

water, or other public conveniences or utilities on, in or over those portions of each lot, parcel or tract of land as may be reasonably required for utility line purposes, provided, however, that no such utility easement shall be applicable to any portion of such lot as may (a) have been used prior to the installation of such utilities for construction of a dwelling unit whose plans were approved pursuant to these covenants by the Company or (b) have been designated as the site for construction of a dwelling unit on a plat which has been filed with the Company and which has been approved in writing by the Company. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations and tanks within the properties, or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide and maintain any such utility or service.

Section 21. In order to insure that private areas are properly maintained and kept in a clean and orderly condition, there is reserved to the Association, its successors, assigns, and agents a right to enter upon that portion of any lot which is not covered by a Dwelling Unit, other building or otherwise surrounded by an approved fence or wall, (the "Maintenance Easement Area") such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, trees less than six (6) inches in diameter, stumps, bushes or other unsightly growth, which in the opinion of the Association, detracts from the overall beauty, safety and setting of the Properties, the removal of trash or debris, planting of grass, watering, and application of fertilizer and mowing of lawns. Such entrance for the aforesaid purposes shall not be deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the Company, the Association, or their successors, assigns or agents to mow, clear, cut or prune any lot or to provide garbage or trash removal services.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of

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