

5.3 Assessments. Each Owner's share of the aforesaid expenses shall be a sum equal to the product of the amount of such total expenses multiplied by a fraction the numerator of which shall be the acreage of the Owner's Building Site, and the denominator of which shall be the total acreage of all Building Sites as shown on the site plan for the Property, as amended or modified from time to time. Each Owner will be assessed its respective share of the aforesaid expenses not more frequently than quarterly, and payment of such assessments shall be due within fifteen (15) days after receipt of a bill therefor at the Building Site. Assessments not timely paid shall constitute a lien against the Building Site to which the assessment pertains from and after the due date of such assessment, and may be collected by the Developer together with all costs of collection, including attorneys fees, from the nonpaying Owner by appropriate legal action. Such lien shall be at all times subordinate to a lien of any mortgagee or lender of any sums secured by properly recorded mortgage or deed to secure a debt, to the end and intent that the lien of any mortgagee, trustee, or lot holder shall be paramount to the lien for charges herein provided, and such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of mortgage or deed to secure and hold acquisition of the title by deed in lieu of foreclosure. Nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges or assessments accruing after sale under foreclosure of such mortgage or acquisition of title by deed in lieu of foreclosure.

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ARTICLE VI

Approval of Plans; Variances; Easements

6.1 Approval. No Improvement shall be erected, placed, replaced, altered, maintained or permitted to remain on any Building Site until plans and specifications showing a site plan, drainage plan, and all exterior elevations, with materials and colors therefor in structural design, signs, and landscaping plans, shall have been submitted to and approved in writing by the Developer. Such plans and specifications shall be submitted in writing over the signature of the Owner of the Building Site or his authorized agent.

6.2 Basis of Approval. Subject to provisions of paragraph 6.4 of this Article, approval shall be based on the adequacy of structural design; conformity and harmony of exterior design with neighboring structures; effect of location and use of improvements on adjacent Building Sites; relation of topography, grade and finished ground elevation of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets, and conformity of the plans and specifications to the purpose and general plan and intent of these Protective Covenants. The decision of the Developer as to such matters shall be conclusive and final. The Developer shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

6.3 Time for Approval. If the Developer fails to either approve or disapprove such plans and specifications within thirty (30) days after a complete package of the same has been properly submitted to the Developer, the Developer shall be conclusively presumed to have approved said plans and specifications; provided, however, that in all events such plans and specifications and the improvements in all events based thereon must comply in all other respects with the requirements set forth herein, unless specifically provided otherwise.

6.4 No Liability. Neither the Developer, nor its successors or assigns, shall be liable in damages or otherwise to anyone submitting plans to the Developer for approval, or to any Owner affected by this Declaration, for any cause arising out of or in connection with the approval or disapproval or failure to approve such plans. Every entity which submits plans to the Developer for approval agrees by submission of such plans, and every Owner of any Building Site agrees by acquiring title thereto or interest therein, that it will not bring any action or suit against the Developer to recover any such damages or any other relief based upon the aforesaid causes.

6.5 Variances. The Developer, and its successors and assigns, are hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration in order to overcome practical difficulties and unnecessary hardships in the application of the provisions contained herein; provided, however, that such variances shall be reasonably consistent with the purposes hereof and shall not materially adversely affect any existing improvements on the Property.

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