

*maintenance and operation of the Property. Entry upon the Affected Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.*

**Section 5. Drainage Easements.** *Easements for the installation and maintenance of utilities, storm water retention, detention ponds, and/or a conservation area are reserved as may be shown on the recorded plat. Within these easement areas, no structure, plant or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Affected Lot and all improvements contained therein shall be maintained continuously by the Owner of the Affected Lot, except for those improvements for which a public authority, utility company or the Association is responsible.*

**Section 6. Temporary Completion Easement.** *All Affected Lots shall be subject to easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be reasonably expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Affected Lots adjacent to the Property, provided that such easement shall terminate twelve (12) months after the date such Affected Lot is conveyed to the Owner by the Declarant.*

**ARTICLE VI  
USE AND OCCUPANCY**

*All Affected Lots and dwellings shall be used and occupied for single-family residence purposes. No Affected Lot or dwelling may be used for commercial, institutional or other non-residential purpose if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to "garage sales" conducted with prior written consent of the Association provided that no Owner shall conduct more than two (2) garage sales of no more than two (2) days duration each during any twelve (12) month period. This prohibition shall also not apply to the use of the Recreational Facilities in accordance with the terms and provisions hereof.*

**ARTICLE VII  
PROPERTY RIGHTS**

**Section 1. Owners' Easement of Enjoyment.** *Every Owner shall have a right and non-exclusive easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Affected Lot, subject to the following provisions:*

*(a) The right of the Association to establish and publish rules and regulations governing the use of the Common Areas (including without limitation the Recreational Facilities) affecting the welfare of Association members;*

*(b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment*