promotional or display purposes, or as "model homes", a sales, leasing, management and/or construction office, or the like, and the Declarant shall have an easement for access to such facilities. The right of the Declarant to maintain and carry on such activities shall include specifically the right to utilize the community center or other community facilities, if any, as model and sales offices for as long as the Declarant is conducting marketing and sales activities.

Section 9.02. Prohibited Uses and Nuisances. Except for the activities of the Declarant during the construction or development of the Community, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Area or Neighborhood Common Area:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling or any other part of the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any Lot.

(b) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling, or other part of the Property, except that this shall not prohibit the keeping of not more than a reasonable number of small domestic pets provided they are not kept, bred or maintained for

commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the Covenant Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Area or Neighborhood Common Area unless accompanied by a responsible person and unless they are carried or leashed. The person accompanying any pet is responsible for the removal and disposal of any solid waste products deposited by the pet on Common Area. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot or other part of the Property.

(d) Except for parking within garages, and except as herein elsewhere provided, no commercial truck or vehicle over one-half (1/2)-ton capacity, junk vehicle, truck of any kind (as defined by the Maryland Department of Motor Vehicles and/or by common usage and practice) over one-half (1/2) ton capacity (jeeps, vans, multi-purpose vehicles and other vehicles primarily designed as passenger vehicles which are not used for commercial purposes are not prohibited), unregistered or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), trailer, recreational vehicle, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Conservancy may require in connection with the maintenance and operation of the Common Area and any facilities situated thereon) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Conservancy may, in the discretion of the Covenant Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection and after 6:00 p.m. on days prior to trash collection. Trash shall be stored in closed metal containers or containers constructed of other suitable materials. No incinerator shall be kept or maintained upon any Lot.

(f) No Lot shall be divided or subdivided, and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose; provided, however, that condominium units may be divided or subdivided in accordance with the Maryland Condominium Act, Title 11, Real Property Article, Annotated Code of Maryland (1988 Repl. Vol., as amended) and the documents creating such condominium regime and cooperative units may be subdivided in accordance with the Maryland Cooperative Act, Title 11A, Real Property Article, Annotated Code of Maryland (1988 Repl. Vol., as amended) and the documents creating the cooperative. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Conservancy, the Declarant or any other person for any purpose.

(g) No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways.

(h) No decorative lawn ornament, no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, or other buildings shall be erected, used or maintained on any Lot at any time. Storage sheds may be erected or placed on a Lot only if the design and location of the same is approved by the Board of Directors or Covenants Committee or New Construction Committee (whichever is applicable) under the provisions of Article VIII hereof. Notwithstanding the foregoing, tents may be erected temporarily in back yards only for purposes of drying or use thereof for a period not to exceed forty-eight (48) hours.

(i) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Conservancy, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as herein elsewhere in this Declaration defined) is maintained, and provided, further, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling.

(j) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no hose, water pipe, sewer pipe, gas pipe, drainage pipe, television cable

or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground nor shall wire lawn edging be permitted on any Lot. This paragraph shall not apply to any utility pipe, line, wire cable or other transmission line installed by any utility company (including, without limitation, cable television) in order to provide utility service to any Lot.

(k) No play equipment, including, without limitation, basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the front or sides of any dwelling; provided, however, that basketball backboards or hoops may be erected on Lots upon which is constructed, or will be constructed a single-family detached home with the approval of the Board of Directors or the Covenant Committee as provided in Article VIII.

(l) No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(m) No outside television aerial or radio antenna, or other aerial or antenna for either reception or transmission; including, but not limited to, satellite dish antennae, shall be maintained upon the Property. Aerials or antennae may be erected and maintained entirely within the dwellings located upon the Property.

(n) Vegetable gardens shall be maintained only within the rear yard of any Lot and shall be screened from public view.

(o) Lawn furniture may only be used on front porches or in rear yards. Children's play equipment may only be erected and maintained in the rear yard in such placement as approved by the Board of Directors or the Covenant Committee.

(p) No equipment or machinery (including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling) shall be stored in the front, rear or side yard on any Lot.

(q) No garbage or trash containers shall be kept on the front or side yard of any Lot and garbage and trash containers kept or maintained in the rear yards of any Lots shall be screened from public view at all times.

(r) No Member shall make any private or exclusive or proprietary use of any of the Common Area or Neighborhood Common Area except with the specific approval of the Covenant Committee or the Board of Directors and then only on a temporary basis, and no Member shall engage or direct any employee of the Conservancy

on any private business of the Member during the hours such employee is employed by the Conservancy, nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Conservancy.

(s) Any fence constructed upon the Property shall not extend forward of the rear building line of the dwelling on the Lot upon which any such fence is erected. No fence on a Lot containing a townhouse shall be more than six feet (6') in height and no fence on a Lot containing a single family detached dwelling shall be more than five (5) feet in height. Chainlink and other wire fencing is specifically prohibited; provided, however, that chicken wire or other fine wire fencing utilized in conjunction with split rail fences shall be permitted. No fence may be painted or stained in any manner except for neutral colored wood preservative.

(t) Bed sheets, plastic sheets, newspapers, or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot.

(u) Children's play and similar equipment shall not be allowed to remain overnight within any front yard of any Lot or within the Common Area or Neighborhood Common Area.

(v) No drying or airing of any clothing, bedding or similar materials shall be permitted outdoors and within any Lot other than within rear yards and between the hours of 8 a.m. and 5 p.m. on Monday through Friday and 8 a.m. and 1 p.m. on Saturdays (except when any such days shall fall upon a holiday) and clothes-hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

(w) No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Property shall be installed, constructed or operated within the Property. All sprinkler and irrigation systems shall be subject to approval in accordance with Article VIII of this Declaration. Private irrigation wells are prohibited on the Property. Provided, however, this Paragraph shall not apply to the Declarant, and it may not be amended without Declarant's written consent so long as Declarant has the right to add property in accordance with Article II, Section 2.02.

(x) Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

(y) No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth

of other trees or for safety reasons, unless approved in accordance with Article VIII of this Declaration.

(z) Except as may be permitted by the Board of Directors or the Covenant Committee, no window air conditioning units may be installed in any dwelling.

(aa) No Owner, lessee, guest or occupant of a Multi-Family Lot may utilize any of the Common Area or facilities situated thereon except for hiker/biker trails or paths, jogging trails or paths and open green space. The use of any other facility by such persons is conditioned on payment of a user fee which may be established by the Board of Directors from time to time.

Section 9.03. Leasing and Transfers.

(a) No portion of a dwelling unit, other than an entire dwelling unit, may be leased or rented. All leases shall be on forms approved by the Conservancy and shall (i) contain provisions advising the tenant of his/her obligation to comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Conservancy; (ii) provide that the Conservancy shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Bylaws or rules and regulations of the Conservancy, or of any other document, agreement or instrument governing the dwelling units and/or the Property. The Owner(s) of a leased Lot shall notify the Conservancy in writing of the Owners' current address. The Conservancy may, upon resolution of the Board of Directors, require a Lot Owner to utilize a form of lease or lease addendum supplied by the Conservancy. The Owner(s) of a leased or rented dwelling unit shall be jointly and severally liable with his tenant(s) to the Conservancy to pay any claim for injury or damage to persons or property caused by any action or omission of such tenant(s), including, without limitation, the negligence of the tenant(s). Every lease shall be subordinate to any lien filed by the Conservancy, whether before or after such lease was entered into. The minimum term any dwelling unit may be leased or rented shall be six (6) months, and in no event may a transient tenant be accommodated in any dwelling unit.

