

Section 16. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any LOT, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any LOT. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any LOT.

Section 17. VISIBILITY IN CORNER LOTS. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Section 18. BARBECUES. Barbecues may be located or permitted upon the back patio or yard of a Unit and upon such portions of the COMMON OPEN SPACE as are, from time to time, designated by the ASSOCIATION; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the BOARD.

Section 19. REMOVAL OF SOD AND SHRUBBERY; ADDITIONAL PLANTING. No sod, topsoil, trees or shrubbery shall be removed from the PROJECT, no change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any permanent change in the flow and drainage of surface water which the BOARD, in its sole discretion, considers detrimental; provided, however, that OWNERS may place additional plants, shrubs or trees upon their respective LOTS subject to approval by the BOARD or its appointed Architectural Control Committee.

Section 20. INCREASES IN INSURANCE RATES. No OWNER may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the PROJECT.

Section 21. CASUALTIES. In the event that a UNIT or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the COMMON OPEN SPACE are damaged or destroyed by casualty or otherwise, the OWNER thereof or the ASSOCIATION, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the ASSOCIATION) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this DECLARATION.

Section 22. RECONSTRUCTION. Any repair, rebuilding or reconstruction on account of casualty or other damage to any COMMON OPEN SPACE or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the BOARD or its appointed Committee. Any repair, rebuilding or reconstruction on account of casualty or other damage to any UNIT or any part or parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or the new plans and specifications approved by the BOARD or its appointed Committee, and the OWNER of such UNIT.

Section 23. RULES AND REGULATIONS. The ASSOCIATION may adopt additional reasonable rules and regulations relating to the use and maintenance of the PROJECT, and rules and regulations relating to the recreational facilities within the PROJECT may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the ASSOCIATION to an OWNER upon request.

Section 24. WAIVER. The ASSOCIATION shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT where, in the discretion of the BOARD, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the ASSOCIATION, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other LOTS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Notwithstanding the foregoing, so long as DEVELOPER owns any LOT, if any waiver or deviation of any restriction requires the consent of the ASSOCIATION, such consent shall be obtained from DEVELOPER and not from the ASSOCIATION, unless DEVELOPER voluntarily relinquishes this right at an earlier date.

Section 25. EXCEPTIONS. The foregoing use and maintenance restrictions shall not apply to DEVELOPER, or to any portion of the PROJECT while owned by DEVELOPER, or to the UNDEVELOPED PARCEL, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the PROJECT and the construction of any UNITS and other improvements thereon, or any activity associated with the sale of any new UNITS by DEVELOPER. Specifically, and without limitation, DEVELOPER shall have the right to: (i) construct any buildings or improvements within the PROJECT, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on the PROJECT; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the PROJECT for sales, construction, storage or other purposes; (iv) temporarily deposit, dump, accumulate materials, trash, refuse and rubbish in connection with the development or construction of the PROJECT; and (v) post, display, inscribe or affix to the exterior of a UNIT or upon the PROJECT, signs and other materials used in developing, constructing, selling or promoting the PROJECT.

ARTICLE XI  
GENERAL PROVISIONS

Section 1. ENFORCEMENT. In addition to any other remedies set forth herein and permitted by law, this DECLARATION may be enforced by DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION, including attorneys' fees at both trial and appellate levels, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees at both trial and appellate levels.

Section 2. CONFLICT WITH ARTICLES OR BY-LAWS. In the event of any conflict between the ARTICLES and the BY-LAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BY-LAWS, in that order, shall control.

Section 3. SPECIAL PROVISIONS REGARDING CABLE TELEVISION. DEVELOPER reserves and shall have the right to grant a private cable television company and easement to provide cable television service to all of the UNITS within the PROJECT, on such terms and conditions as DEVELOPER may reasonably desire, provided however that the services charged by the cable company shall not be unreasonably compared to other cable television companies providing cable television in the county in which the PROJECT is located. In connection with such cable television services, the applicable agreement with the cable company may require each UNIT OWNER to subscribe for, at a minimum, basic cable television services offered by the cable company, and to pay such services either directly to the cable television company, or to the