

DECLARATION OF MASTER DEED

OF

WESSEX GLEN LANDMINIUMS

THIS DECLARATION is made this 28th day of October, 1988, by R.C. Lands, Inc., a Kentucky corporation, the Developer.

By this Declaration the Developer intends to create a community and to provide the method and means by which the community can govern itself and maintain itself. By other documents, a homeowners association will be created to hold the common lands of the community and to govern and administer the community.

This Declaration is binding upon the real estate including any party who has any right, title and/or interest in the real estate. The Declaration runs with the real estate forever.

ARTICLE I

DEFINITIONS

The following words have the following meanings.

- (a) Association: Wessex Glen Homeowners Association, Inc., its successors and assigns.
- (b) Owner: the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.
- (c) Property or properties: the real estate described in Article 2, including future additions to the initial real estate.

- (d) Lot: any plot of land shown upon any recorded subdivision plat or map of the property or recorded resubdivision thereof with the exception of the common areas.
- (e) Common Areas or Community Facilities: all real and personal property owned or maintained by the Association for the benefit, use and enjoyment of its members.
- (f) Unit: any part of a building situated upon an individual lot designed and intended for use and occupancy as a residence by a single family.
- (g) Member: an owner who is a member of the Association as provided in Article IV.
- (h) Developer: R.C. Lands, Inc., a Kentucky corporation, its successors and assigns.
- (i) Multi-family Structure: any building containing two or more units under one roof, even though the units may be located on more than one lot.

ARTICLE II

2.1 Property Subject to Declaration. The initial real estate which is, and shall be, held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the County of Campbell, Commonwealth of Kentucky, and is more particularly described as follows:

Located in Fort Thomas, Kentucky, as more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

2.2 Expansions of Project. THIS IS AN EXPANDABLE PROJECT. IN OTHER WORDS, ADDITIONAL LOTS WITH IMPROVEMENTS AND ADDITIONAL

COMMON AREAS MAY, BUT NOT NECESSARILY WILL, BECOME A PART OF THIS PROJECT AT THE OPTION OF THE DEVELOPER. ANY ADDITIONAL PROPERTY SO ANNEXED TO THE INITIAL REAL PROPERTY DESCRIBED IN SECTION 2.1 OF THIS ARTICLE MUST COME OUT OF THE REAL ESTATE DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, AND INCORPORATED HEREIN BY REFERENCE. THE SCHEME OF THE WITHIN COVENANTS AND RESTRICTIONS SHALL NOT BE DEEMED TO INCLUDE ANY SUCH ADDITIONAL PROPERTY UNLESS AND UNTIL THE ADDITIONAL PROPERTY HAS BEEN SPECIFICALLY ANNEXED BY THE METHOD DESCRIBED BELOW. EXHIBIT "A" MAY BE AMENDED BY THE DEVELOPER TO INCLUDE REAL ESTATE.

Any annexations made pursuant to this Article, or otherwise, must be made by recording a supplement to this Declaration in the real estate records of the Clerk of the County of Campbell, Kentucky, which supplemental declaration shall be in writing and shall extend the scheme of the within covenants and restrictions to the annexed property. The supplemental declaration may contain such complementary additions and modifications to the covenants and restrictions set forth in this Declaration as may be necessary to reflect the different character of use, if any, of the annexed property. The supplemental declaration must be signed by the Developer to be effective. NO OTHER SIGNATURE OR CONSENT IS NEEDED. THE ANNEXATION BECOMES EFFECTIVE UPON THE RECORDING OF THE SUPPLEMENTAL DECLARATION. Also, the plat of Wessex Glen Landominiums, Phase 1 depicts units 3-112, 3-114 and

3-116 as future construction. Once constructed and the final plat approved such plat and units shall be subject to this Declaration upon the recording of the supplemental plat. No other signature or consent shall be necessary.

No real estate is in any way affected by this Declaration unless it has been described in Article 2, Section 2.1 of this Declaration or unless it has been specifically brought under this Declaration by the Developer by the recording of a supplemental declaration. The fact that certain other real estate is described in Exhibit "A" is no guarantee or promise or representation that real estate will ever be made subject to the terms of this Declaration.

No annexation may occur later than seven (7) years after the date of the Declaration.

