

a garage for parking purposes, including the assessment of charges to Owners who violate or whose invitees violate such rules. Any charges so assessed shall be Special Assessments.

Section 12 - Window Covers. Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil or similar material.

Section 13 - Residential. Except as provided within Section 1 of this Article XI, all Residences shall only be used for residential purposes.

Section 14 - Fences and/or Walls. Owners with Residences situated on property with a slope may construct and install fences or walls only at the toe of said slope, unless otherwise approved by the Architectural Committee. The height or location of any fence or wall shall be subject to approval of the Architectural Committee as set forth in the Article entitled "Architectural Control" of this Declaration. Notwithstanding the above, the Owners of Residences indicated on Exhibit "H" attached hereto, or any similar exhibit attached to a Supplementary Declaration, shall be permitted to have fences on slopes as specified on said Exhibit, and the fencing on the slopes on the easterly side of Southern Wood that was permitted pursuant to a prior arbitration award shall be maintained and replaced in accordance with the terms and conditions of such award.

## ARTICLE XII RIGHTS OF ENJOYMENT

Section 1 - Members' Right of Enjoyment. Every Member shall have a nonexclusive easement for use and enjoyment in and to the Community Facilities and such right shall be appurtenant to and shall pass with the interest required to be an Owner to every Residence, subject to all of the easements, covenants, conditions, restrictions and other provisions of record and as contained in this Declaration, including, without limitation, the following provisions:

- (a) The right of the Association to limit the number of guests of Members and to limit the use of the Community Facilities by persons not in possession of a Residence, but owning a portion of the interest in a Residence required for membership.
- (b) The right of the Association to establish reasonable rules and regulations pertaining to the use of the Community Facilities and the Residential Lots.
- (c) The right of the Association to borrow money for the purpose of improving, replacing, restoring or expanding the Community Facilities or adding new Community Facilities and in aid thereof, to mortgage said property, provided that the prior affirmative vote or written approval of a majority of Members has been obtained to mortgage said property.
- (d) The rights of the Association to suspend the right of a Member to use the Community Facilities or any portion thereof designated by the Board during any time in which any Assessment against his Residence remains unpaid and delinquent or for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such right to use such Community Facilities, except for failure to pay Assessments, shall be made only by the Association, after notice and hearing given and held in accordance with the Bylaws. Notwithstanding the foregoing, the Association shall not have the right hereunder to suspend any Member's right to use any portion of the Covered Property necessary for such Member to gain access to his Residence.
- (e) The right of the Association subject to the approval rights of Institutional Mortgagees pursuant to the Article hereof entitled "Rights of Lenders," to dedicate or transfer all or any part of the Community Facilities to any public agency, authority or utility or other entity. No such dedication or transfer, including, without limitation, the conveyance, lease or other transfer of any portion of the Community Facilities to a special tax assessment district or to the City, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the voting power of the membership has been recorded, agreeing to such dedication or transfer. The certificate of the President and the Secretary of the Association attached to such instrument certifying that the

Members signing such instrument represent two-thirds (2/3) of the voting power of the Association shall be deemed conclusive proof thereof.

(f) The right of the Association to establish in cooperation with the City, a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease or otherwise transfer, subject to the provisions of this Section, all or any portion of the Community Facilities to said district.

(g) The view easement rights of certain owners of adjacent real property as more particularly described in the Article entitled "Easements" of this Declaration.

Section 2 - Delegation of Use. Any Member may delegate his right of enjoyment to the Community Facilities to the members of his family or his tenants who reside on his Residence, or to his guests, subject to rules and regulations adopted by the Board.

Section 3 - Waiver of Use. No member may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Residence owned by him from the liens, charges and other provisions of this Declaration, the Articles, Bylaws and Association Rules, by waiver of the use and enjoyment of the Community Facilities, or the abandonment of his Residence.

### ARTICLE XIII EASEMENTS

#### Section 1 - Certain Easements for Owners.

(a) Rights and Duties: Utilities and Cable Television. Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Covered Property, the Owners of any Residence served by said connections, lines or facilities shall have the right and easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service his Residence, and to enter upon the Residences owned by others, or to have utility companies enter upon the Residences owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Residence caused by such entry as promptly as possible after completion of work thereon.

(b) Ingress, Egress and Recreational Rights. Owners shall have nonexclusive easements for ingress, egress, pedestrian walkway and general recreational purposes over and upon the Community Facilities. Such easements shall be subject to the rights of the Association as set forth in the Article hereof entitled "Rights of Enjoyment."

#### Section 2 - Certain Easements for Association.

(a) Association Rights. The Association shall have easements over the Covered Property, together with the right of Association to grant and transfer the same, for the purpose of permitting the Association to discharge its obligations as described in this Declaration.

(b) Rights and Duties: Utilities and Cable Television. Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Covered Property, and said connections, lines or facilities serve the Community Facilities, the Association shall have an easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service the Community Facilities and to enter upon the Residences owned by others, or to have utility companies enter upon the Residences owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided the Association or utility company shall promptly repair any