(b) Prior to the sale, conveyance or transfer of any Lot or dwelling unit to any person, the Owner shall notify the Board of Directors in writing, by certified mail, return receipt requested of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made and provide to it such other information as the Board of Directors may reasonably require. Failure to comply with the provisions of this Section 9.03(b) shall not void, prohibit or otherwise invalidate the sale, conveyance or transfer of any Lot or dwelling unit nor may it have any affect upon any mortgage or deed of trust thereon.

Section 9.04. House Rules, Etc. There shall be no violation of any reasonable rules for the use of the Common Area or Neighborhood Common Area or "house rules" or other Community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Conservancy and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules, provided each Owner is mailed or delivered a copy of the proposed rule(s) or regulation(s) and notice of the meeting of the Board of Directors at which such proposed rule(s) or regulation(s) will be discussed and/or adopted. The Neighborhood Committee must approve or consent to any rules or regulations promulgated by the Board which exclusively affect their Neighborhood. Such Neighborhood Committee may also adopt reasonable rules and regulations with respect to the use of the Lots and Neighborhood Common Area within such Neighborhood which are not in conflict with this Declaration, the Bylaws, the Articles of Incorporation or any rules and regulations promulgated by the Board of Directors, provided each Owner of a Lot within such Neighborhood is mailed or delivered a copy of such proposed rule(s) or regulation(s) and notice of the meeting of the Neighborhood Committee at which the proposed rule(s) or regulation(s) will be discussed and/or adopted.

Section 9.05. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in Article VIII or Article IX shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of Article VIII or Article IX or rules or regulations adopted by the Board of Directors or a Neighborhood Committee, then the same shall be considered to have been undertaken in violation of this Declaration and without the approval of the Board of Directors or the Covenants Committee required herein, and, upon written notice from the Board of Directors or the Covenants Committee, such violation shall be promptly removed or abated. Notice sent by regular mail and certified mail, return receipt requested, to the Owner's address as it appears in the records of the Conservancy shall be considered adequate notice to the Owner for all purposes. In the event the violation is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Conservancy shall have the right, through its agents and employees (but only after a resolution of the Board of Directors or the Covenants Committee and a reasonable opportunity for a hearing is given to the Owner and/or resident(s) of the Lot) to enter upon such Lot and to take such steps as may be necessary

to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof (including attorneys' fees and costs) shall be rendered to the Owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects (and subject to the same limitations) as provided in Article VII of this Declaration.

The Conservancy shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions or requirements of this Declaration exist on such Lot; and neither the Conservancy nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection; provided, however, the interior of a dwelling located on such Lot may not be entered pursuant to this paragraph unless such entry is necessary for the protection of any Lot or the Common Area as determined by the Board of Directors or its agents, employees or committees.

Section 9.06. Exemptions. None of the foregoing restrictions shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing, leasing and sale of Lots or other parcels within the Property; or

(b) To the Conservancy, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Area and Neighborhood Common Areas and any improvements situated thereon.

Section 9.07. Declaration of Easements and Rights. The following easements and rights are hereby declared or reserved:

(a) Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities (including, but not limited to, all state and county governmental authorities and agencies) and utility companies over any part of the Common Area or Neighborhood Common Area.

(b) Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots and Common Area or Neighborhood Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said

encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

(c) There is hereby reserved unto the Declarant [and to such other party(ies) as the Declarant may specifically, and in writing, assign such rights], for the benefit of the real property shown on the Development Plan, such property to be hereinafter referred to as the "Benefited Property", a blanket easement upon, across and under the Property (provided such easement does not encroach upon any building within the Property or unreasonably interfere with the use and enjoyment of the Property), for vehicular and pedestrian ingress and egress, curb cuts, slope, or grading easements, as well as for the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or siltation, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles, pipes, lines and other equipment on the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property. Further, there is hereby reserved for the benefit of the Benefited Property a right of any owner (or its tenant, licensee, occupant or other party entitled to occupy any dwelling unit within the Benefited Property) of any dwelling within the Benefited Property to use any recreational or other similar facilities that may, from time to time, be located within the Property; provided, however, that: (i) as a condition precedent to the exercise of such rights, the intention to allow the use of such facility(ies) is specifically made by the Declarant pursuant to a written instrument recorded among the Land Records of Frederick County, Maryland, and that such election, once made, shall not be revoked without the consent of the Declarant as well as at least seventy-five percent (75%) of the members of the Conservancy; and (ii) the right to exercise such benefits, if not previously elected as provided in the immediately preceding provisions of (i) above, may be waived by the Declarant by a specific written waiver recorded among the Land Records of Frederick County, Maryland, and that such election, once made, may not

