

representative, fails to approve or disapprove such design and location, within thirty (30) days after said plans and specifications have been submitted to it or in any event, if no suit to enjoin the erection of such building, or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the Developer, nor its designated representative shall be entitled to any compensation for services performed, pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 2003. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said Developer. The Developer shall not be liable for any act or omission except wilful misconduct or gross and inexcusable neglect. Anything to the contrary notwithstanding, the Developer shall have sole discretion to waive any of these restrictions, or modify same, in the event that any of said restrictions would create an undue hardship and not substantially conflict with the intent of these restrictions.

ARTICLE VI
GENERAL PROVISIONS

Section 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded two (2) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

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