

Common Area, before its record title is conveyed to the Association, in either case if Developer Approves such Plans, acting in its sole discretion. In determining whether to give such Approval, Developer shall have no fiduciary or other duty whatsoever to the Association or any Owner, Mortgagee, Tenant, Occupant or other Person, either (a) to require that (i) such Plans conform to any Design Standard, or (ii) any Improvement set forth on such Plans be similar in size, architectural style, or cost to those of any Improvement existing or planned for another Lot or Common Area, or (b) otherwise concerning such Plans or Approval, or (c) to adhere to any common scheme of development for any of Wellington Trace.

SECTION 8. USE COVENANTS.

Notwithstanding anything to the contrary permitted by law or any Recorded or other document having priority over the legal effect of this Declaration, no Land or Improvements in Wellington Trace shall be improved or Used in a manner contrary to this Section, the rest of this Declaration, or the other Community Documents.

8.1. Entire community.

8.1.1. Uses prohibited absolutely. Subject in all respects to paragraph 8.1.3, no Land or Improvements in Wellington Trace shall be improved or Used in a manner contrary to this paragraph 8.1.1:

(a) Applicable law. No Land or Improvements in Wellington Trace shall be Used or constructed other than in accordance with applicable law.

(b) Hazardous Materials. No Hazardous Materials shall be placed, kept, discharged or Used on a Lot or Common Area in violation of any Environmental Law. As used in this Declaration, (i) "Hazardous Materials" means any "hazardous substance" or "Hazardous Material" within the meanings given such terms in any Environmental Law, and includes any petroleum, petroleum byproduct, other hazardous substance, environmentally dangerous condition or dangerous asbestos condition; and (ii) "Environmental Law" means section 9601 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. sections 9601 et seq. (including the amendments thereto made by the Superfund Amendments and Reauthorization Act of 1986); Resource Conservation and Recovery Act, 42 U.S.C. sections 6901 et seq.; Federal Water Pollution Control Act ("Clean Water Act"), 33 U.S.C. sections 1251 et seq.; Clean Air Act, 42 U.S.C. sections 7401 et seq.; Toxic Substances Control Act, 15 U.S.C. sections 2601 et seq.; and all other federal, state or local laws or regulations respecting Hazardous Materials. Each Owner shall defend, indemnify and hold harmless the Association, each Owner, Tenant or Occupant of another Lot, and their officers, directors, employees and agents, against and from all liability, claim of liability or expense incurred by such indemnified Person and proximately caused by the placement, keeping, discharge or Use of Hazardous Materials in violation of the Community Documents, (i) on the indemnifying Owner's Lot by any Person, or (ii) elsewhere in Wellington Trace by such indemnifying Owner or a Tenant or Occupant of its Lot.

(c) Nuisances. No plant, animal or other thing or condition shall be maintained, or action taken, on a Lot or Common Area which (i) is noxious, offensive, dangerous, unsightly, unpleasant or of a nature that would unreasonably diminish or destroy an Owner's or Occupant's ability to Use its Lot or the rest of Wellington Trace, or (ii) renders any of a Lot or the rest of Wellington Trace unsanitary, malodorous, unsightly, unreasonably offensive or detrimental, or a nuisance, to an Owner or Occupant, or any property. Each Owner shall exercise its rights and perform its duties under the Community Documents in such manner and at such times as will not unreasonably disturb any other Owner, Tenant or Occupant. Nothing in this subparagraph shall

prohibit or restrict Developer or a Builder, Developer Entity or Owner, while developing a Lot or Common Area, or constructing, repairing or maintaining any Improvements, from taking any action which is required by law or, under customary development, construction or maintenance practices, is in such Person's reasonable judgment necessary or desirable to accomplish such purpose.

