

the right to control the Association and appoint all of the Board of Directors. The Declarant Control Period shall expire on first to occur of the following events:

- 1.25.1 January 1, 2025; or
  - 1.25.2 The later of 120 days or the annual meeting following the date on which seventy-five (75%) percent of the Units in all phases of the Community that will ultimately be subject to the Declaration have been conveyed to Class A Members; or
  - 1.25.3 When Declarant records a notice in the Registry expressly terminating its Class B membership.
- 1.26 "Declarant's Permittees" means Declarant's officers, directors, partners, joint venturers, managing members (and the officers, directors and employees of any such corporation, partnership, joint venture or limited liability company), employees, beneficiaries, agents, independent contractors (including both general contractors and subcontractors), suppliers, visitors, licensees and invitees and those of any affiliate of Declarant.
- 1.27 "Declaration" and "this Declaration" means (and, except as otherwise provided in Section 1.66, "herein", "hereto", "hereof", "hereunder" and words of similar import shall refer to) this document together with all exhibits and amendments to the document and Supplemental Declarations thereto.
- 1.28 "Single Family Home" means a Lot on which a Unit consisting of single family detached dwelling is constructed. In the event a garage or carport serving the Unit is located on the Lot, the term "Single Family Home" shall include such garage or carport regardless of whether it is attached to or forms a part of the structure in which the dwelling is located.
- 1.29 "Eligible Mortgagee" means a First Mortgagee which owns, services, insures or guarantees a First Mortgage encumbering a Unit which has notified the Association in writing of its name and address and status as a holder, insurer or guarantor of a First Mortgage. Such notice will be deemed to include a request that the Eligible Mortgage Holder be given the notices and other rights described in Article 17.
- 1.30 "Exterior Maintenance" means all labor, materials, goods and services necessary or desirable to Maintain in good repair and condition, operate, inspect, test, repair, preserve, perform minor alterations, clean, and/or any other action or activity commonly or customarily regarded as Maintenance of the following the standard original exterior portions of an Attached Townhome:
- 1.30.1 periodic cleaning and periodic painting of exterior paintable surfaces of exterior walls and entry doors, together with caulking;
  - 1.30.2 repair and replacement of the roof of each Attached Townhome, including roof shingles, flashing, fascia, soffit, decking, gutters and downspouts, and boots around vents and fresh air returns, but

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excluding roof trusses, joists, or any other structural element of the roof; and

- 1.30.3 such other exterior portions of an Attached Townhome as the Board from time to time may elect to provide on not less than ninety (90) days prior written notice to the Owners of Attached Townhomes.

The cost of Exterior Maintenance for Attached Townhomes shall be an Attached Townhome Expense. As to any Single Family Homes, the Association has not obligation to provide Exterior Maintenance unless and to the extent a Supplemental Declaration imposes on the Association the obligation to perform Exterior Maintenance for such Single Family Homes.

Exterior Maintenance shall not include repair, replacement or reconstruction of any of the following parts or components of an Attached Townhome: windows or doors; Hardi-board, rebar, mortar, tie beams, roof trusses or joists, or any structural element of the exterior walls or roof; all or any portion of the plumbing, electrical or mechanical systems whether located inside or outside of the Attached Townhome; all patios, terraces, decks and stairs; all exterior lighting fixtures and bulbs; and all sidewalks, driveways and front porches (except for the roof and decorative columns of a porch which are the Maintenance responsibility of the Association to the extent described in this Section). All portions of an Attached Townhome other than those which are Maintained by the Association as part of Exterior Maintenance shall be the Owner's responsibility except in the event of a loss or casualty for which the Association has the obligation to Restore the damaged portions of the Insured Attached Townhome Property.

- 1.31 "Fiscal Year" means the calendar year until such time as the Board, by appropriate resolution, establishes a different Fiscal Year for the Association.
- 1.32 "Future Development Property" means the real property more particularly described in Exhibit "H" attached hereto, as amended from time to time, which may be developed as Lots, Units or Common Areas; however, the boundaries, location, size, configuration, and uses of any such Lots, Units, and Common Areas have not been determined as of this Declaration. Declarant has no obligation to declare all or any portion of the Future Development Property to be Lots, Units or Common Areas.
- 1.33 "Governing Documents" means collectively the Declaration (including any Supplemental Declaration), Articles, Bylaws, Development Standards, architectural guidelines and the rules and regulations of the Association and all exhibits to any of the foregoing, all as they may be amended, restated or supplemented from time to time.
- 1.34 "Guest" means any Person who is physically present in or occupies a Unit on a permanent or temporary basis at the invitation of the Owner or Tenant without the payment of consideration. Any Person who is physically present in or occupies a Unit at the invitation of the Owner or Tenant for consideration shall be deemed a "Tenant."