

right and power of alienating, conveying and releasing the easements reserved under the terms of this Paragraph. All such easements, including those designated on the Plat, shall remain private easements and the sole and exclusive property of the Developer, its successors and assigns, unless conveyed and/or alienated to third parties for the purpose of providing utility services. The side and rear lot line easements herein granted in the event any Numbered Lot shall be resubdivided or replatted, as above provided, shall thereafter apply only to a Numbered Lot as resubdivided or replatted instead of applying to the Numbered Lot as originally platted, except that no resubdivision or replatting shall affect specific easements shown on the recorded Plat.

2.27 Access. There shall be no access from any Numbered Lot as shown on the Plat on the perimeter of the property thereon shown, except to and from designated streets and roads located exclusively within the boundary or perimeter lines of the subdivision as shown on the Plat.

2.28 Rubbish Removal. The owner of each Numbered Lot, improved or unimproved, shall keep the same free of tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which Numbered Lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health and in a neat and attractive condition. In the event the owner of any Numbered Lot fails to comply with the terms of this Paragraph, the Developer shall have the right (but not the obligation) to go upon such Numbered Lot and to cut and remove tall grass, undergrowth, weeds, rubbish and any other unsightly or undesirable things and objects therefrom, and to do all other things and perform and furnish any labor necessary or desirable in its judgment to maintain the Numbered Lot in a neat and attractive condition, all at the expense of the owner of such Numbered Lot, which expense shall become payable by the owner to the Developer on demand, and if not paid on demand by such owner, the reasonable cost of such shall be levied against him. Neither the Developer nor any of its agents, employees or contractors shall be liable for any damages to any person which may result from the exercise of any of the rights conferred upon them as set forth in this Paragraph.

ARTICLE III

APPROVAL OF PLANS AND SPECIFICATIONS

3.1 The Developer shall have the sole right to approve all plans and specifications for any house to be erected on any Numbered Lot whether purchased by individual or builder.

ARTICLE IV

WAIVER OF SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS ON LOTS

The Developer is hereby authorized and fully empowered to waive compliance with, approve or ratify in the construction or alteration of any building or other structure upon the Real Property, or in the use, and failure to use, any of the Real Property the subject hereof, and any and all minor violations of any of the requirements set forth in these covenants, if, in the opinion of the Developer, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real Property involved and if in the opinion of the Developer, such violation or violations will cause no substantial injury to any other property owner. The waiver, approval or ratification by the Developer in accordance with terms of

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