(d) Accumulations. No lumber, metals, bulk materials, compost, grass clippings or other waste plant material, organic debris, trash or other refuse shall be kept, stored or allowed to accumulate on a Lot (outside of a building) or Common Area, except for (i) the storage of trash or other refuse in containers placed and maintained in accordance with this Declaration, (ii) the composing of grass clippings, leaves and other materials without causing any unreasonably unpleasant odor, and (iii) the storage of building materials intended for use in constructing or repairing an Approved Improvement in accordance with this Declaration, provided that they are incorporated into such Improvements within 30 days after being placed on such Lot. If trash or other refuse from a Lot is collected and carried away on a regular, recurring basis, containers therefor may be placed in the open on a collection day, at a place on or near such Lot affording access to the collector, but at all other times such containers and trash shall be stored where not visible from elsewhere in Wellington Trace, and otherwise in accordance with this Declaration. The Association may adopt reasonable Design Standards for the size, shape, color, number, type and manner of storage of such containers.

(e) Nonresidential Use. Except as is otherwise permitted by this paragraph 8.1.1, no House or Townhouse Lot shall be devoted to a principal Use other than a residential Use, except that nothing in this paragraph shall prohibit any of the following Uses of such Lot if otherwise in accordance with the Community Documents:

(i) Trade or business. The Use of not more than an aggregate one-third of the Floor Area of a Dwelling on such Lot for the conduct of one or more trades or businesses, if and only if such Use (1) is by one or more Occupants of such Dwelling, (2) is not apparent or detectable by sight, sound or smell from outside of such Dwelling, and (3) does not normally involve visits to such Lot by clients, customers, tradesmen or other Persons who are not Occupants of such Lot. As used herein, "business" and "trade" shall have their ordinary, generally accepted meanings, and include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than such Occupant's family and for which such Occupant receives any compensation or other form of consideration, regardless of whether such activity is engaged in on a full- or part-time basis, or is intended to or does generate a profit, or a license is required therefor. Notwithstanding the foregoing, the leasing of such Lot or Dwelling solely for residential purposes shall not be deemed a trade or business.

(ii) Family Day Care Homes. Anything in this subparagraph or elsewhere in this Declaration to the contrary notwithstanding, a House or Townhouse Lot may be Used as a family day care home (as defined in section 11B-111.1 of the HOA Act) ("Family Day Care Home") if and only if the following conditions are met (but the prohibition set forth in this sentence may be eliminated from this Declaration by an Amendment pursuant to subparagraph 16.2.1(d)):

(1) Such Use does not violate paragraph 8.1.2 or another term of this Declaration, or in the Board of Directors's judgment generate excessive noise from, or traffic to and from, such Lot.

(2) Its Owner gives the Association Notice that it is to be Used for such purpose, at least 30 days before commencing such Use, and thereafter by January 1 of each year during which such Use continues (except that the Association may, in its sole

discretion, by Notice to such Owner, waive its right to receive any such Notices delinquent when such waiver is made).

(3) Its Owner (A) maintains in effect, as long as such Family Day Care Home exists, all liability and other insurance required by section 11B-111.1 of the HOA Act or other law, (B) names the Association as an additional insured under each policy of such liability insurance, and (C) gives a copy of each such policy to the Association when required by this clause (ii) to give a Notice to the Association.

(4) (In addition to any other monetary or other obligations which it has under the Community Documents) such Owner pays to the Association, within 10 days after it gives such Owner a Notice to do so, (A) any Fee for Use of Common Areas, by Persons using such Family Day Care Home, which the Association charges in accordance with this Declaration and the HOA Act, and (B) a fraction of any increase in insurance costs incurred by the Association (as specified in writing by the insurer or, in the absence of such specification, as reasonably estimated by the Association) that are solely and directly attributable to the operation of Family Day Care Homes in Wellington Trace, determined by dividing such increase by the number of Family Day Care Homes in Wellington Trace at any time during the policy year or other period in which such insurance is in effect, or in any other reasonable manner chosen by the Board of Directors.

(5) Such Use would not result in more than 7.5 percent of the Dwellings in Wellington Trace being Family Day Care Homes.

