

Design Review Manual will be available for inspection by any Owner, any purchaser under contract to buy a Lot in the Community, any prospective purchaser, or their respective Builder or architect, during the Association's normal business hours. Further, any Owner, or any purchaser under contract to buy a Lot in the Community, may obtain a copy of all or any portion of the Design Review Manual upon written request to the Design Review Board and payment of any applicable charge for the copy. The Design Review Manual will provide Owners, purchasers, and their respective Builder and architect, with the guidance they will need to apply for approval of any Improvements, but will not guarantee that any proposed Improvement will be approved.

ARTICLE XXI
DESIGN REVIEW BOARD

Section 21.01: Developer Review. Notwithstanding any of the following Sections of this Article, during the Development Period the Developer will have the right to participate in and control all activities relating to compliance with the requirements of this Part Four of the Declaration. This includes, without limitation, the right to appoint or remove any members of the Design Review Board, to adopt or amend any procedures or policies of the Design Review Board, and to approve or deny applications submitted for approval of Plans for Improvements or Builder approval. Therefore, all rights, powers and actions of the Association, Board and Design Review Board under this Part Four are subject and subordinate to the rights of the Developer under this Section and other applicable provisions of the Declaration and other Governing Documents. By accepting a deed to a Lot every Owner acknowledges and agrees that the rights reserved to the Developer in this Section are fair, reasonable and fully enforceable in light of the fact that, as the Developer of the Community and owner of the Property, as well as other real estate within the vicinity of the Community, the Developer has a substantial interest in ensuring that the Improvements within the Community will preserve and protect the Developer's reputation and ability to develop, market, sell, or lease its Property.

Section 21.02: Establishment of DRB. In forming the Association, the Developer has established the Design Review Board ("DRB") as a permanent committee of the Board of the Association. The purpose of the DRB is to assist the Developer and the Board in carrying out all requirements in the Design Review Manual, and to assure compliance with all Community and Neighborhood DRS.

Section 21.03: Composition and Term of Appointment. The DRB will consist of no less than Three (3), but not more than Five (5), individuals. The Developer will appoint

all of the initial members of the DRB, and during the Development Period will retain the right to approve or disapprove, or to make itself, any subsequent removals, appointments or other changes concerning the membership of the DRB. After the Development Period, all members of the DRB will be appointed, and serve under the direction of, the Board of the Association. The members of the DRB do not need to be Members of the Association or the Board. Further, members of the DRB are not required to have any particular educational background, but may include architects, engineers or similar professional with experience or training in design and construction issues. The term of service, any compensation and other particular matters will be adopted by the Developer or the Board, and included in the Design Review Manual.

Section 21.04: Authority. The DRB will have such rights, powers and authority as provided in this Declaration and any of the other Governing Documents, and as further delegated or assigned by the Developer or the Board. All rights, powers and authority of the DRB will at all times be subject to the rights reserved by the Developer under this Article and other applicable sections of the Declaration and other Governing Documents.

Section 21.05: Delegation of Authority. The DRB will not delegate any of its authority to any other Person. However, the DRB may, when it deems necessary, retain the services of professionals and other agents to assist in the performance of its duties. All such services shall be under the direction of, and for the benefit of, the DRB, subject to the rights and approvals of the Developer and the Board.

Section 21.06: No Representations or Warranties & Limitation of Liability. All limitations on representations, warranties and guarantees of the Developer, the Association, the Board, the DRB and all Persons associated or affiliated with them are provided in the Article entitled Disclaimer of Representations, Warranties and Guarantees under Part Ten of this Declaration. All limitations of liability of the Developer, the Association, the Board, the DRB and all Persons associated or affiliated with them are provided in the Article entitled Limitation of Liability under Part Eight of this Declaration.