ARTICLE III

3.1 Member's Right of Enjoyment. Appurtenant to each lot is a right and easement of enjoyment in and to the Common Areas, subject to the following:

- (a) The right of the Association to mortgage the Common Areas or otherwise give a security interest in the Common Areas. The association shall not mortgage or otherwise give a security interest in the Common Areas except by resolution approved by sixty-six and two thirds (66-2/3%) percent of the total voting power appurtenant to the lots eligible to vote;
- (b) The right of the Association to take such steps as are reasonably necessary to protect its property against mortgage default and/or foreclosure;

- (c) The right of the Association to adopt, enforce and from time to time, amend reasonably rules and regulations pertaining to the use of the Common Areas;
- (d) The right of the Association to suspend for any period during which any assessment remains unpaid, the voting rights of the delinquent member and the rights of the delinquent member to use of the Common Areas. The Association may also suspend for up to sixty (60) days the same rights of any member for each breaking by that member of the rules of this Declaration or of the Association's published rules and regulations. In no case, however, may the rights of a member as set forth in subparagraph 3.1(f) be suspended.
- (e) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members. Any such dedication or transfer to be valid must first be approved by a vote of sixty-six and two-thirds (66-2/3%) percent of the total voting power appurtenant to the lots eligible to vote. The approval must be made at a meeting of the members of the Association. Notice of the meeting must have been made to the members of the Association in the reasonable and customary way at least twenty (20) days prior to the meeting. The instrument or deed of dedication or transfer need only be signed by an officer of the Association, but it must recite that this subparagraph has been complied with. The granting or giving of easements for public utilities or for other public purposes by the Association is not a transfer within the meaning of this Article, and such action only needs the approval of a majority of the Board of Directors;
- (f) The right appurtenant to each lot to a perpetual easement for reasonable ingress and egress over the Common Areas to and from the lot, including both for pedestrians and for vehicles, and to a perpetual easement to maintain, repair and replace forever any original improvement made to the lot by the developer which encroaches upon or overhangs either the Common Areas or any adjoining lot;
- (g) The right of the individual owners to the exclusive use of parking spaces as provided in this Article; and

- (h) The right of the Association to purchase fire, lightning and extended coverage or other insurance for any multi-unit structure.

3.2 Parking Rights. Appurtenant to each lot is the right to allow persons visiting the lot including guests, service persons, trade persons and delivery persons, to use reasonably for parking the automobile parking area on the Common Areas in the section in which the lot is located, together with the right of ingress and egress in, to and upon the common parking areas within that section. The Association may make such other reasonable rules and regulations to limit or control the use of and/or access in, to and upon the common or private parking areas. No vehicles shall be regularly parked or kept on the parking areas in the Common Areas (common parking areas).

3.3 Delegation of Use. An owner of a lot may delegate the easements and rights appurtenant to that lot to any tenant leasing the lot or to any contract purchaser of the lot, as long as the tenant or contract purchaser actually resides on the lot. Any delegation is subject to this Declaration, to the by-laws and to any rules and regulations made by the Association. During any such delegation the rights of the owner of the lot to use and enjoy the easements and rights appurtenant to the lot are suspended unless the owner likewise resides on the lot. The voting right can only be delegated to a purchaser by recorded

contract. No matter the person that enjoys the rights of the lot, the lot is always subject to the same easements and restrictions created by this Declaration, the by-laws and any rules any regulations of the Association, including the lien of the assessment.

3.4 Rights Not Subject to Suspension. Notwithstanding anything herein to the contrary, the rights and easements created in subparagraph 3.1(f) of this Article 3 cannot be suspended by the Association for any reason.

ARTICLE IV

A. Non-voting Members. The Association shall have a class of non-voting members. Every person, group of persons, or entity who is a record owner of a fee interest in any lot which is or becomes subject by covenants of records to assessment by the Association shall be a non-voting member of the Association. However, any person, group of persons or entity who hold an interest solely as security for the performance of an obligation shall not be a member and any person, group of persons, or entity who holds such an interest in any lot designated as Common Areas shall not be a member on that account. If a lot has been sold by a contract of record, and if the purchaser upon the recorded contract has notified the Association in writing of the contract, the purchaser or purchasers under the contract shall be entitled to the rights of membership of the seller of the lot unless the

contract specifically provides otherwise. The class of non-voting members shall, upon the happening of events as herein below provided, shall be merged into one class of members all of whom shall have voting rights.

Voting Member. The Association shall have a class of voting members. Initially the only members of the Association having voting rights shall be the developer. The developer, Kimberly Development Corporation, shall have the full right to appoint all members of the Board of Directors and the Board of Directors shall have full right of management of the business of the Association.