(f) Number of Dwellings. No House Lot may contain any Dwelling other than one detached Dwelling (plus, if permitted by law, one Accessory Apartment). No Townhouse Lot may contain any Dwelling other than one attached Dwelling. Except as is otherwise permitted by subsection 3.6, no Apartment Lot may contain any Dwellings exceeding its Permitted Dwellings. No Lot may be Used for transient or hotel purposes. Not more than one family (including its employees and transient guests) may reside in a Dwelling simultaneously, except that, in addition, an Accessory Apartment thereon may be occupied in accordance with law.

(g) Wetlands. No part of Wellington Trace which now or hereafter, for purposes of a Wetland Law, (i) is a nontidal or tidal wetland, or (ii) an Authority designates or otherwise deems to be a buffer area around or adjacent to any such wetland, shall be cleared, dredged, filled, improved, disturbed or otherwise changed from its existing state of natural vegetation and as a habitat for natural wildlife, if doing so would (i) violate law or the terms under which an Authority issues to Developer, another Owner, or a Person claiming through either, any site development plan approval, grading, building, or other approval or permit required to develop, improve or Use any of Wellington Trace, or (ii) prevent satisfaction of a condition on which it was issued. As used in this Agreement, "Wetland Law" means any of (i) section 404 of the Clean Water Act, (ii) the Nontidal Wetlands Protection Act, codified in sections 8-1201 et seq., Chesapeake Bay Critical Area Act, codified in sections 8-1801 et seq., and title 9, of the Natural Resources Article of the Code, or (iii) the regulations and administrative orders adopted or issued pursuant thereto, as hereafter amended.

8.1.2. Uses requiring Approval. In addition to the restrictions in paragraph 8.1.1 (but subject in all respects to paragraph 8.1.3), no Land or Improvements in Wellington Trace shall be improved or Used in a manner contrary to this paragraph 8.1.2 unless such Use is Approved:

(a) Setback and height requirements under Community Documents. No Improvement shall be constructed on a Lot or elsewhere in Wellington Trace other than in

accordance with (i) applicable building lines, setback and height restrictions set forth in or imposed pursuant to the Community Plat or this Declaration, (ii) any covenants set forth in the deed by which such Lot or other part of Wellington Trace is conveyed by Developer (unless Developer agrees by a Supplement to waive such covenant), or (iii) any condition or requirement imposed by the Approval of Plans for such Improvement.

(b) Underground Utility Lines. No Utility Line shall be installed or maintained on or above the surface of the ground on a Lot, Common Area or other part of Wellington Trace (other than wholly within a Dwelling or other building), except for (i) sprinkler valves and hoses, (ii) fire hydrants and other Utility Lines required by law or an Authority to be maintained on or above the surface of the ground, and (iii) utility meters, valves and any pipes, lines or cables connecting them to underground Utility Lines. All auxiliary machinery, equipment or facilities used on a Lot in connection with a Utility Service shall be located thereon only in such manner and on such conditions as are Approved.

(c) Temporary Improvements. No Improvement of a temporary character, and no tent (unless erected for social functions and removed within 7 days thereafter), trailer, mobile home (as defined in section BA-101 of the Real Property Article of the Code), shed or shack, shall be maintained on a Lot or Common Area at any time, except that temporary construction shelters may be maintained during, and Used exclusively for, the construction of Improvements in accordance with this Declaration (but not as living quarters), but shall be removed from Wellington Trace promptly on completion of such Improvement.

(d) Storage; obstruction. No Owner or other Person shall store any personal property on, or obstruct, any Association Property, except where permitted to do so by the Community Documents.

(e) Certain Uses. No Person shall do anything on or to a Common Area or other Association Property which will cause an increase in a premium paid for, or cancellation of, any liability or other insurance held by the Association.

(f) Vehicles.

(i) Certain definitions. As used herein,

(1) "Vehicle" means a Commercial Vehicle, Motor Vehicle, Recreational Vehicle, automobile, Large Truck, other truck or van (in each case, as defined by the Maryland Motor Vehicle Administration or by common usage and practice), trailer, motorcycle, bicycle, mo-ped, or other powered or unpowered vehicle.