ARTICLE XXII **STANDARDS FOR REVIEW**

Section 22.01: Uniform Application. The Community and Neighborhood DRS will be uniformly interpreted and applied so that similarly situated Owners will be treated similarly. This means that the Community DRS will be uniformly interpreted and applied to all Owners in the Community, and the Neighborhood DRS will be uniformly

interpreted and applied to all Owners in the same Neighborhood of the Community. However, because of intended differences between the Neighborhoods, not all Neighborhood DRS will be the same, or apply to every Neighborhood.

Section 22.02: Interpretation In Favor of Community. If there is any question in the interpretation of any DRS, or any other provision or material in the Design Review Manual, the interpretation that will result in the most beneficial, fair and uniform application in favor of the Community as a whole will control. The interpretation of the Developer, or in the absence of the Developer the Board of the Association, will control and be binding on all Persons.

Section 22.03: Variance Standards. The DRS and Design Review Manual may provide policies and procedures for obtaining variances from the strict application of Part Four of this Declaration and certain provisions of the DRS. All applications for variances will be presented to, and heard and decided by, the Design Review Board, subject to the rights of the Developer during the Development Period. All variances will be subject to concurrent zoning requirements under Applicable Law. Approval of a zoning variance by a Government Entity will not constitute approval of, or automatically entitle the Owner to, a similar variance under this Declaration. Likewise, approval of a variance under this Declaration by the DRB will not constitute approval of, or automatically entitle the Owner to, a similar variance by a Government Entity. No Owner will be entitled to any use, area or other form of variance under this Declaration or the DRS without first obtaining the approval of the DRB in the manner provided in the Design Review Manual.

ARTICLE XXIII **REVIEW PROCEDURES**

Section 23.01: Application for Approval of Plans. Prior to commencing any Work on any Improvement on any Lot, the Owner must file an application for approval of the Work and the Improvements with the DRB. The DRB will provide application forms and instructions for all applicants.

Section 23.02: Application for Approval of Builder. All Work performed on any Improvement on any Lot must be performed by a Builder who has been qualified and approved in advance by the DRB. The next Article of this Part Four describes the general requirements of the Approved Builder Program. No application will be accepted for approval of any Plans submitted on behalf of an Owner by a builder who has not been qualified and approved in the manner provided in this Declaration.

Section 23.03: Supporting Documentation. All applications must include the number of complete sets of the Plans and such other information as is required in the Design Review Manual. The DRB will have the right to request clarification of any Plans or other information submitted, or to require such additional information it deems necessary to consider any application. Failure to submit all of the required information will be grounds for refusal to accept the application or to later deny the application.

Section 23.04: Review Fees. The DRB may establish and charge reasonable fees for review of applications, and may require such fees to be paid in full prior to review of any application. In addition, the Developer or the DRB may retain architects, engineers or other professionals to assist in the review of any application. Any fees incurred by the Developer or the DRB in connection with such assistance may be charged to the applicant.

Section 23.05: Acceptance of Filing. An application will only be deemed to be accepted for filing when the DRB has determined that the application contains all of the Plans and information required in the Design Review Manual. Until the DRB marks an application as accepted for filing, neither the DRB nor the Developer will have any obligation to review or take any action on the application.

Section 23.06: Incomplete Filings. Any applications for approval of Plans which are deemed to be incomplete by the DRB will be rejected and returned to the applicant without further action.

Section 23.07: Review Period. The DRB will have a period of Thirty (30) days after acceptance of an application for filing in which to review the application and supporting documentation and render its decision. All decisions of the DRB will be in writing. If the DRB fails to render a decision on an application within the Thirty (30) day period, the application will automatically be deemed to be tabled pending further investigation for an additional period of no more than Thirty (30) days, but will not be deemed to be approved or denied. If the DRB fails to render a decision on any tabled application within the additional Thirty (30) day period, the application will automatically be deemed to be denied, but subject to re-filing. No plan will be deemed to be approved under any circumstances without the necessary written approval, stamps or certificate of the DRB, as will be provided in the Design Review Manual.