be revoked without the express prior written consent of at least seventy-five percent (75%) of the members of the Conservancy and the Declarant; and (iii) if the rights contemplated by the provisions of (i) above are elected, then the parties benefiting from such rights to use the recreational facilities shall be obligated to pay their pro-rata share of the cost of maintaining, operating and repairing such facilities, which share shall be computed by multiplying the total of such bona-fide costs times a fraction, the numerator of which shall be the number of completed dwelling units owned by the party from whom such contribution is sought and the denominator shall be the total number of completed dwelling units entitled to use such recreational facilities. The computation contemplated by the immediately preceding sentence shall be made at each time a contribution for such costs is sought. The elections contemplated by (i) and (ii) above may be made at any time and from time to time with respect to all or less than all of the facilities involved and, without limiting the generality of the foregoing, an election may be made under (i) above with respect to some facilities and pursuant to (ii) above with respect to others. There is further reserved unto the Declarant the right to erect entry features, promotional and other similar items within the Property provided they do not unreasonably interfere with the use, operation and enjoyment of the Property. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection (c). Further, without limiting the generality of the foregoing, the Declarant reserves the right to unilaterally execute and record such additional easements and agreements as may be necessary in order to give effect to the foregoing easements and other rights, which additional easements and other agreements need not be consented to or joined in by any party having an interest in the Property; provided, however, that if requested by the Declarant, any party having an interest in the Property shall promptly join in and execute such confirmatory easements and other agreements. Declarant also reserves the right to enter into the Common Area for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon. Each Lot shall further be subject to a public pedestrian access easement over and upon any sidewalk (or the replacement thereof) constructed on the Lot by the Declarant, which sidewalk is reasonably deemed to be for the use of the community of which the Lot is a part.

(d) An easement is hereby reserved to Declarant to enter the Common Area and Neighborhood Common Area during the period of construction and sale on the Property, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences, including, without

limitation, a business office, sales and/or rental office, storage area, construction yards, signs, displays and model units.

(e) Declarant also reserves the right to enter into the Common Area and Neighborhood Common Area for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon. There is further reserved unto the Declarant and its agent(s) a non-exclusive easement over, across and through all of the Common Area and Neighborhood Common Area for the purpose of access, the storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the development, construction or rehabilitation and repair of the Property.

(f) For a period of ten (10) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. There is hereby further reserved unto the Declarant, for the benefit of the real property described in Section 2.02, a blanket easement upon, across and under the Property (provided such easement does not encroach upon any building within the Property or unreasonably interfere with the use and enjoyment of the Property), for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, gas, telephone and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over and part of the Property in furtherance of the blanket easement created by this subsection (f).

(g) The rights and duties with respect to sanitary sewer and water, electricity, gas and telephone lines and facilities shall be governed by the following:

(i) Whenever water, sanitary sewer, electricity, gas, or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Conservancy shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

(ii) The right granted in Subparagraph (i) above shall be only to the extent necessary to entitle the property of the Owner or Conservancy serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(iii) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Conservancy, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive as to the parties.

(h) The Conservancy shall have an easement to enter any portion of the Property for the performance of its duties hereunder; provided that such easement shall not entitle the entry within the interior portion of any dwelling located on the Property, but (by way of illustration only and not in limitation of the rights granted herein) shall permit the entry into fenced, or other similar areas, of the Property.

