

(regardless of whether it is ever part of the Property) such easement rights of the type reserved by the Developer by the provisions of this Declaration as the Developer determines to reserve in the exercise of its sole discretion, all without the necessity of obtaining any other person's consent thereto or joinder therein.

7.4. Upon any such expansion of the Property, the title to each Future Parcel or portion thereof which is thereby added to the Property shall be and thereafter remain subject to the operation and effect of the provisions of this Declaration, to the same extent as if it formed part of the Property on the date hereof.

SECTION 8. ARCHITECTURAL COMMITTEE AND CONTROL

8.1. Architectural Committee.

8.1.1. The Board of Directors shall from time to time designate three or more individuals to constitute a committee to be known as "the Architectural Committee", which shall have the powers and duties conferred upon it by the provisions of this Section.

8.1.2. The affirmative vote of a Majority of the membership of the Architectural Committee shall be required for it to (a) recommend to the Board of Directors the adoption or promulgation of any of the Rules and Regulations which are hereinafter in this Section referred to; (b) make any finding, determination, ruling or order; or (c) issue any permit, authorization or approval pursuant to the provisions of this Section.

8.1.3. Unless such decision is reversed or modified by the Board of Directors upon the written application of any Owner made to the Board of Directors within ten (10) days after the date on which the Architectural Committee makes a decision on any matter referred to in the provisions of Subparagraphs 8.1.2(b) and (c), such decision shall be final.

8.2. Architectural control.

8.2.1. No Structure may be commenced, constructed, erected, placed, maintained or permitted to remain on a Lot, and no Structure existing on a Lot may be altered in any way including (a) exterior painting and (b) interior painting or other modifications which are visible from the exterior thereof which, in the judgment of the Architectural Committee, materially changes the exterior appearance thereof, and no Use may be commenced on a Lot, unless prior thereto plans and specifications therefor, and a description of any such use (herein referred to collectively as "Plans"), have been submitted to and approved in writing by the Architectural Committee.

8.2.2. Such Plans shall (a) designate by reference to the Property Plat each Lot for which such Plans are submitted; (b) include a plan of each such Lot showing the nature, exterior color scheme, kind, shape, height, materials and location (both with respect to each such Lot and with respect to Structures located on adjoining portions of the Property) of all Structures then existing or proposed by such Plans to be placed thereon, any existing or proposed front, rear and side setbacks from such Structures, and the location of any existing or proposed parking

spaces and driveways upon such Lot; and (c) be in such form and contain such other information as are required by the Architectural Committee.

8.3. Certain Rules and Regulations, and statements of policy.

8.3.1. The Architectural Committee may propose to the Board of Directors, and the Board of Directors may cause the Association to adopt, (a) certain Rules and Regulations governing the form and content (and number of copies) of any Plans to be submitted to the Architectural Committee for its consideration, and (b) statements of policy with respect to its approval or disapproval of the architectural styles or details, or other matters, reflected in such Plans.

8.3.2. Such Rules and Regulations may be amended or revoked by the Board of Directors at any time in the same manner as the Rules and Regulations may be amended or revoked generally, and any such statement of policy may be amended or revoked by the Architectural Committee at any time.

8.3.3. The inclusion or omission of any matter in or from, or the amendment of, any of such Rules and Regulations, or statement of policy, shall not be deemed to bind the Architectural Committee to approve or disapprove any Plans or to constitute a waiver of the exercise of the Architectural Committee's discretion as to any such matter; provided, that no such amendment or revocation shall affect the finality of any such approval granted before such amendment or revocation.

8.4. Basis for disapproval.

8.4.1. The Architectural Committee may disapprove any Plans submitted to it whenever, in its opinion, any of the following circumstances exist:

(a) such Plans, or any Structure or Use covered by such Plans, are not in accordance with the provisions of this Declaration, or of the said Rules and Regulations and statements of policy;

(b) such Plans do not contain information which the Architectural Committee may reasonably require to be contained therein;

(c) any Structure covered by such Plans is incompatible with any Structure on or Use of any Lot, due to the former's exterior design, height, bulk, shape, color scheme, finish, style of architecture, configuration, appearance, materials, location or relative cost;

(d) any Use covered by such Plans is incompatible with any Structure on or Use of any Lot;

(e) the existence, size, configuration or location of any parking area proposed for such Lot is incompatible with, or insufficient, inadequate or inappropriate in

relation to, any existing or proposed Use or Structure on such Lot or elsewhere within the Property; and

(f) any other set of circumstances which, in the reasonable judgment of the Architectural Committee, would render any Structure or Use which is the subject of such Plans inharmonious with the general plan of development of the Property.