Section 23.08: Decision. Subject to the rights of the Developer, the DRB will render its decision on any application in the manner provided in the Design Review Manual. The DRB will have complete discretion and authority to render any of the following decisions regarding any application: (i) approved; (ii) approved subject to further

conditions or requirements; (iii) denied; or (iv) denied pending approval of additional information or requirements. These standards are further explained in the Design Review Manual. Any application that is denied, or denied pending approval of additional information or requirements, may be re-filed at any time with the necessary information or changes to address the reasons for the prior decision.

Section 23.09: Distinction From Other Permits. Approval of any Plans by the DRB is separate and distinct from all other zoning permits, building permits and other permits and inspections that may be required by Government Entities, and will not represent, guarantee or imply that such Plans will comply with the Applicable Law of those Government Entities. Further, no approval of any Plans will be construed as representing, guaranteeing or implying that: (i) an Owner's Plans will, if followed, result in properly designed Improvements; or (ii) any Improvement built in accordance with such Plans will be built in a good and workmanlike manner; or (iii) the Improvements, even if built according to the Plans, will be structurally sound, habitable, or fit for any general or intended use or purpose.

ARTICLE XXIV **APPROVED BUILDER PROGRAM**

Section 24.01: Requirement of Builder Approval. Any and all proposed builders who desire to perform Work on any Improvements on any Lot within the Community must be pre-approved by the DRB in compliance with the Design Review Manual and the provisions of this Article. In addition to any criteria set forth in the Design Review Manual, in order to be approved as a Builder in the Community, each prospective builder must satisfy all of the following minimum requirements: (i) they must have a credit report acceptable to the DRB; (ii) they must provide at least Five (5) positive references from prior customers; (iii) they must have been in business and have been actively involved in all aspects of professional construction for at least Two (2) continuous years before the application is submitted; (iv) they must have built a minimum of Four (4) residential or commercial units, similar to what they intend to build in the Community, within the Twenty-Four (24) month period before the application is made, and have been responsible for all phases of the construction process, including financial management and "on site" supervisory responsibilities; and (v) at least One (1) of the principals of the prospective builder must derive a majority of his or her income from the building of residential or commercial units, and/or related real estate or land development activities.

Section 24.02: DRB's Discretion. The DRB may approve or reject any Builder in its sole and absolute discretion.

Section 24.03: Approval Process. In order to become an approved Builder in the Community, a prospective builder must submit an application to the DRB in the form provided in the Design Review Manual. The application must include, without limitation, documentation evidencing satisfaction of the criteria described in this Article of the Declaration. The DRB may also require the submission of such additional information as it deems necessary to consider any application. Upon request of the Developer or the DRB, a principal of the prospective builder applying for approval must appear for a personal interview. Furthermore, the DRB will have the right to seek or solicit information regarding the qualifications of the prospective builder from any other Person.

Section 24.04: Effect of Approval. If the DRB approves the prospective builder's application, the Builder will be deemed to be qualified to perform Work on Improvements on Lots in the Community for as long as the Builder remains in good standing under the Approved Builder Program. However, the DRB will have the right to revoke any Builder's approved builder status at any time if, in its sole discretion, it determines that the Builder no longer satisfies the requirements of the Approved Builder Program under the Design Review Manual. Any such revocation will not, however, preclude any Builder from completing Improvements already properly approved and commenced on any Lot, subject to available remedies provided in this Declaration for failure to comply with any of the Governing Documents.

Section 24.05: Effect of Disapproval. If the DRB denies a prospective builder's application for any reason, the prospective builder will not be permitted to perform any Work on any Improvements on any Lots in the Community. However, upon the expiration of Six (6) months following the denial of his, her, or its application, the prospective builder may submit a new application for consideration into the Approved Builder Program.

Section 24.06: Builder's Acceptance of Declaration. As a condition to being designated an approved Builder, a principal or duly authorized representative of the Builder must sign an agreement with the Developer and the Association which states that the Builder will abide by the Declaration, the Design Review Manual, and any and all other Governing Documents.