ARTICLE X
MAINTENANCE

Section 10.01: Lot Maintenance. Except as otherwise specifically provided in this Declaration, each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon, the Board of Directors or its agent shall have the right to enter upon said

Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. Except in the case of an emergency, the Board of Directors shall provide an Owner at least fifteen (15) days written notice prior to entering a Lot for the purposes set forth in this Section. Notice which is sent by regular mail and certified mail, return receipt requested, to the address of the Owner as it appears in the records of the Conservancy shall be sufficient notice. All costs related to such correction, repair, maintenance or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article V hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish any such lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 10.02. Conservancy Maintenance. The Conservancy shall maintain and keep in good order the Common Area and the Neighborhood Common Area, such maintenance to be funded as provided in this Declaration. In addition, the Conservancy shall maintain and keep in good repair rights-of-way and entry strips, whether owned as part of a Lot or dedicated for public use, so long as the rights-of-way or entry strips are within or appurtenant to or directly serve the Property. The Conservancy shall also maintain, repair and replace all stormwater management facilities, equipment and apparatus and any entrance features serving or benefiting the Property which the Conservancy may elect or be obligated to maintain and any other property (and the improvements thereto) which the Conservancy may elect or be obligated to maintain. This obligation shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon such areas.

The Conservancy may elect, pursuant to a resolution of the Board of Directors, to maintain and keep in good order the Lawn and Garden Areas located within any Lot, group of Lots or all of the Lots, such maintenance to be funded as herein provided. Without limiting the generality of the foregoing, in the event the Board of Directors elects to maintain the Lawn and Garden Areas, the Conservancy shall be responsible for mowing, fertilizing, trimming and otherwise caring for the lawns, as well as planting, pruning, fertilizing and otherwise maintaining the trees, shrubs

and other plant materials which are located within the Lawn and Garden Areas. All such maintenance and care of the Lawn and Garden Areas shall be in conformity with the standards established by the Board of Directors from time to time.

Any Owner may request that the Conservancy refrain from performing all or a part of the Lawn and Garden Area maintenance described above. Such a request must be made to the Conservancy at least thirty (30) days prior to the date the Owner desires the Conservancy to refrain from such maintenance. The Conservancy shall not unreasonably withhold approval of such request, provided the Owner has demonstrated to the satisfaction of the Conservancy his or her intentions to maintain the Lawn and Garden Area, as applicable, in a manner acceptable to the Conservancy. In the event an Owner elects to maintain the Lawn and Garden Area situated on his Lot pursuant to the terms hereof such Owner shall not be entitled to any reimbursement from the Conservancy or reduction in rate of assessments levied against such Lot.

The Conservancy may, in the discretion of the Board of Directors, assume additional maintenance responsibilities upon all or any portion of the Property, including, but not limited to, the common elements of any condominium regime established within the Property and an easement is hereby granted to the Board of Directors and its nominee or nominees and agents to perform such maintenance with respect to such common elements. In such event, all costs of such maintenance shall be assessed only against those Owners residing within the portion of the Property receiving the additional services. This assumption of responsibility may take place either by contract (including, but not limited to a contract between the Conservancy and representatives of a Neighborhood) or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the standards established by the Board of Directors for the Project. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Conservancy shall also have the right to enter any Lot, including the dwelling unit located on such Lot, without the consent of the Owner and/or occupant thereof, to conduct any emergency repairs as are necessary for the maintenance and protection of the Common Area or Neighborhood Common Area and the Lawn and Garden Areas. The costs of such repairs shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article VII herein.

The Conservancy shall also maintain, repair and replace any storm water management facilities or area(s) which are part of the Common Area (or which serve or benefit the Property notwithstanding whether such facilities or area(s) are part of the Common Area) or which it is responsible for pursuant to any agreement or the request of any governmental agency.