8.4.2. (a) If the Architectural Committee disapproves any Plans or approves them only upon the satisfaction of any specified condition requiring the modification of such Plans or the taking of any other action, thereafter it shall [reasonably] promptly notify the applicant thereof in writing, and shall furnish with such notice a statement of the grounds on which the disapproval or conditional approval was based.

(b) If the Architectural Committee approves any Plans without conditioning such approval on the satisfaction of any such condition, thereafter it shall promptly notify the applicant thereof in writing.

(c) Unless the Architectural Committee, by written notice to the applicant, disapproves any Plans submitted to it or approves them only upon the satisfaction of any specified condition, as aforesaid, within forty-five (45) days after such Plans are submitted to it, the Architectural Committee shall conclusively be deemed for all purposes of this Declaration to have approved such Plans unconditionally for each Lot for which they were so submitted.

8.5. Effect of approval. The Architectural Committee's approval of Plans for any Lot for which such Plans are submitted to it shall not constitute a waiver of its right, in its sole discretion, to disapprove such Plans or any of the features or elements included therein if such Plans are subsequently submitted to it for any other Lot; but (subject to the operation and effect of the provisions of Paragraph 8.1.3.), as to any Lot for which such Plans are so approved, such approval shall be final and irrevocable unless such Plans are subsequently modified, in which case such modified Plans must be submitted to the Architectural Committee for approval.

8.6. Inspection of Lots. Any agent of the Association may at any reasonable time (but only after having given written notice of the same to the Owner thereof by not later than five (5) days prior thereto) enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Lot or Structure, and any Use thereof, are in accordance with the provisions hereof, and neither the Association nor such agent shall be deemed to have committed any trespass or other wrongful act by reason of such entry or inspection.

8.7. Certificate of compliance and approval.

8.7.1. After the completion on a Lot of the construction or alteration of any Structure, or the commencement of any Use thereon, the Association (or the Developer, as to Plans approved by the Developer pursuant to the provisions of subsection 8.9) shall, on written request by the Owner or any Mortgagee thereof, issue a certificate in a form suitable for recordation among the Land Records, (a) identifying such Lot and such Structure or Use; and (b)

stating that the Architectural Committee (or the Developer, as the case may be) has approved Plans covering such Structure or Use in the manner set forth in the provisions of this Section, and believes that such Structure or Use complies therewith.

8.7.2. The Association may charge such Owner a reasonable fee for the issuance of such certificate, the payment of which at the time of the request for such certificate shall be a condition to its obligation hereunder to issue the same.

8.7.3. Such Owner shall bear the cost of recording such certificate among the Land Records.

8.7.4. No approval of any Plans, no certificate of compliance, nor any other act of the Architectural Committee, the Association, or any of their respective agents, shall be deemed in any way to be a representation or warranty, express or implied, of any kind as to Structure, the improvements, or anything thereto related. All such representations and warranties are expressly disclaimed, and each Member and Owner, all third parties and all of their respective agents are hereby deemed on notice of such disclaimer. Each Owner and Member, for itself, its agents, heirs, successors and assigns, acknowledges such disclaimer and waives any claims it ever may have had with respect thereto or potentially arising thereby.

8.8. Removal.

8.8.1. If any Structure is altered, erected, placed or maintained, or any new Use commenced, on any Lot other than in accordance with Plans approved by the Architectural Committee pursuant to the foregoing provisions of this Section, such action shall be deemed to be a violation of the provisions of this Section and, promptly after the Association gives written notice thereof to its Owner, such Structure shall be removed or restored to its condition prior to such action, and such Use shall cease, so as to terminate such violation.

8.8.2. If within fifteen (15) days after having been given such notice such Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an Assessment levied against such Lot, and the Association shall have a lien therefor which is enforceable in the same manner as an Assessment Lien imposed upon such Lot.

8.9. Developer's Plans. Nothing in the foregoing provisions of this Section shall be deemed in any way to require that the Developer submit to the Architectural Committee, or obtain its approval of, Plans for any Structure to be constructed upon a Lot (or any Use or condition thereof) before the initial conveyance of record of the title to such Lot to a person other than the Developer, if and only if Plans therefor have been approved in writing by the Developer, it being the Developer's intention that, where the Developer has approved such Plans, the provisions of this Section which require approval of such Plans, Use or condition by the Architectural Committee not be applicable to a Lot until the title thereto is hereafter first acquired of record by a person other than the Developer.

governmental body.