ARTICLE XXV
CONSTRUCTION REQUIREMENTS

Section 25.01: Commencement and Completion. Substantial and significant Work on the Primary Structure Improvement to a Lot must be commenced within the earlier of: (i) Three (3) months after approval of the Plans by the DRB; or (ii) Six (6) months after the date of closing on the purchase of the Lot. All Work on the Primary Structure, and all other Improvements approved as part of the Plans, must be completed within One (1) year after the initial commencement of the Work, or such other period as may be specified by the DRB in the approval of the Plans. The DRB may grant reasonable extensions upon written request by the Owner as a result of delay due to causes beyond the reasonable control of the Owner and/or Builder. All Work on any Lot must be conducted in a good and workmanlike manner and in strict conformance with this Declaration, the Plans, all other Governing Documents and Applicable Law.

Section 25.02: Maintenance of Lot Prior to Construction. Prior to commencement of Work, all Owners must maintain their Lots in a neat and attractive manner, free of any and all debris and properly mowed, to the satisfaction of the DRB.

Section 25.03: Maintenance of Lot During Construction. Owners and Builders must at all times during the course of performing any Work on Improvements on any Lot keep the Lot in a clean and sanitary condition, free from all debris and rubbish, and otherwise in a neat and attractive appearance, to the satisfaction of the DRB. A trash dumpster or roll-off container of suitable capacity for removal of all construction debris must be placed on the Lot on or before the day that framing of any Improvement is commenced. The Owner and/or Builder must coordinate all Work with any other construction activities on adjacent Lots so as not to materially interfere with other ongoing construction activities. Further, the Owner and/or Builder must use their best efforts to assure that the performance of any Work on the Lot does not materially disrupt or interfere with the peaceful occupancy, activities or traffic in, on or affecting the surrounding Lots and Neighborhoods in the Community. The Developer or the DRB may adopt reasonable construction Rules and Regulations concerning, among other things, the coordination, safety and appearance of the Lot during construction activities, to which all Owners and Builders must comply. If required by the Developer or the DRB, during performance of Work on a Lot the Owner and/or the Builder must, at their sole cost and expense, erect and maintain sight and sound barriers, temporary landscaping or other forms of screening. All open excavations and swimming pools must be fenced during and after the completion of the Work.

Section 25.04: Care of Public Streets and Utilities. All Owners and Builders must conduct their Work in such a manner as to preserve and protect public streets and Public Utilities. Under no circumstances will any Work be conducted in such a manner as to cause an unreasonable disruption of Public Utility services to the Owners of other Lots. All Owners and Builders must on a daily basis clean the streets and sidewalks of any mud and other debris resulting from activities on their Lot. Additionally, all Owners and Builders must immediately repair any damages to public streets and Public Utilities caused by their Work to the satisfaction of, and according to the direction of, the DRB and/or applicable Government Entities. No Owner, Builder, or any other Person under their control or within the Community at their request or for their benefit, may cause or permit any damage to or destruction of any other Lot or Improvement, nor to any portion of the Improvements constructed by the Developer in connection with the development of the Community. At all times during the course of performing any Work on a Lot, the Owner and/or Builder must take all action necessary to minimize and abate all erosion and sedimentation run-off from the Lot, including without limitation, lining the front curb of the Lot with staked bales of straw, installing sedimentation fences and applying jute matting to any slopes susceptible to run-off or erosion.

Section 25.05: Care of Common Areas. All Owners and Builders must conduct their Work in such a manner as to preserve and protect the Common Areas. Under no circumstances may any Work be conducted in such a manner as to cause a disruption of the use and enjoyment of the Common Areas by the Members of the Community. Additionally, all Owners and Builders must immediately repair any damages to Common Areas caused by their Work to the satisfaction of, and according to the direction of, the DRB and/or applicable Government Entities.

