

The Association and the Municipality shall each have a non-exclusive, perpetual easement to come onto the Community Area for the purpose of furnishing maintenance, repairs or replacements to the Community Area which is required, provided for or permitted hereunder.

### 3.03 MAINTENANCE OF DUPLEX HOMES:

(a) Except as provided below, each Owner of a Duplex Lot which is improved with a Duplex Home shall cause the Duplex Lot and Duplex Home thereon to be maintained so that the appearance of the Duplex Lot and Duplex Home is substantially similar to its appearance when first constructed or as modified as permitted pursuant to Section 3.04, ordinary unavoidable wear and tear excepted.

(b) The Association shall furnish landscape maintenance, including periodic grass cutting, tree and bush pruning, fertilizing and anti-weed treatment to the landscaping located on Duplex Lots. Such landscape maintenance services shall be furnished from April through October of each year in such frequency and using such contractors as shall be determined by the Duplex Committee. Notwithstanding the foregoing, however, landscape maintenance services shall not be furnished with respect to any Planting Area which has been altered from its original state as permitted under Section 3.09. The cost of furnishing landscape maintenance services as provided in this Section shall be Duplex Expenses.

(c) The Association shall furnish snow removal from the driveways and walkways on each Duplex Lot at such times as shall be determined by the Duplex Committee and the cost thereof shall be a Duplex Expense. Each Owner of a Duplex Lot, however, shall be responsible for all other maintenance, repair and replacements of and to the driveways and walkways on the Owner's Duplex Lot.

3.04 MODIFICATION OF A DUPLEX HOME AND DUPLEX LOT: Without limiting the rights and powers provided for in Sections 3.05 and 9.07, no Duplex Home exterior shall be changed in design, color, material, finish or otherwise and no material changes or additions shall be constructed or installed on any part of a Duplex Lot outside of the Duplex Home and outside of the Planting Area on the Duplex Lot, without the prior written consent of the Adjacent Owner.

Violations of this Section may be remedied by injunctive relief sought by the Adjacent Owner. No shed shall be permitted to be installed on any portion of a Duplex Lot.

### 3.05 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO DWELLING UNIT:

Without limiting the rights and powers provided for in Section 9.07, no additions, alterations or improvements, including, without limitation, (i) changes in the exterior color of a Dwelling Unit, (ii) construction of awnings, antenna or satellite dish, (iii) changes or additions to patio or deck, (iv) installation of a mailbox, in-ground swimming pool, outbuilding or gazebo, or (v) other similar improvements, shall be made to any Lot or any part of the Dwelling Unit which is visible from outside the Dwelling Unit by an Owner without the prior written consent of the Board and, until the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant, and compliance with applicable ordinances of the Municipality. Notwithstanding the

POOLS

foregoing, no above ground swimming pool shall be permitted to be installed on any portion of the Premises and no shed shall be permitted to be installed on any portion of a Duplex Lot. If an addition, alteration or improvement which requires the consent of the Board and/or Declarant hereunder is made to a Lot by an Owner without the prior written consent of the Board or Declarant, or both, as applicable, then (i) the Board may, in its discretion, take either of the following actions; and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take either of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Lot to its original condition, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (a), may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board or the Declarant, as applicable.

### 3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY

AREA: Subject to the provisions of Article Nine, no alterations, additions or improvements shall be made to the Community Area or Association Maintained Public Green Area without the prior approval of the Board and, if required under applicable Municipality ordinances, the approval of the Municipality. The Association may cause alterations, additions or improvements to be made to the Community Area or Association Maintained Public Green Area and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05; except, that, any such alteration, addition or improvement which shall cost more than six (6) months assessments then in effect under the then current budget shall be approved in advance at a special meeting of the Owners.

3.07 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Community Area may not be separately metered and billed to the Association. If the cost for any such utility is metered and charged to individual Dwelling Units rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Board, the Owner is being charged disproportionately for costs allocable to the Community Area, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Board is properly allocable to the Community Area, and the amount thereof shall be Community Expenses hereunder.

Any determinations or allocations made hereunder by the Board shall be final and binding on all parties.