

Such easement is hereby granted to any Person providing such utilities or installing, constructing, maintaining, repairing or replacing equipment related thereto. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility may be installed or relocated only where permitted by the Declarant or any Builder, where contemplated on any Plat, or where approved by resolution of the Board. Equipment used to provide or meter such utilities or services may be installed aboveground during periods of construction if approved by the Declarant and any Builder. The Person providing the service or installing a utility pursuant to this easement shall install, construct, maintain, repair or replace the equipment used to provide or meter utilities as promptly and expeditiously as possible, and shall restore the surface of the land and the improvements situated thereon to their original condition as soon as possible.

3.4 Easement for Maintenance of Association Maintained Areas. The Master Association shall have an easement upon and over the Master Common Areas for the purpose of maintaining the landscaping and drainage facilities within such areas pursuant to the provisions of **Section 6.3(a)** of this Declaration. The easement provided in the foregoing shall terminate with respect to any Master Common Area on the date the Master Association's responsibilities with respect to maintaining the landscaping or drainage facilities within any such Master Common Area terminates.

3.5 Easements for Encroachments. If any Improvement constructed by or for a Builder or Declarant on any Lot or Tract now or hereafter encroaches on any other portion of the Property by an amount of deviation permitted by customary construction tolerances, a perpetual easement is hereby granted to the extent of any such encroachment, and the owner of the encroaching Improvement shall also have an easement for the limited purpose of the maintenance and repair of the encroaching Improvement.

3.6 Delegation of Use. Any Member may, in accordance with this Declaration and the Property Rules and the limitations therein contained, delegate his right of enjoyment in the Master Common Areas and facilities to the members of his family, or his Residents.

ARTICLE 4

PERMITTED USES AND RESTRICTIONS

4.1 Residential Purposes. All Lots and Dwelling Units within the Property shall be used for single-family residential purposes. No gainful occupation, profession, business, trade or other nonresidential use shall be conducted on or in any Dwelling Unit, provided that an Owner or any Resident may conduct limited business activities in a Dwelling Unit so long as (a) the existence or operation of the business activity is not apparent or detectible by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all applicable zoning requirements; (c) the business activity does not involve door-to-door solicitation of other Owners or Residents; (d) the business activity does not generate drive-up traffic or customer or client parking; and (e) the business activity is consistent with the residential character of the Property, does not constitute a nuisance or a hazardous or offensive use, and does not threaten the security or safety of other Owners or Residents, as may be determined in the sole discretion of the Board. No Lot will ever be