Section 25.06: No Use of Common Areas. No Owner or Builder may at any time use any portion of the Common Area for storage of materials or equipment, parking, concrete wash-out, disposal of scrap materials or debris, or for any other purpose related to performance of the Work. No Builder, or any other Person under its control or within the Community at its request or for its or an Owner's benefit, will be entitled to use the Common Areas by virtue of their presence and business activities on a portion of the Property.

Section 25.07: No Use of Adjacent Lots or Property. No Owner or Builder may at any time use any other Lot or other portion of the Property, or any portion of the streets or public right-of-way, for storage of materials or equipment, parking, concrete

wash-out, disposal of scrap materials or debris, or for any other purpose related to performance of the Work.

Section 25.08: Completion of Improvements Pursuant to Approved Plans. Upon completion of any Improvements, the Owner and/or the Builder will notify the DRB of such completion. Upon receipt of such notice, the DRB will cause the Improvements to be inspected by a representative of the DRB to verify that the Improvements have been completed in accordance with the approved Plans. Upon determination that the Improvements have been completed in accordance with the approved Plans, the DRB will issue a certificate of completion. Any such certificate of completion may be a conditional certificate of completion, indicating substantial compliance with the approved Plans, but specifying that certain items still need to be completed. If such items are temporarily unable to be completed due to inclement weather or other reasons beyond the reasonable control of the Owner and/or Builder requesting the certificate, the DRB may issue a conditional certificate of completion upon reasonable assurance that the uncompleted items will be completed promptly when circumstances permit.

ARTICLE XXVI **VIOLATIONS**

Section 26.01: Notice of Violation. Except as otherwise provided in this Declaration, the DRB will notify an Owner and/or a Builder of any violations of the requirements set forth in this Part of the Declaration by issuance of a Compliance Order. Such violation may include, without limitation, the construction of any Improvements in a manner which is inconsistent with the approved Plans. The Compliance Order will contain a description of the nature of the violation, as well as a designation of the period of time within which the violation must be completely remedied.

Section 26.02: When Notice Not Required. No notice of a violation, whether by issuance of a Compliance Order or otherwise, will be required if the DRB, or the Developer or Board of the Association, deems that the violation poses an imminent threat to the safety of any Person, or danger of damage or destruction of any property, or other form of emergency.

Section 26.03: Right of Entry. In addition to the rights reserved by the Developer under this Declaration, the DRB (and/or its authorized agent) will have the right to enter upon any Lot at all reasonable times for the purpose of inspecting and ascertaining whether such Lot or the Work on any Improvement is in compliance with the approved Plans and/or the provisions of this Part of the Declaration, without the DRB (or its

authorized agent) being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

Section 26.04: Pursuit of Available Remedies. If any Owner or Builder fails to comply with all of the requirements set forth in this Part of the Declaration, the Developer, Association, any Neighborhood Society and/or any other Owner will be entitled to pursue any remedies provided in this Declaration, any other Governing Documents and/or Applicable Law without further notice. These remedies will include, without limitation, the right of the Developer, Association or DRB, as applicable, to: (i) revoke the prior approval of the Plans; (ii) revoke the Builder's authorization to participate as an approved Builder in the Community; (iii) issue a Stop Work Order; or (iv) pursue any other available remedies under Part Eight of this Declaration or any of the other Governing Documents.

PART FIVE - PROTECTIVE COVENANTS AND RESTRICTIONS

Standards for use and conduct within Stonehill Village are important to assure a proper balance between the legitimate rights of individuals and the reasonable rights and expectations of others within the Community. This Part of the Master Declaration establishes standards for use and conduct that will enable all Community members to enjoy their living experience at Stonehill Village.

ARTICLE XXVII

PURPOSE AND APPLICATION

Section 27.01: General Intent. The protective covenants and restrictions in this Part of the Declaration are specifically intended to establish and preserve the high quality and aesthetically pleasing character of all Improvements in the Community in order to maintain the highest possible values for the Lots, Residences, Business Facilities and Common Areas for the overall benefit and enjoyment of all of the Owners in the Community.

