

F. Any title company or person certifying, guaranteeing or insuring title to any building site, lot or parcel in the property or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Control Committee, or any agent thereof appointed in accordance with the provisions herein, and any certificate shall fully protect any purchaser or encumbrance in good faith in acting thereon.

G. The provisions of this Section shall not apply to the Developer in the building of new structures (whether single family dwellings, condominiums, town houses, multi-family structures, living units, or other structures) on lots owned by the Developer.

ARTICLE VII

Exterior Maintenance

Section 1. The Common Properties. The Association shall provide for the care and maintenance of the Common Properties from annual and special assessments levied and collected by the Association pursuant to Article V. Care and maintenance of the Common Properties shall include without limitation the following:

- (a) Lawn care on the Common Properties;
- (b) Snow removal on walks in the Common Properties;
- (c) Maintenance and repair of the lakes;
- (d) Insect control;
- (e) Fish restocking;
- (f) Landscaping maintenance and replacement on the Common Properties;
- (g) The payment of real estate taxes and special assessments on the Common Properties, if any;
- (h) Casualty and liability insurance on the Common Properties;
- (i) Utility fees and charges to the Association;
- (j) Management fees and charges.
- (k) The care and maintenance of the lakes, berms, entrance decorations, entrance signing, entrance lighting, windmill and all plantings and landscaping appurtenant thereto. To that purpose, the owner reserves an easement permitting the Association the right to perform such maintenance and repair and restricting subsequent owners' rights to alter or remove such berm, wall, signage, lighting, landscaping, or other amenities. The legal description of the extent of that easement and restriction is as follows:

- 1) Side and rear yards of Lot 5-11 as follows:

a) Sight Line Obstructions: No fence, wall, hedge, or shrub planting which obstructs sight lines shall be placed or permitted to remain within the required rear or side yard for lots 5 thru 11. No tree shall be permitted to remain within the required side or rear yard on lots 5 thru 11 unless the foliage line is maintained at a sufficient height to prevent obstruction of such lines. No fence, wall, hedge, tree, or shrub planting shall be permitted without the approval of the architectural review committee.

b) Landscape Easement: An easement is hereby reserved for the developer of Old Farm Lakes No. 1 for establishing landscaping improvements within the required rear yard for lots 5 thru 11. Landscaping improvements located on said lots 5 thru 11 shall be permitted to remain by the owners of lots 5 thru 11 and a perpetual easement is hereby established for the developer or the Old Farm Lakes Homeowners Association for ingress and egress to maintain said landscape improvements.

2) Others - none except as otherwise provided.

Section 2. The Lots. Care and maintenance of the lots (except as otherwise specifically provided) shall be the responsibility of the owners thereof, acting individually, through subsidiary owners' associations, or by purchase of services from the Association.

Section 3. Privately Owned Improvements. Responsibility for insuring, maintaining, repairing and replacing all buildings and structures not comprising a part of the common properties other than zero lot line detached shall belong to the subsidiary owners' association and respective members thereof, who shall levy and collect not less than the minimum amounts established by the Association for such purposes. The Association shall purchase such insurance and provide for such care, maintenance, repair and replacement (directly or through approved private contractors) solely from fees levied and collected from and by the subsidiary owners' association or its members and paid over to the Association for investment and disbursement. Responsibility for insuring and maintaining zero lot line detached housing shall belong to the owner thereof, who may purchase such services from the Association.

Section 4. Necessary Exterior Repairs by Association Occasioned by Member's Neglect. Every Owner of a lot, or interest therein, by the acceptance of a deed for the same, or by acceptance of title as devisee or heir, covenants that he, she or it will not permit the lot, condominium living unit or any improvements (including but not limited to the buildings, structures, grass, shrubs, trees, driveways, walks and fences)

thereon to be maintained in other than good repair and in a safe, neat and attractive condition. In the event any such owner shall fail to so maintain his lot, condominium living unit or other improvement thereon and such neglect, in the judgment of the Board of Managers/Directors of the Association, shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring properties, or should constitute a hazard to persons or property, the Board of Managers/Directors of the Association, or the Architectural Control Committee or an subsidiary owners' association may give notice of such conditions to the Owner of the lot or condominium living unit, demanding that such condition be abated within seven (7) days from the date the notice is sent. If the Owner of the lot, interest therein or condominium living unit does not rectify the condition at the end of such period, the Association, Committee or subsidiary owners' association may cause such work to be performed as is necessary to rectify the condition. The cost of such work shall be assessed against the lot or condominium living unit upon which the services are performed and shall be added to and become a part of the annual maintenance assessment or charge to which such lot or condominium living unit is subject under Article V hereof, and as part of such assessment or charge, it shall be a lien and obligation of the Owner in all respects as provided in Article V hereof, except that payment for any work performed pursuant to this Section shall be due upon presentation to the Owner, either in person or by regular mail, of the invoice therefor such fee shall not be limited by the Article VII Section 1(a) limitation. Default in prompt and full payment within ten (10) days from the date the invoice is sent to the Member, shall entitle the Association, Committee or subsidiary owners' association to twenty percent (20%) interest on the amount due from the date of the invoice, which interest shall also constitute a lien upon the lot or condominium living unit and personal obligation to the Owner thereof, which may be collected as other delinquent assessments.

Section 5. Access to the Association at Reasonable Hours.
For the purpose of performing either any exterior maintenance requested by the lot owner under Section 2 of this Article, or of performing after expiration of the notice period required in Section 4 hereof, the necessary exterior work as provided in said Section 4 of this Article, the Association, Committee and subsidiary owners' association, through their authorized agents, servants, employees, or contractors, shall have the right to enter upon any lot, and enter any living unit within the Properties at reasonable times.