

have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE X

UTILITY SERVICE

Developer hereby dedicates certain portions of the Properties through which easements are hereinafter granted for use by all utilities for the construction and maintenance of their respective facilities servicing the lands described in this Declaration; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements shall be as shown on any recorded subdivision plat of the properties. Additional easements may be granted by the Association for utility purposes in accordance with the requirements of this Declaration.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration including any unauthorized parking in the Common Space Limited. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.