Section 27.02: Supplemental Covenants and Restrictions. During the Development Period, the Developer will have the right to unilaterally subject any portion of the Property to additional protective covenants and restrictions. These additional protective covenants and restrictions will be described in Supplemental Declarations, and may contain covenants and restrictions that are in addition to, and/or are more stringent than, those described in this Part of the Declaration. However, no Supplemental Declaration may make exceptions to, dilute or otherwise reduce or eliminate, the full application, enforcement, force and effect of the protective covenants and restrictions provided in this Part of the Declaration.

Section 27.03: Application and Enforcement. All Lots in the Community will be subject to all of the covenants and restrictions described in this Part of the Declaration, as well as all additional covenants and restrictions that may be provided in any Supplemental Declaration. By accepting a deed to a Lot, the Owner will be deemed to have received full, complete and actual knowledge of these covenants and restrictions, and to have expressly agreed to be bound by them. The Developer, the Association, and each Neighborhood Society, acting separately or collectively, will have standing, power and authority to enforce these covenants and restrictions for the benefit and protection of all Owners of Lots in the Community. This authority is concurrent with the rights of each Owner to enforce these covenants and restrictions in their individual name, in the manner provided in Part Eight of this Declaration.

Section 27.04: Responsibility of Owner for Others. Every Owner will be personally responsible for the actions of any Occupant or User who is under the direction, custody or control of the Owner, or who is otherwise present within the Community with the Owner's express or implied permission, or actual or constructive knowledge. To that end, all of the protective covenants and restrictions provided in this Part of the Declaration, and any subsequent protective covenants and restrictions provided in any Supplemental Declaration, will be equally binding upon all Owners, Occupants and Users. The Owner will be personally responsible for all violations and losses caused by any such Occupants or Users, notwithstanding the fact that the Occupants or Users may also be individually liable for such violation under this Declaration, any other Governing Document, and/or Applicable Law.

Section 27.05: Exemptions. In addition to all other provisions of this Declaration and any of the other Governing Documents regarding exemptions, exclusions or exceptions to the application of this Declaration, all of the following are specifically exempt from all terms, covenants, conditions and restrictions provided in this Part of the Declaration and any Supplemental Declaration: (i) the Developer and all Related Entities; (ii) all Founding Members; (iii) all Government Entities; (iv) all publicly dedicated property; (v) all Exempt Property; and (vi) all other portions of the Additional Property that have not yet been actively included into the Community by recording of a Plat.

ARTICLE XXVIII

AFFIRMATIVE COVENANTS AND RESTRICTIONS

Section 28.01: Compliance With Governing Documents. All Owners have an affirmative obligation to comply with all terms, covenants, conditions, restrictions and other obligations provided in this Declaration, all Supplemental Declarations applicable

to them, all of the other Governing Documents applicable to them, and all amendments to any of those documents.

Section 28.02: Compliance With Rules and Regulations. Without limiting the effect of the last Section, all Owners also have an affirmative obligation to comply with all Rules and Regulations adopted pursuant to the authority, or in the manner, permitted in this Declaration or any of the other Governing Documents, to the extent those Rules and Regulations are applicable to them. This also applies to all amendments to any Rules and Regulations.

Section 28.03: Permitted Use of Lot. Each Lot will be used only for those residential or business purposes specifically permitted in this Declaration, the Supplemental Declaration applicable to the Neighborhood in which the Lot is located, and Applicable Law.

Section 28.04: Permitted Use of Common Areas. Every part of the Common Area in the Community will be used only by those Persons, and only for the purposes, specifically permitted in this Declaration, any applicable Supplemental Declaration, all other Governing Documents, and Applicable Law. In particular, every Owner, Occupant and User must at all times comply with all Rules and Regulations governing the use of any Common Area, and use the Common Areas only in a manner that will not interfere with the permitted use and enjoyment of the Common Areas by others.