(2) "Commercial Vehicle" means any automobile, truck or van (as so defined) Used or usable for commercial, business or industrial Use, taxicab, or other Vehicle prominently displaying a commercial logo, message or identification.

(3) "Inoperable Vehicle" means any Commercial, Recreational or other Vehicle which is a junk Vehicle, or is inoperable, or lacks current, valid registration plates; or would not pass applicable state vehicular inspection criteria, or is not being maintained in a first-class condition.

(4) "Large Truck" means any truck or van (in each case, as defined by the Maryland Motor Vehicle Administration or by common usage and practice), or self-

propelled farm or construction vehicle, which is more than 24 feet long, or has a capacity exceeding three-quarter tons.

(5) "Motor Vehicle" means a vehicle required by law to be registered with the Maryland Motor Vehicle Administration or another Authority, or propelled by a motor.

(6) "Recreational Vehicle" means any (A) boat, boat trailer, camp truck, camp trailer, golf cart, house trailer, personal watercraft, snowmobile, recreational bus or similar vehicle, motor home, camper van or all-terrain vehicle, or (B) other powered or unpowered vehicle designed primarily for Use for sports or recreational purposes.

(ii) Vehicular parking. (1) No Vehicle shall be parked or stored in Wellington Trace other than in accordance with this subparagraph.

(2) Any Vehicle. Any Vehicle may be kept (A) in a garage on a Lot if not in violation of law or this Declaration, or (B) elsewhere in Wellington Trace if Approved or expressly permitted by the Community Documents, or (C) on a Public Road if permitted by law.

(3) On House Lots. Subject to subparagraph 8. t.2(g), (A) any Vehicle (other than a Commercial, Recreational or Inoperable Vehicle, or Large Truck) may be parked or stored on a House Lot's driveway or side or rear yards, and (B) a Commercial or Recreational Vehicle (other than a Large Truck or Inoperable Vehicle) may be parked on such driveway or side or rear yards, as long as not more than one such Commercial or Recreational Vehicle is parked on all such areas of such House Lot at any one time.

(4) On Townhouse Parking Areas. Subject to subparagraph 8.1.2(g) and to the Association's right to grant exclusive or nonexclusive licenses to Use parking spaces under subparagraph 5.3.1(j), (A) any Vehicle (other than a Commercial, Recreational or Inoperable Vehicle, or Large Truck) may be parked on a Townhouse Parking Area by a Person having a right to do so under the easement for Use of Townhouse Parking Areas set forth in paragraph 5.2.5; and (B) a Commercial Vehicle (other than a Recreational or Inoperable Vehicle, or Large Truck) may be parked on a Townhouse Parking Area by any such Person, as long as not more than one such Commercial Vehicle is parked on a Townhouse Parking Area at any one time by the Owner, Tenant and/or Occupants of any one Townhouse Lot.

(5) On Apartment Lots. Without impairing the right of the Owner of an Apartment Lot to prohibit or restrict vehicular parking on such Apartment Lot, (A) any Vehicle (other than a Commercial, Recreational or Inoperable Vehicle, or Large Truck) may be parked on a parking area on an Apartment Lot; and (B) a Commercial Vehicle (other than a Recreational or Inoperable Vehicle, or Large Truck) may be parked on any such parking area by such Owner, any Condominium Unit Owner of a Condominium Unit on such Apartment Lot, or any of their respective Tenants or other Occupants, as long as not more than one such Vehicle is parked on the parking areas on an Apartment Lot at any one time by the Tenant and/or Occupants (or Condominium Unit Owner) of any one Apartment or Condominium Unit.

(6) On certain Common Areas. Any Vehicle may be parked on a parking space on a Common Area under, and in accordance with the terms, of a license granted by the Association under subparagraph 5.3.1(k).

(7) Inoperable Vehicles. Except as is otherwise expressly permitted by this subparagraph or another term of this Declaration, no Inoperable Vehicle shall be parked or stored in Wellington Trace.