Upon full completion of the development of the Wessex Glen Landominium project, which completion shall be determined at the sole discretion of the developer, the class of non-voting members shall be merged into this class of voting members and all voting members shall have the following voting rights:

- a. Voting Power. Each lot has one vote appurtenant to it.
- b. Multiple Owners. If more than one person, group of persons and/or entity or entities is the record owner of a fee interest in any lot, then the vote of the membership appurtenant to such lot shall be exercised as the members among themselves determine. If the members cannot agree, the vote shall be exercised proportionate to the ownership interest of each member in the lot. The Association may accept a partial vote from a

lot, but no lot is entitled to more than one vote.

ARTICLE V

5.1 Covenant for Assessments. The Developer for each lot owned by it and each person, group of persons, or entity who becomes an owner of a lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association:

- (a) Annual general assessments (annual assessments);
- (b) Individual assessments; and
- (c) Special assessments.

The assessments are to be fixed, established and collected from time to time as hereafter provided or as reasonably provided by the Association. All assessments, together with interest and costs of collection (including court costs and reasonable attorneys' fees) shall be a charge on the lot and shall be a continuing lien upon the lot against which the assessment is made. Each such assessment, together with interest and cost of collection shall also be the personal obligation of the person, group of persons, or entity who was the owner of the lot at the time when the assessment fell due.

5.2 Annual General Assessment. The Association shall levy

an annual general assessment. part of the annual general assessment shall be used for current expenses and part shall be put in a reserve fund adequate to meet future anticipated expenses. The purpose of the assessment is to provide funds to preserve, maintain, promote and enhance the community and life in the community to the extent possible with a general assessment of a reasonable amount.

The uses of the annual general assessment include:

- (a) providing for grass cutting, landscaping maintenance, and snow removal, of Common Areas and on lots as determined by the Board of Directors. The Common Areas shall be maintained to prevent erosion;
- (b) providing exterior (outside) maintenance of the units in multi-family structures as follows, except for repairs of damages which were insured by the owner, or which should have been insured by the owner:
 - (i) paint, caulk, repair and replace roofs, roof vents, chimneys, gutters, downspouts, light fixtures, railings, steps, and maintain exterior above ground wall surfaces;
 - (ii) paint and make surface repairs on exterior surfaces of doors, door frames and window frames;
 - (iii) repair and replace outdoor lighting fixtures, streets, driveways, parking areas and walkways; and
 - (iv) perform other exterior maintenance as from time to time is determined by the Board of Directors of the Association to be reasonably necessary to maintain the units consistent with funds available to the Association.

Unless otherwise determined by the Board of Directors

under subparagraph (iv) above, exterior maintenance shall not include, among other things:

- (i) repairing or replacing any structural defects or cracks in any unit; or waterproofing any unit or part of a unit; or maintaining, repairing or replacing any porch, deck, patio or wall; or fixing any slippage problem or other problem related to the soil unless the problem has been directly caused by the failure of the Association to reasonably maintain the Common Areas; or maintaining, repairing or replacing any basement walls or floors;
 - (ii) the repair, replacement or care of mechanical equipment and/or pads and foundations; light bulbs, electric outlets; water sillcocks, window and door glass or screens;
 - (iii) the repair, replacement or care of operating parts of doors, garage doors and windows;
 - (iv) cleaning or replacement of doors, garage doors and windows, including glass; and
 - (v) any care whatsoever to or replacement of any improvements or additions made other than by the original Developer in constructing the unit.
- (c) providing all necessary or desirable insurance coverage for the Association, including the Board, and for the real property and the personal property of the Association, and for units, including all insurance coverage required by Article XII.
 - (d) providing trash and garbage pickup, to the extent not provided by any municipal body, if determined reasonably necessary by the Board of Directors of the Association;
 - (e) providing and paying for administrative management and professional expenses of the Association;
 - (f) providing for the maintenance, repair and replacement of all improvements on Common Areas;
 - (g) providing for paying all of the obligations of the Association, including taxes, utilities and operating expenses; and

- (h) providing such additional matters, consistent with the general purposes of the Annual Assessment as may be approved by not less than sixty-six and two-thirds (66-2/3%) percent of the total voting power appurtenant to the lots eligible to vote. Notice of the meeting shall be given in the same manner as stated in subparagraph 3.1(e) of this Declaration.