Section 28.05: Quiet Enjoyment. Every Owner will take all steps necessary or appropriate in order to ensure that nothing is done or kept on the Owner's Lot, or within the Owner's Residence, Business Facility or other Improvement on the Lot, that would restrict, obstruct, impair or otherwise interfere with the rights of any other Owner, Occupant and User to quiet and peaceful enjoyment of their Lot or any portion of the Common Areas in the Community.

Section 28.06: Parking. Every Lot must contain adequate useable space for the off-street parking of motor vehicles permitted under this Declaration, in accordance with Plans approved in advance by the DRB. Every Owner will require all permitted motor vehicles to be parked only in those locations on the Lot designated and improved for such purpose in compliance with the approved Plans. This Section does not, however, prohibit parking in other areas on a Lot on a temporary basis for that period of time necessary to provide goods or services to the Owner. This Section also will not be construed to regulate the use of publicly dedicated streets in the manner permitted by Applicable Law.

Section 28.07: Maintenance of Improvements. Every Owner will have a continuing obligation to at all times maintain their Lot, and all Improvements on the Lot, in a structurally sound condition and good state of repair, as originally approved by the DRB. This includes, without limitation, the obligation to promptly repair or replace any part of any Improvement that falls into a state of disrepair, and to paint or stain the appropriate exterior portions of any Improvement that become faded, chipped, pealed or otherwise unattractive.

Section 28.08: Maintenance of Lawn. Every Owner will have a continuing obligation to at all times maintain the lawn portions of their Lot in a neat, clean and attractive manner. This includes, without limitation, the obligation to keep all lawns properly fertilized and mowed to a proper height so as not to allow any grass to grow in excess of a height of Four (4) inches, and to promptly collect and properly dispose of all trash and excess accumulations of leaves, grass clippings and other debris.

Section 28.09: Maintenance of Landscape Features. Every Owner will have a continuing obligation to at all times maintain all Landscape Features on their Lot in a neat, clean and attractive manner. This includes, without limitation, the obligation to keep all plants and planting areas properly fertilized, trimmed, weeded and mulched, and free of leaves, trash and debris. All dead, dying or diseased plant material must be promptly removed and replaced with the same size, genus and species of plant so as to restore the Landscape Features to their original approved condition.

Section 28.10: Gardens. Unless a Supplemental Declaration for a particular Neighborhood otherwise prohibits, Owners may establish and maintain one vegetable and/or flower garden plot on their Lot. All garden plots must comply with all Rules and Regulations established by the Board or the DRB concerning the size, location, setbacks, screening and other factors relating to permitted garden plots. All Owners must properly maintain their garden plots in a manner that will prevent the growth and proliferation of weeds or other noxious plants, and otherwise in compliance with applicable Rules and Regulations.

Section 28.11: Screening. As a condition of approval of Plans, or through Rules and Regulations, the DRB may require screening of certain Accessory Structures, garden plots, trash containers, and other equipment, materials and supplies on any Lot, to be screened from view from neighboring Lots, Common Areas or streets. All screening must be maintained in a clean, safe and attractive manner so as to make both the screening and the item being screened as inconspicuous as possible. In particular, but without limiting the effect of this Section, all containers for garbage, trash, yard waste

and other forms of refuse must be either: (i) concealed and contained within the Residence, Business Facility, or other approved Accessory Structure on the Lot; or (ii) adequately screened from public view by means of screening walls or Landscape Features approved by the DRB.

Section 28.12: Fences and Walls. Owners may install on their Lot only those fences, walls, hedges, outdoor animal pens, and similar types of Improvements as the DRB may approve in advance. The DRB will have the right to designate and control the permitted materials, design, style and location of any such fences, walls, hedges, pens and similar Improvements located on any Lot. Under no circumstances will any "chain link" fencing be permitted on any Lot. This Section does not prohibit underground fencing installed on a Lot for the purpose of keeping the Owner's pet(s) within the boundary lines of the Lot, as long as no portion of that fencing system is visible from any neighboring Lot, Common Area or street.