(8) Service, maintenance or delivery Vehicles. Anything in this subparagraph (f) to the contrary notwithstanding, nothing therein shall be deemed to prohibit the parking of Commercial Vehicles on a parking area or driveway on any Lot by Permittees while providing maintenance, repair or installation services on, or making a delivery to or from, such Lot.

(iii) Vehicular repairs. No automobile or other Vehicle shall be constructed, restored or repaired on a Lot or Common Area at a location visible from outside a garage or other building thereon, other than (1) minor repairs such as oil, filter, battery, belt, wiper, light and tire changes, or (2) emergency repairs which cannot reasonably be performed elsewhere, in each case if performed (1) on a Vehicle owned by an Occupant of, and customarily kept on, such Lot, (2) using all appropriate environmental safeguards, and (3) in a continuous and timely manner.

(iv) Vehicular traffic. No Person shall operate a Vehicle on, or otherwise Use, a Common Road, or a Private Road on a Common Area, other than in accordance with (1) Maryland law governing the operation of Motor Vehicles, if applicable to Common and Private Roads, and (2) subject to clause (1), any Rules adopted by the Association. The Association shall be deemed to have adopted Rules for such purpose which are identical to Maryland law governing the operation of Motor Vehicles on public roads, as from time to time in effect, as if the Common Roads and such Private Roads were public roads, except if and to the extent that it (A) adopts Rules providing for reasonable safety measures and speed limits, or otherwise modifying or supplementing such law, or (B) elects that any such law not apply to any Common Road and such Private Roads. The Association may adopt Rules governing pedestrian traffic on Common Roads and Walks, and on Private Roads and Walks on Common Areas. The Association may enforce such Rules by establishing such procedures as it deems appropriate, including levying fines for violation thereof. If a conflict exists between Maryland law and any such Rule, such Rule shall govern if permitted by law. Only drivers licensed by an Authority may operate a Motor Vehicle in Wellington Trace. No Vehicle may be operated in Wellington Trace other than in a safe and quiet manner and with due consideration for the rights of all Owners and Occupants.

(v) Nothing in this Declaration shall prohibit or restrict Developer or a Builder, Developer Entity or Owner, while developing any of Wellington Trace or Community Growth Area, or constructing, repairing or maintaining a Dwelling or other Improvement thereon, from operating, parking, maintaining or otherwise Using a Vehicle in a manner which is required by law or, under customary development, construction or maintenance practices, is in such Person's reasonable judgment necessary or desirable to accomplish such purpose.

(g) Garages and parking areas. Any parking area on a House Lot shall be appropriately screened from public view. Each garage on a House or Townhouse Lot shall be kept free of all items of personal property belonging to the Owner or any Occupant of such Lot or another Person, and otherwise be maintained by such Owner, to the extent needed to keep it available for parking up to that number of Motor Vehicles for which it is designed, in accordance with this Declaration. Except if and to the extent that such Lot's Occupants collectively maintain at such Lot a greater number of Motor Vehicles than that for which such garage is designed, all Motor Vehicles shall be housed in such garage when on such Lot.

(h) Signs. No temporary or permanent sign, communicative lighting or lettering or advertising of any nature whatsoever shall be placed or maintained on a House or Townhouse Lot (if visible from outside of such Lot) or a Common Area, except for the following signs if permitted by law: (i) such Lot's street address number, if its location and design are Approved; (ii) any sign required by a legal proceeding or law; (iii) one residential or professional identification sign placed on and for such Lot, having a surface area not exceeding 2 square feet, and Approved as to its location, size, color, material and content; (iv) any signs placed by Developer in connection with its development or marketing of Wellington Trace; (v) any signs placed by Developer or a Builder or Developer Entity on a Lot of which it is the Owner or a Buyer, and Approved by Developer or the Design Committee; (vi) on a Lot, a single sign having a surface area not exceeding 6 square feet, indicating that such Lot or a Dwelling thereon is "for sale", "for rent" or "sold"; (vii) any signs identifying Wellington Trace by name, and Approved by Developer or the Design Committee; or (viii) any sign which, in the Association's (or, during the Development Period, Developer's) judgment, is necessary or desirable to control pedestrian or vehicular traffic on a Townhouse Parking Area, Private Road or Walk on a Common Area, or Common Road or Walk. Subject to the foregoing, the Design Committee may propose Design Standards for the size, color, location and content of all signs to be placed or displayed on a House or Townhouse Lot (outside of a Dwelling), or inside a Dwelling thereon if directed primarily toward Persons outside the same, or on a Common Area. Such Design Standards shall not apply to signs placed by Developer or a Builder or Developer Entity pursuant to this Section.