5.3 Individual Assessments. If an owner of any lot shall fail to maintain the improvements on the lot in a manner reasonably satisfactory to the Board of Directors, and the maintenance is not that to be provided by the Association for which assessments are provided, then the Association, after approval by sixty-six and two-thirds (66-2/3%) percent of all members of the Board, shall have the right through its agents and employees, to enter upon the lot and to repair and/or maintain the lot and the exterior of the buildings and any other improvements. The cost of such exterior maintenance and repair (including charges incurred by the Association in gaining access to the lot or unit, including court costs and reasonable attorneys' fees) shall be added to and become part of the total assessment on the lot. This remedy is in addition to any other remedy of the Association.

5.4 Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, for the purpose of defraying, in whole or in part, the cost of any new construction or reconstruction, unexpected repair or replacement, of a

described capital improvement located upon the Common Areas which cost has not otherwise been provided for in full as part of the annual general assessment, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of fifty-one (51%) percent of the total voting power appurtenant to the lots eligible to vote. Notice of the meeting shall be given in the same manner as stated in subparagraph 3.1(e) of the Declaration. All monies received by the Association as a special assessment shall be held by the Association for the benefit of the members to be used solely for the purpose of the special assessments and maintained in a separate reserve account.

5.5 Commencement of Assessments Lien. The first annual general assessment shall commence on the first day of the month following the first conveyance to the Association of any Common Areas. The first assessment shall be made for the balance of the calendar year and shall become due and payable and a lien as of its commencement date. The payments shall be monthly unless otherwise directed by the Board.

For each annual general assessment after the first annual general assessment, the Board will try to fix the amount of the assessment thirty (30) days before the assessment period begins. The Board shall promptly send reasonable notice to at least one (1) owner of each lot of the amount of the total assessment

against the lot for the particular assessment period. Annual general assessments subsequent to the first annual general assessment shall become a lien on January 1 of each year. Individual and special assessments shall become a lien at the time designated by the Board of Directors. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice thereof.

5.6 Payment of Assessment. Unless the Board otherwise directs, any type of assessment shall be paid in monthly installments, in advance, with each installment due on the first day of each month. Payment shall be made to such person or place as the Board directs. Failure of the Board to send out notice of any assessment does not relieve the owner or lot for liability for that assessment.

5.7 Apportionment of Assessment. Each lot and the owner(s) of the lot shall pay the same proportion of a special assessment or of the annual general assessment. See also subparagraph 5.17 below.

5.8 Assessment Certificate. The Association shall, upon demand, at any reasonable time, furnish to any owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment; i.e., "current," and if not current,

"delinquent" and the amount due. Such certificate shall be conclusive evidence of the status of the account. A reasonable charge to cover labor and materials may be made in advance by the Association for each certificate.

5.9 Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest and other cost as set out elsewhere in this Declaration, thereupon become a continuing lien upon the lot which shall bind the lot in the hands of the then owner and the owner's successors and assigns.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of 13% per annum, and the Association may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the lot, in either or which events interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No owner may waive or otherwise escape liability for the assessments by non-use or waiver of use of the Common Areas or by abandonment of the lot.

The lien of the Association is against not only the lot but also any funds held for the benefit of the lot.

5.10 Priority of Association Lien. The lien provided for in this Article shall take priority over any lien or encumbrance

subsequently arising or creating, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been filed of record. The lien may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

5.11 Purchaser at Foreclosure Sale Subject to Declaration, By-Laws, Rules and Regulations of the Association. Any purchaser of a unit at a foreclosure sale shall automatically become a member of the Association and shall be subject to all the provisions of this Declaration, the by-laws and articles of the Association and the rules and regulations of the Association.

5.12 Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. When the mortgage of a first mortgage of record or other purchaser of a unit acquires title to the unit as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be solely liable for the share of the common expenses or other assessments by the Association chargeable to such unit which became due prior to the acquisition of title to the unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the units, including that of such acquirer, its

successors or assigns. However, the Association's lien rights may be asserted against surplus proceeds of any judicial sale or against any payments made by the mortgagee to the owner mortgagor in the case of a deed in lieu of foreclosure.

5.13 Liability for Assessments Upon Voluntary Conveyance.

The personal obligation of each owner to pay the assessment against the lot shall pass to any subsequent grantee who takes title through contract, operation of law, or through any other method or instrument other than a commissioner's deed or other court ordered deed in a foreclosure, or other deed to a mortgagee in lieu of foreclosure. The original owner shall not be released from the obligation of the assessment, but instead, will be jointly and severally liable with the subsequent grantee. However, any such grantee or proposed grantee shall be entitled to an assessment certificate as described elsewhere in this Article, and such grantee shall not be liable for, nor shall the unit be conveyed subject to a lien for, any unpaid assessment made by the Association against the grantor in excess of the amount set forth in the assessment certificate for the period reflected in the assessment certificate. This section shall not prejudice the right of the grantee to recover from the grantor the amounts paid by the grantee for the assessment which was also the obligation of the grantor.