Section 28.13: Exterior Lighting. Exterior lighting will be permitted on Lots to the extent and in the manner approved in advance by the DRB. This includes, without limitation, any permanent or temporary form of functional or aesthetic lighting to illuminate walkways, driveways, decks, patios, Accessory Structures, Landscape Features, and other portions of a Lot or Improvement. All Owners will be responsible to insure that any permitted exterior lighting on their Lot is installed and maintained in a manner that will not permit any light to cast illumination beyond the boundary of their Lot, or to otherwise cause unreasonable interference with the use and enjoyment of any neighboring Lot, Common Area or street. Owners may, without approval of the DRB, exhibit reasonable holiday decorative lights and displays for a period of no more than Two (2) months prior to, and One (1) month after, any commonly recognized holiday for which such lights and displays are customary in the area. Holiday lights and displays must not be of such size, intensity or quantity so as to create an unreasonable visual or audible disturbance or annoyance on neighboring Lots, Common Areas or streets, or so as to pose any form of safety hazard.

Section 28.14: Security Systems. Any Owner may install and use any form of burglar alarm system, fire alarm or suppression system or other type of security system in the Primary Structure on their Lot without the prior approval of the DRB if, and only to the extent, that such system(s) do not produce any noise or light that is audible or visible on the outside of the Primary Structure. All other burglar alarm systems, fire alarm or suppression systems or other type of security systems that contain features which create the possibility of emitting any noise or light that is audible or visible on

the outside of the Primary Structure must be approved in advance, and installed and used only in the manner permitted by the DRB.

Section 28.15: Play Equipment. Permanent and/or temporary play or recreational equipment, including without limitation swing sets, jungle gyms, play houses, tree houses, basketball, soccer or hockey goals, climbing ropes, trampolines, and skating or skateboard ramps, may be erected, installed and used on a Lot only if, to the extent, and in the manner, approved in advance by the DRB. However, a Supplemental Declaration for a Neighborhood may prohibit all or particular types of play or recreational equipment in that Neighborhood. Every Owner will have an obligation to at all times take all steps necessary to assure that any permitted play or recreational equipment on their Lot is maintained, supervised and secured in a manner that will minimize the risk of personal injury, and so that it will not become accessible to any Person to whom its use is not intended or expressly permitted by the Owner. ✓

Section 28.16: Swimming Pools and Spas. Swimming pools and outdoor forms of spas, may be constructed, installed and used on a Lot only if, to the extent, and in the manner, approved in advance by the DRB. However, a Supplemental Declaration for a Neighborhood may prohibit all or particular types of swimming pools or spas in that Neighborhood. All permitted swimming pools must be constructed so that the high water level is always below the final grade of the area of the Lot where it is located. Under no circumstances will any above-ground swimming pools be permitted on any Lot. All permitted swimming pools and spas, and related Improvements, must also be fenced and screened in the manner required by the DRB. Every Owner will have an obligation to at all times take all steps necessary to assure that any permitted swimming pools and spas on their Lot are maintained, supervised and secured in a manner that will minimize the risk of personal injury, and so that they will not become accessible to any Person to whom its use is not intended or expressly permitted by the Owner.

Section 28.17: Permitted Pets. Subject to the limitations in this Section and in the next Article of this Declaration, the Owner of any Lot will be permitted to own, raise, breed, or otherwise keep on their Lot only those pets of the type and in the number provided in this Section. Permitted pets on any Lot include only: (i) no more than Two (2) domesticated dogs of a breed not otherwise prohibited in the next Article of this Declaration; or (ii) no more than Two (2) domesticated cats of a breed not otherwise prohibited in the next Article of this Declaration; or (iii) a combination of permitted dogs and cats, not to exceed a total of Three (3); and/or (iv) a reasonable number of