(i) Fences. No Fence shall be placed or kept on a House or Townhouse Lot other than in accordance with this subparagraph, and unless its location, type, color, height and texture are Approved. No chain-link Fence shall be placed or maintained on a House or Townhouse Lot or Common Area, other than around a swimming pool or tennis court (but only if such Fence is screened by landscaping or in another Approved manner). No Fence on a House or Townhouse Lot or Common Area shall (i) exceed 60 inches in height unless it fully or partially encloses a swimming pool, tennis court, patio or open garden court, or is a retaining wall required by the topography of such Lot or Common Area or adjacent land, or (ii) interfere with any underground or surface drainage Improvement, or (iii) be located in the front yard of a House or Townhouse Lot. Nothing in this subparagraph shall prohibit Developer, a Builder or Developer Entity, or another Owner, while developing a House or Townhouse Lot or Common Area, or constructing, repairing or maintaining a Dwelling or other Improvement thereon, from temporarily installing thereon a Fence which is required by law, or under customary development, construction or maintenance practices is in such Person's reasonable judgment necessary or desirable to accomplish such purpose, but such Fence shall be removed when no longer required for such purpose unless it otherwise complies with this Declaration. As used herein, "Fence" means a free-standing fence, wall, trellis, gate or other Improvement made of masonry, stone, wood, wire, plastic or other nonliving material, or hedge, designed or configured to provide a visual or physical barrier.

(j) Noise devices. No whistle, horn, siren, electric bell or similar device shall be installed on the exterior of a Lot or Common Area, except in connection with a security system maintained on such Lot by its Owner, or on such Common Area by the Association. No radio, television, stereo system, loudspeaker or other device having a sound amplifier shall be operated anywhere in Wellington Trace in a manner which unreasonably disturbs any Owner, Tenant or Occupant.

(k) Antennae. No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on a House or Townhouse Lot outside of a Dwelling or other building, or on a Common Area, except that one and only one so-called "digital satellite system" disk or antenna, or other disk antenna, in each case having a diameter not exceeding 20 inches, may be maintained anywhere on a House or

Townhouse Lot, and more than one such disk antenna may be maintained on a Common Area by or with the Approval of the Association.

(l) Machinery. No machinery or equipment shall be placed or operated on a Lot, unless reasonable and customary in connection with a Use of such Lot in accordance with this Declaration.

(m) Enclosures. All above-ground garbage and trash containers, incinerators, fuel tanks, swimming pool equipment, utility meters, airconditioning equipment and other similar outdoor maintenance, storage and service facilities on a Lot shall be appropriately screened (in accordance with Approved Plans) to conceal them from view from outside such Lot.

(n) Animals. No livestock, poultry or other animal, bird or hazardous insect of any kind shall be bred, or temporarily or permanently kept, on a Lot (except that 3 or fewer dogs, cats or other household pets not posing a nuisance to another Owner or Occupant may be kept thereon if not for a commercial purpose). Each such animal shall be secured by a leash or lead, or under a responsible Person's control, whenever outside such Lot.

(o) Clotheslines. No outdoor clothesline or similar device for drying clothing shall be installed on a Lot if visible from outside of such Lot.

(p) Window airconditioners. No window-type airconditioner shall be installed anywhere in Wellington Trace.

(q) Mailboxes. No mailbox shall be installed on or otherwise used to serve a Lot, except a mailbox meeting, and installed in accordance with, the Design Standards.

