

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 hamsters, gerbils, small birds, fish, turtles and similar usual and common household pets that are constantly caged or confined within the interior of the Primary Structure on a Lot, but which are not otherwise prohibited in the next Article of this Declaration; and (v) the offspring of any permitted pet for a period not to exceed Three (3) months from the date of birth. No pets may be kept, bred, or maintained for any commercial purpose. No outdoor "runs" or "kennels" will be permitted on any Lot. All Owners will be obligated at all times to confine their permitted pets within the boundaries of the Owner's Lot, or when outside of the boundaries of the Lot, to maintain the pet on a leash held by a responsible Person capable of controlling the pet so as to prohibit the pet from entering upon any other Lot or portion of the Common Area where pets are not expressly permitted. Further, all Owners will be obligated to immediately clean-up and properly dispose of all excrement or other waste produced by their pet(s), whether on their own Lot or on any other Lot, Common Area, street or other portion of the Property. If the Board determines that any pet, whether or not otherwise permitted in this Section, poses a danger to the health, safety or welfare of any Person in the Community, or otherwise constitutes a nuisance or unnecessary inconvenience to any other Owners, Occupants or Users in the Community, the Owner will be obligated to immediately remove the pet from the Community upon written request from the Board. Any Person who brings any animal into any portion of the Community will be liable for any injuries to or the death of any Person, or any damage to or destruction of any Property to the full extent of Applicable Law.

ARTICLE XXIX

NEGATIVE COVENANTS AND RESTRICTIONS

Section 29.01: Transient Uses. No Lot, or any Improvement on any Lot, may ever be used for any type of transient residential purposes, whether with or