9.2. Uses prohibited without approval by Architectural Committee. Subject to the foregoing provisions of this Section, and unless the Architectural Committee has approved the same in the manner set forth in the provisions of Section 8,

9.2.1. no (a) house trailer, trailer, tractor trailer or other truck (other than a non-commercial van or "pick-up" truck with current and valid license plates affixed thereto), boat, boat trailer, camper, recreational bus or any similar item, or (b) (unless current and valid license plates are affixed thereto) automobile, shall be temporarily or permanently parked or stored in the open on any Lot or on any street or parking area within, or other portion of, the Commons.

9.2.2. no machinery shall be placed or operated on any Lot, except for such machinery as is customarily utilized in occupying a private residence.

9.2.3. no profession or home industry shall be conducted on any Lot.

9.2.4. no lumber, metals, bulk materials, refuse, recycling or trash shall be kept, stored or allowed to accumulate on any Lot; provided, that (a) if trash or other refuse from such Lot is disposed of by being collected and carried away on a regular and recurring basis, containers containing the same may be placed in the open on any day on which a collection is to be made (and not prior thereto), at a place on or adjacent to such Lot which affords access thereto to the person making such collection (but further provided, that (i) such containers shall be stored at all other times so that they are not visible from elsewhere within the Property, and (ii) the Association may, in its discretion, adopt reasonable Rules and Regulations relating to the size, shape, color, number, type and manner of storage of such containers), and (b) building materials being utilized in the construction, reconstruction or repair of any Structure in accordance with the provisions of Section 8 may be properly stored thereon while such activities are being carried on. This provision shall not be construed as forbidding any work involved in the construction or upkeep of any portion of the Property so long as such work is undertaken and carried out (i) with the minimum practical disturbance to persons occupying other portions of the Property; (ii) in such a way as does not violate the rights of any person under other provisions of this Declaration; and (iii) in accordance with all applicable restrictions in the Rules and Regulations, the resolutions of the Board of Directors and other provisions of this Declaration. The Board of Directors may approve temporary structures for construction purposes which may otherwise be in violation of the Association Documents or the Rules and Regulations.

9.2.5. no tree having a diameter of three inches or more, as measured at a point two feet above the ground level, shall be removed from any Lot.

9.2.6. no tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines to vehicular traffic on public streets.

9.2.7. (a) no chain link fence shall be erected or maintained on any Lot, other than around a swimming pool (excluding above-ground pools) or tennis court located thereon.

(b) no fence or wall shall (i) exceed forty-eight (48) inches in height unless it fully or partially encloses any swimming pool, tennis court, patio or open garden court, or is a retaining wall required by the topography of such Lot or any adjacent portion of the Property, or (ii) interfere with any underground or surface drainage structure, pipe or ditch, or (iii) be located in the front yard of a Lot.

9.2.8. no livestock, poultry, or other animal, bird or insect of any kind shall be raised, bred or kept on any Lot, either temporarily or permanently (except that two (2) or fewer dogs, cats or other household pets may be kept on a Lot if not kept, bred or maintained thereon for any commercial purpose).

9.2.9. no Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Board of Directors.

9.2.10. no Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or timesharing participants.

9.2.11 no junk vehicles, inoperable vehicles, unlicensed or uninspected vehicles, recreational vehicles, trailers, or commercial industrial vehicles, such as but not limited to, moving vans, trucks, tractors, trailers, vans, wreckers, hearses, buses, boats, boating equipment, travel trailers or camping equipment shall be regularly or habitually parked within the Property except (a) upon the written approval of the architectural committee or (b) if property garaged. The Association shall not be required to provide a storage area for these vehicles. After ten (10) days' written notice to the owner of any vehicle parked in violation of this section, the Association may remove such vehicle at the expense of the owner thereof.

9.2.12. no commercial truck, commercial bus or other commercial vehicle of any kind shall be permitted to be kept or parked overnight upon any portion of the Property except if properly garaged. Unless garaged, no vehicle bearing signage shall be permitted to be kept or parked overnight on any portion of the Property.

9.2.13. no portion of the Property shall be used for repair of automobiles, nor shall any vehicles other than a private automobile, property licensed and inspected and in an operable condition, be parked on the Property. After ten (10) days' written notice to the owner of any vehicle parked in violation of this section, the Association may remove such vehicle at the expense of the owner thereof.

