

years of the date of this instrument, provided that the ANNEXATION is in accordance with the GENERAL PLAN OF DEVELOPMENT heretofore approved by the Federal Housing Administration or the Veterans Administration. Such ANNEXATIONS, if they are made, will subject the annexed property to these Covenants and Restrictions.

ANNEXATIONS, if any, shall become effective upon the recording of an amendment to this Declaration in the Public Records of the County.

Section 2. ADDITIONS OR MODIFICATIONS. Such amendments to the DECLARATION, as contemplated by Section 1 of this Article VII, may contain such complementary additions and modifications of this DECLARATION as may be necessary to reflect the different character, if any, of that portion of the PROJECT or the UNDEVELOPED PARCEL which are the subject of such amendments to the DECLARATION as are not inconsistent with the scheme of this DECLARATION, as determined by the DEVELOPER. Further, such amendments to the DECLARATION may contain provisions relating to such portion of the PROJECT and/or such UNDEVELOPED PARCEL, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls and other provisions consistent with the nature of the development of such PROJECT and pertaining to all or part of such portion and/or such UNDEVELOPED PARCEL to the exclusion of other portions of the PROJECT.

The provisions of this Article VII, Section 2, cannot be amended without the written consent of the DEVELOPER, and any amendment of this Article VII, Section 2, without the written consent of the DEVELOPER shall be deemed null and void.

Section 3. OTHER ANNEXATION OF PROPERTY. Except as set forth in Section 1 above, residential property, common areas and recreational facilities may be annexed to the property with the consent of two-thirds (2/3) of each class of members of the ASSOCIATION. Such ANNEXATION shall become effective upon the recording of an amendment to this Declaration in the Public Records of the County.

ARTICLE VIII PLATTING AND SUBDIVISION RESTRICTIONS

As long as there is a Class "B" membership, Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the PROJECT, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portion(s) of the PROJECT without the consent or approval of LOT OWNERS.

ARTICLE IX ARCHITECTURAL CONTROL

Section 1. APPROVAL. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition or change or alteration therein, including a change of the building exterior paint color, be made within the individual's lot line or property line until the plan and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by the BOARD, or by an architectural control committee composed of three (3) or more representatives appointed by the BOARD ("Committee"). In the event said BOARD or its designated Committee fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the OWNER from the responsibility of obtaining proper governmental approvals and permits.

Section 2. NO LIABILITY. The ASSOCIATION or the designated Committee shall not be liable to any OWNER in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ASSOCIATION or its designated Committee shall not be deemed to be a determination that such plans or specifications or complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ASSOCIATION, or are in fact

architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ASSOCIATION or its designated Committee shall not be liable for any deficiency, or any injury resulting from and deficiency, in such plans and specifications.

Section 3. REMEDY FOR VIOLATIONS. In the event this Article IX is violated in that alteration, addition, improvement, or change is made without first obtaining the approval of the ASSOCIATION or its designated Committee, or is not made in strict conformance with any approval granted by the ASSOCIATION or its designated Committee, the ASSOCIATION or its designated Committee shall specifically have the right to injunctive relief to require the OWNER to stop, remove and/or alter any alteration, addition, improvement, or change in a manner which complies with the requirements of the ASSOCIATION or its designated Committee, or the ASSOCIATION or its designated Committee may pursue any other remedy available to it. In connection therewith, the ASSOCIATION or its designated Committee shall have the right to enter onto any LOT and make any inspection necessary to determine that the provisions of this paragraph have been complied with. Any action to enforce this Section must be commenced within one (1) year after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Notwithstanding anything contained within this DECLARATION to the contrary, the ASSOCIATION or its designated Committee shall have the exclusive authority to enforce the provisions of this paragraph.

Section 4. ARCHITECTURAL CONTROL VESTED IN DEVELOPER. Notwithstanding the foregoing, so long as DEVELOPER owns any LOT, UNIT, or any portion of the PROJECT, architectural control shall be vested in DEVELOPER and not the ASSOCIATION, and during such period all references contained in the subparagraph to the ASSOCIATION shall be deemed to refer to DEVELOPER provided, however, that at any time DEVELOPER may assign its right of architectural control to the ASSOCIATION by a written assignment.

ARTICLE X
USE RESTRICTIONS

Section 1. NO TRADE OR BUSINESS. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the PROJECT Or within any LOT or UNIT.

Section 2. LEASES. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BY-LAWS, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s).

Section 3. OUTSIDE STORAGE OF PERSONAL PROPERTY. The personal property of any resident of the PROJECT shall be kept inside the resident's UNIT or a fenced or a walled-in yard, except for tasteful patio furniture and other personal property commonly kept outside.

Section 4. PORTABLE AND TEMPORARY BUILDINGS. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, without the prior written consent of the ASSOCIATION.

Section 5. GARBAGE AND TRASH. Each OWNER shall regularly pick up all garbage, trash, refuse or rubbish on the OWNER's LOT. Garbage, trash, refuse or rubbish that is required to be placed at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a UNIT or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

Section 6. PARKING. No vehicle shall be parked on any part of any Lot except in the parking area designated by the Association. No truck, house or travel trailer, motor home, camper, boat, or boat trailer shall be parked in the Project. No trailers or commercial vehicles other than those present for business with a household may be parked in the Project, and those vehicles present for business shall not remain longer than during regular business hours.