(r) Swimming pools. No swimming pool shall be constructed or installed above ground level on a House Lot. No swimming pool may be constructed or installed on a Townhouse Lot. No hot tub or similar device shall be constructed or installed above or below ground level on a House or Townhouse Lot unless it is appropriately landscaped or otherwise screened from view outside of such Lot, in accordance with Approved Plans.

(s) Noise mitigation/landscape easement. No tree or other landscaping shall be removed from any area designated on the Community Plat or elsewhere in Wellington Trace Documents as a noise mitigation or landscape easement area, and no berm, wall or Fence installed in any such area shall be altered or removed, without Design Committee Approval and (even if such Approval is granted) without complying with all applicable law and the terms of all site development plan, grading, building or other permits or approvals by Authorities required to develop, improve or use any of Wellington Trace.

(t) Completion of construction. The exterior of all Dwellings and other Improvements on a Lot not owned by Developer or a Developer Entity shall be completed within one year (or any longer period which is Approved) after its construction begins, and such construction shall proceed continuously and without delay, except that such permitted completion period shall be extended (but not by more than one year) by one day for each day during which it is impossible or would result in great hardship to its Owner (or such Owner's contractor) to continue such construction due to strike, lockout, labor troubles, labor, material or equipment shortage, delay by an Authority, power failure, severe weather, fire, riot, insurrection, war, national emergency or natural calamity (each of which events is referred to herein as a "Force Majeure"). Whenever an Improvement is being constructed or installed on a Lot, its Owner shall maintain such Lot in a reasonably clean and uncluttered condition, and take all action needed to control erosion of or from disturbed site

areas. Once work on an Improvement begins, its cessation before completion, for more than 60 days plus the period of any delay resulting from a Force Majeure, shall be prima facie evidence of an attempt to abandon it in a partially completed state, and it shall be deemed a public and private nuisance. No Dwelling or other Improvement may be temporarily or permanently occupied until its exterior is fully complete.

8.1.3. Exceptions. Anything therein to the contrary notwithstanding, nothing in this Section or the rest of this Declaration shall prohibit or restrict, authorize the prohibition or restriction of, or require Approval of, any of the following:

(a) Sales and construction offices; model homes. The Use by Developer or a Builder or Developer Entity of any Lots which it owns, and (during the Development Period) any Common Area or Association Property, as offices and/or speculative or model Dwellings in connection with its development, construction, replacement, repair, maintenance, marketing, sale or leasing of a Lot or other part of Wellington Trace, Community Growth Area or other real property.

(b) Without limiting its rights under any other term of this Declaration, the Use in any manner by Developer or a Builder or Developer Entity of a Lot which it owns, if another Owner thereof would not be prohibited or restricted in the same manner.

(c) The maintenance by Developer or a Builder or Developer Entity on a Lot or Common Area which it owns, or on Association Property, of signs advertising Wellington Trace or the sale or lease of Lots, other parts of Wellington Trace or Community Growth Area, or other real property.

(d) The exercise by Developer or a Builder, Developer Entity or Authority of an easement held by it under or pursuant to Section 5 or another term of this Declaration, or any Title Matter.

8.2. Apartment Lots. In addition to the restrictions in subsection 8.1 (but subject in all respects to paragraph 8.1.3), no Apartment Lot shall be improved or Used in a manner contrary to the terms of any Amendment or Supplement hereafter Recorded which encumbers the title thereto pursuant to paragraph 16.2.3.

8.3. Open Spaces. In addition to the restrictions in subsection 8.1 (but subject in all respects to paragraph 8.1.3), this subsection 8.3 shall apply to each Open Space:

8.3.1. Uses prohibited absolutely. No Open Space shall be used for any Use whatsoever, other than (a) as parkland or for recreational, cultural, educational or other active or passive Uses in keeping with its character as Open Space, and Approved for such Open Space (which may include one or more community buildings, swimming pools, tennis courts and other social or recreational amenities operated primarily for the benefit of Owners, Tenants, other Occupants and their family members, employees, invitees and agents, but which the Association may occasionally, and at its option, make available for use by others); (b) Common and Private Roads and Walks; (c) Utility Lines; (d) Wellington Trace Center; and (e) related Improvements, if owned and operated by the Association or a nonprofit entity or Authority. Without limiting the generality of the foregoing, no Dwelling may be constructed or maintained on an Open Space. No swimming pool may be constructed on an Open Space other than below ground level.

