

exterior of his or her residence, repair, replacement and care for roofs, gutters, downspouts, and other exterior building surfaces. The owner shall also maintain all enclosed portions of his or her lot including fences, trees, shrubs, flowers, grass and other improvements in the fenced, walled or enclosed portions. If in the opinion of the Directors of the Crescent Place Homeowners Association any owner fails to properly maintain his or her residence or enclosed yard in a proper manner, or any part thereof, the Association shall have a continuing easement and right to go on to the property and perform the maintenance that the Board deems necessary. The cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject. The Homeowners Association as a common expense shall maintain that part of every yard in this subdivision which is not enclosed. Said maintenance shall be a common expense and the Association shall have a continuing easement and right to go upon the property to perform the maintenance responsibilities.

(c) **Patio Easement.** The owner of Lot No. 2 may construct a patio or deck, as may be approved by the Architectural Committee, at the rear of his residence and said owner shall have an exclusive easement for said purpose over that part of Lot No. 1 that is located at the rear of the residence located on Lot No. 2. The owner of Lot No. 3 may construct a patio or deck, as may be approved by the Architectural Committee, at the rear of his residence which patio or deck may extend on part of Lot No. 2 near Garden Lot No. 1 and the owner of Lot No. 3 shall have an exclusive easement for said purpose. The owner of Lot No. 4 may construct a patio or deck at the rear of the residence on his lot which patio or deck may extend onto part of Lot No. 5 back to the brick wall