5.14 Late Charges. The Association may make a reasonable

late charge or charges for any assessment, or installment of an assessment, not paid when due. This late charge shall also be a part of the assessment and shall also be a continuing lien upon the lot and shall otherwise be treated and collected in the same manner as the assessment.

5.15 Miscellaneous.

- (a) The Association may change the interest rate due on delinquent assessments, except that the rate cannot be changed more often than once every six months. As of its effective date, the new interest rate will apply to all assessments then delinquent.
- (b) The owner has the sole responsibility of keeping the Association informed of the owner's current address. Notice sent by the Association to the owner at the address of the lot shall always be considered sufficient. See also subparagraph 9.3.
- (c) The lien under this Article V arises automatically and no notice of lien need be recorded to make the lien effective.
- (d) The assessment lien includes all collection costs, including demand letters, preparation of documents, reasonable attorneys' fees, court costs, filing fees, and any other expenses incurred by the Association in enforcing or collecting the assessment.
- (e) If any Common Area or unit is intentionally or negligently damaged or destroyed through the act or omission of any owner, the Association may make an individual assessment against the owner and the owner's lot for the expenses involved in making repairs or in making and/or enforcing the assessment, including reasonable attorneys' fees.

5.16 Assessment of Developer. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Developer, shall be required to

pay an assessment for any recorded, unsettled lot which it owns only in an amount equal to fifty (50%) percent of the annual assessments which the Association levies for purposes set forth in subparagraph 5.2. The provisions of this subparagraph 5.16 shall not apply to the assessment of any unit held by a Developer for rental purposes that is or has been rented, in which event the Developer shall be required to pay the full amount of the assessments levied thereon. The Developer does not have to pay any assessment on a lot on which there is not yet a finished building or which has not yet been platted of record.

5.17 Annexed Property. If real estate is annexed to the project by a Supplemental Declaration during a calendar year, the annexed real estate for the balance of that calendar year, which assessment shall become a lien immediately and shall be payable as directed by the Association. For all following calendar years, the assessment procedure shall be as though the annexed real estate for the balance of that calendar year, which assessment shall become a lien immediately and shall be payable as directed by the Association. For all following calendar years, the assessment procedure shall be as though the annexed real estate was part of the real estate originally subject to this Declaration.

5.18 Limitations on Association's Duties.

(a) The Association did not construct the improvements,

including the dwellings, in the community. The Association does not warrant in any way or for any purpose, the improvements in community. Construction defects are not the responsibility of the Association.

- (b) The Association shall have a reasonable time in which to make any improvement or repair or do any other work which it is required to do. The Association must first have actual knowledge of a problem. Any determination of the reasonableness of the Association's response, must allow for the facts that the Board is volunteer and that the funds available to the Association are limited.
- (c) In case of ambiguity or omission, the Board may interpret the Declaration and its interpretation shall be final if made without malice or fraud. Notwithstanding the foregoing, the Developer may overrule any interpretation affecting it, made within seven (7) years of the date of this Declaration; and such interpretation cannot be enforced against the Developer, its successors or assigns.

ARTICLE VI

6.1 Finance and Budget Committee. The board of Directors may appoint a Finance and Budget Committee composed of membership as set forth in the By-Laws of the Association. This Committee shall prepare the annual budget of the Association for submission to the Board of Directors, shall determine the need, repairs and monetary requirements for the annual general assessment for the following year and make recommendations to the Board of Directors as to the type of work to be performed by the Association for the following year consistent with the purposes of the annual general assessment, and further shall make recommendations to the Board of Directors as to the amount of the annual general assessment to be levied by the Board of Directors. The Finance Committee shall

further have such additional duties as may be assigned to it from time to time by the Board of Directors.