8.3.2. Uses requiring Approval. In addition to the restrictions in paragraph 8.3.1, unless such Use is Approved, no Vehicle or other machinery or equipment shall be placed or operated on an Open Space, other than equipment and machinery which (i) is reasonable and

customary in connection with a Use of such Open Space permitted by this Declaration, or (ii) the Association requires in connection with the maintenance and Use of such Open Space, or (iii) is part of any Utility Lines, but this paragraph shall not prohibit the Use of Vehicles on Common Roads or Walks, or on Private Roads or Walks in Open Spaces, if otherwise in accordance with this Declaration.

8.4. Common Roads. In addition to the restrictions in subsection 8.1 (but subject in all respects to paragraph 8.1.3), unless such Use is Approved (a) no Common Road shall be Used for any purpose other than pedestrian and vehicular access, the provision of Utility Services, and the parking of Vehicles; and (b) all directional signs installed in a Common Road shall, to the extent permitted by law, be of an Approved uniform design.

SECTION 9. MAINTENANCE.

9.1. By Association.

9.1.1. Maintenance of Association Property and other Wellington Trace areas.

(a) The Association shall at its expense regularly maintain in good order and repair all Common Areas (except for any Private Roads, Walks or Utility Lines thereon), Common Utility Lines, and other Common Improvements. Without limiting the generality of the foregoing, the Association shall at its expense (unless an Authority assumes such maintenance duty) keep all grass in the Common Areas regularly mowed to a height of 4 inches or less, maintain all Common Areas which are landscaped or otherwise planted with any tree, bush, shrubbery, groundcover or other plant, and remove any weeds, brush, trash and rubbish therefrom at reasonable, regular intervals. Except for patios, walks, flower gardens, hedges, trees, wooded areas, and improvements permitted thereon under Section 8, each Open Space shall be kept in its natural state or maintained in lawns.

(b) Maintenance of Common Roads and Walks. The Association shall at its expense maintain all Common Roads and Walks (including any grass or other landscaped areas in any median, shoulder, traffic island or other part thereof); promptly remove all snow and ice therefrom; and maintain, repair and replace as necessary, and cause to be lighted during all periods of darkness, all (if any) electrical street lighting standards at the entrances to Wellington Trace and along each Common Road.

(c) Maintenance of Public Roads and Walks. Except if and to the extent that an Authority undertakes such maintenance, the Association shall at its expense maintain all grass or other landscaped areas in any median, shoulder, traffic island or other part of any Public Road, and maintain, and keep lighted during all periods of darkness, all (if any) electrical street lighting standards at the entrances to Wellington Trace and along each Public Road or Walk.

(d) Maintenance of stormwater management facilities. Anything in this Declaration to the contrary notwithstanding, if a Common Area or Lot is at any time improved by a stormwater management pond or other facility required by law to manage the drainage of stormwater from Wellington Trace, then until an Authority undertakes to do so, the Association shall at its expense regularly maintain such pond or other facility and any related landscaped area on such Common Area or Lot in good condition, except that if such pond or facility exists on a Lot to manage the drainage of stormwater solely from within such Lot, its Owner shall perform such maintenance at its expense. Such maintenance shall include, but need not be limited to, (i) mowing the top and side slopes of each embankment which is part of such pond or facility at least once in June and once in September in each year; (ii) mowing the rest of such pond or facility as often as is reasonably needed; (iii) regularly removing debris and litter from the dams, emergency spillways, other outlets and remainder of such pond; and (iv) when the Association or such Owner deems it aesthetically necessary, removing accumulated sediment therefrom after obtaining all approvals required by law.