9.2.14. except as otherwise then permitted by law, no exterior antenna or satellite "dish" with a diameter or diagonal measurement greater than thirty-nine and thirty-seven hundredths inches (39.37") shall be erected or permitted on any Lot or other part of the Property.

9.3. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, no odor shall be permitted to emanate therefrom, and no condition shall be maintained thereon, so

SECTION 9. USE OF LOTS

9.1. Uses prohibited absolutely. Anything contained in (a) any instrument of record or otherwise having priority over the operation and effect of this Declaration, or (b) any zoning ordinance or other applicable law, to the contrary notwithstanding,

9.1.1. Subject to the operation and effect of the provisions of Paragraph 9.1.2,

(a) no Lot shall be devoted to a principal Use other than a residential Use;

(b) no Lot may contain more than one residential Structure at any time (which Structure must be either a detached or an attached residential Structure, depending upon and in accordance with its respective Lot designation, may constitute not more than one Dwelling, and may be used as a residence at any one time by not more than one family);

(c) no Lot or Dwelling may be used for transient or hotel purposes; and,

(d) no trailer, basement, tent, shack, garage, barn, other outbuilding or other Structure of a temporary character located on any Lot shall be used as a temporary or permanent residence.

9.1.2. Nothing in the provisions of this Declaration shall be deemed in any way to prohibit

(a) the temporary placement by the Developer on the Commons, or on any Lot of which it is then the Owner, or by any Builder on any Lot of which it is then the Owner, of a trailer for construction and/or sales purposes relating to any Lot (or of any portion of a Future Parcel which, by an expansion of the Property pursuant to the provisions of Section 7, would become a Lot), so long as such trailer placement is approved by the Architectural Committee.

(b) the use by the Developer, any Builder, and their respective agents, employees, officers, contractors and invitees, of the improvements on each Lot of which the Developer or such Builder is then the Owner (i) as offices or as speculative or sample dwellings in connection with its development, construction, replacement, repair, maintenance, marketing, sale or leasing of any Lot (or of any portion of a Future Parcel which, by an expansion of the Property pursuant to the provisions of Section 7, would become a Lot), or (ii) in any other manner, unless any other person would, were he the Owner thereof, be prohibited or restricted in the same manner; or

(c) (provided that in each instance of such use the Architectural Committee has approved the same in the manner set forth in the provisions of Section 8) for the maintenance and operation of a multi-purpose court, tot lot, or similar facility, open space and any related structure, if owned and operated by the Association or any nonprofit entity or

as to render any Lot or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to any of the Property, any occupant thereof or any property.

9.4. Repair of Structures. Each Owner shall at all times keep his Lot and the exterior of all Structures thereon in good condition and repair and adequately painted or otherwise finished.

9.5. Landscaping. Except for patios, walkways, flower gardens, hedges and trees, which shall be neatly maintained, all unimproved open areas on any Lot shall be maintained in lawns, which shall be kept mowed to a height not exceeding four inches.

9.6. Right of entry. The Association and the Developer shall each have the right to enter on any Lot and (a) trim or prune any tree, hedge or other planting whose height or location on such Lot is, in the Association's judgment, unreasonably detrimental to any adjoining property, is unattractive or obscures the view of street traffic from any Lot, or (b) cure any violation of the provisions of this Section, all provided that such Owner is given fifteen (15) days' prior written notice of such action, except in the case of an emergency, in which event only such notice need be given as is reasonable under the circumstances. In such event, such Owner shall pay to the Association the amount of any and all reasonable expenses incurred by the Association in taking such action, within ten (10) days after such Owner's receipt of written demand therefor from the Association.

SECTION 10. RIGHTS OF MORTGAGEES

10.1. General.

10.1.1. Regardless of whether a Mortgagee in Possession of a Lot is its Owner, (a) such Mortgagee in Possession shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Property Plat, the Articles of Incorporation, the By-Laws and applicable law which would otherwise be held by such Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (b) the Association and each other Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Owner thereof.

10.1.2. Any Mortgagee in Possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Owner; provided, that nothing in the foregoing provisions of this Paragraph 10.1.2 shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee in Possession, on account of any failure by such Owner to satisfy any of the same.

10.2. Rights of first refusal. Any Mortgagee in Possession shall be exempt from any right of first refusal or similar restriction held by the Association, to and only to the extent that it arises under the provisions of this Declaration, the Articles of Incorporation or the By-Laws, it being the Developer's intention that nothing in the foregoing provisions of this section be