

Landscape Responsibility

Definitions:

1.20 "Landscape Services" mean the following services: (a) mowing and edging all Yard Space turf areas at least once per week during the months of May through September of each year, and on an as needed basis during the months of October through April; (b) applying fertilizer to the Yard Space turf areas twice a year; (c) manually and mechanically controlling weeds in the Yard Space as required to maintain a manicured appearance; (d) controlling fire ants in the Yard Space turf areas with applications of "Logic" or approved equal in the spring and fall. Notwithstanding the foregoing, the Board will have the right to modify the Landscape Services provided hereunder from time to time.

1.34 "Unit" means a physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Attachment 1, as further described in *Section 5.2* of this Declaration.

1.35 "Yard Space" means all yard areas within a Unit, other than any yard areas within a Unit which are enclosed by a fence. In the event of any dispute concerning what constitutes the Yard Space of a Lot, the Board's determination of such area will be final, binding and conclusive.

3.14 Association's Easement for Yard Maintenance on Units.

(i) The Association will cause to be provided Landscape Services to the Yard Space of each Unit and, accordingly, the Association is hereby granted an easement over and across each Unit to the extent reasonably necessary or convenient for the Association or its designated landscaping contractor to perform the Landscape Services within the Yard Space of such Unit. Access to the Yard Space of each Unit is limited to Monday through Friday, between the hours of 7 a.m. until 6 p.m., and then only in conjunction with actual performance of Landscape Services. If the Association damages any Improvements located within a Unit in exercising the easement granted hereunder, the Association will be required to restore such Improvements to the condition which existed prior to any such damage, at the Association's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Association is notified in writing of the damage by the Owner of the damaged Improvements.

(ii) The Association or its designated landscape company may, from time to time, provide each Owner of a Unit with a schedule of dates on which the Landscape Services will be performed.

(iii) The cost of all Landscape Services will be a common expense of the Association.

9.2 Maintenance of Yard Areas Not Maintained by the Association.

For portions of the yard area within a Unit not maintained by the Association as provided in *Section 3.14*, each Owner must maintain such portions of the yard area, at the Owner's expense, at a level, to a standard, and with an appearance that is commensurate with the neighborhood. Specifically, the Owner must:

(i) Maintain an attractive ground cover or lawn on such portions of the Unit's yard area visible from a street.

(ii) Edge any street curbs within such portions of the Unit's yard area at regular intervals.

(iii) Mow any lawns and grounds within such portions of the Unit's yard area at regular intervals.

(iv) Prevent lawn weeds or grass within such portions of the Unit's yard area from exceeding six (6) inches in height.

(v) Not plant vegetable gardens within such portions of the Unit's yard area that are visible from a street.

(vi) Maintain an attractive appearance for shrubs and trees within such portions of the Unit's yard area which are visible from a street.