

NI

THE SCOPE, DURATION OF COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES AND EASEMENTS

All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building equipment and maintenance of said property. Each grantee or purchaser under contract of sale or agreement of purchase accepts same subject to the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration and agrees to be bound by each such covenant, restriction, reservation, servitude and easement. Such covenants, restrictions, reservations, servitudes and easements shall run with the land and continue to be in full force and effect except as hereinafter provided, until the 8th day of June, 2004. Said covenants, restrictions, reservations, servitudes and easements as are in force on said date shall be continued automatically and without further notice from that time or a period of ten (10) years and thereafter for successive periods of ten (10) years each without limitation unless within six (6) months prior to the expiration of any successive period of ten years thereafter, a written agreement executed by the then record owners of lots in the property subject to this Declaration having an aggregate area equivalent to not less than 50% of the area of the total number of lots then subject to this Declaration shall be placed on record in the appropriate record book in which agreement any of the covenants, restrictions, reservations, servitudes and easements may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

2. In the event that any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten years each unless and until further changed, modified or extinguished in the manner herein provided.

3. Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes or easements of this

0499

4328 RV-2