6.2 Architectural and Maintenance Committee. Except for original construction by the Developer or as otherwise in these covenants provided, no building, landscaping, fence, wall or other structure, improvement or device, or replacement or repair thereof, shall be commenced, repaired, replaced, erected or maintained upon Common Areas or upon any lot or property upon which is located all or part of a multi-unit structure, nor shall any exterior addition to or change or painting or other alteration in a multi-unit structure be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to an approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by an Architectural and Maintenance Committee appointed by the Board of Directors composed of not less than three members. Requests for approval shall be made in writing by the owner to the Architectural and Maintenance Committee. In the event the Board of Directors, or the Architectural and Maintenance Committee, fails to approve or disapprove a request for approval made hereunder within sixty (60) days after the plans and specifications therefor and request for approval have been submitted to it in writing, approval will not be required

and compliance with this subparagraph, shall be deemed fulfilled. The Board of Directors may designate the person to whom an application must be submitted.

This subparagraph also applies to all work or improvements proposed to be made by persons or entities, such as holders of energy or communication or waste or water easements, who are not members of the Association. Among any other remedies which the Association may have, the Association may treat any such non-member person or entity who begins work without the approval required by this Section as a trespasser and may have any such work or improvements removed at the cost of the person or entity who made or erected them. Cost include court costs and reasonable attorneys' fees.

ARTICLE VII

7.1 Prohibited Uses and Nuisances -- All Units and Lots.

Except for activities of the Developer during original construction, the following provisions shall apply to all units and lots:

- (a) No noxious or offensive trade or activity shall be carried on upon any lot or within any unit, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the community or the owners of the lots;
- (b) Nothing shall be done to obstruct, hinder or jeopardize the use of the Common Areas. No work shall be done which will jeopardize the soundness or safety of the project or reduce its value. Nothing shall be done

which would tend to increase insurance rates or result in cancellation of insurance.

- (c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash or junk of any kind shall be permitted on any lot.
- (d) Trash, junk and garbage containers shall not be permitted to remain outside any unit except on days of trash collection.
- (e) In order to facilitate the free movement of passing vehicles, no vehicles shall be parked or other obstructions placed, on any means of access, except during bona fide temporary emergencies.
- (f) No structure, planting or other material other than driveways, or sidewalks 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 change, obstruct or retard direction or flow of any drainage channels.
- (g) No outside television or radio aerial or antenna or dish antenna or other aerial or antenna, for reception or transmission, shall be maintained on any lot or unit; except that if reception is difficult or impossible without an antenna, the Board, upon written request, has the right but not the duty, to approve the erection of the least offensive and least conspicuous looking antenna possible.
- (h) All rules and regulations made by the Board of Directors which have been either posted reasonably or a copy of which has been mailed or given to the owner of each lot, must be obeyed. The Board of Directors is specifically authorized to adopt, maintain, amend and repeal any or regulations, which are reasonable, to govern the use of the Common Areas and to administer and govern the community.
- (i) Except as herein elsewhere provided, no recreational vehicle, air vehicle, water vehicle, junk vehicle, commercial vehicle, truck or more than three-quarter ton, vehicle with dull wheels, structure of a temporary character, trailer, tent, shack, barn or temporary or permanent outbuilding, or anything else not put on a lot

or on the Common Areas either by the Developer or by the Association, shall be kept or used upon a lot or common Areas, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. Notwithstanding the provisions hereof, the Developer and its subcontractors may, for the purpose of business use in connection with the development of the properties or construction of units thereon, maintain trucks, equipment, temporary offices (including trailers) and structures in connection with such development and construction.

- (j) No sound tree or shrubbery or other planting shall be removed or disturbed from any lot or Common Area without written approval of the Association acting through its Board of Directors or duly appointed committee, provided that this provision shall not apply to the Association, or to the Developer as to any lots owned by the Developer prior to the completion of all units on the lot and sale or rental thereof.
- (k) No signs of any character shall be erected, posted, attached or displayed upon, or on any lot or on, in or from any unit excepting street and identification signs installed by the Association and excepting any sign or advertisement by or on behalf of the Developer. At such time as the Developer consents in writing, or in any event once 7 years has passed since the date of the recording of this Declaration, one (1) temporary real estate sign not exceeding five (5) square feet in area may be erected upon any lot advertising same upon the market for sale or rent. Except for signs erected by or on behalf of the Developer, the Board may make reasonable rules and regulations concerning the size, layout, content, construction materials, colors, design and lighting of any such sign.
- (l) No dangerous or obnoxious animal, creature or pet may be kept on any lot. No animal or pet is allowed to roam unattended or allowed to make a nuisance of itself. Each owner must clean up after his or her pet. Among other remedies, the Board may have any unattended pet or any pet which caused a nuisance picked up and destroyed.
- (m) Except for those subparagraphs giving the Developer special rights, the covenants and restrictions set forth above in this Section 1 may be altered, amended or