

Further, Declarant hereby covenants, represents, warrants and agrees that the residences constructed in Phase II shall be architecturally and otherwise compatible with the residences constructed in Phase I property.

Every purchaser of a residence shall purchase such residence and every mortgagee and lien holder thereof shall take title, or hold his interest with respect thereto, with notice of Declarant's plan of development as herein set forth, and, irrespective of the number of residences constructed or purchased at the time any purchaser, mortgagee or lien holder acquires title or interest in a residence, Declarant shall have and does hereby specifically reserve the right to construct thirty-six (36) residences on Phase I and fifty-six (56) residences on Phase II and, with respect to each such residence, convey to the purchaser thereof the title to said residence and its appurtenant percentage of undivided interest in the common areas and facilities in Phase I and the alternate percentage of undivided interest when Phase II is constructed.

Further, every purchaser, mortgagee of a residence, by his acceptance of a deed, mortgage or other conveyance therefor, and every lien holder who shall claim any interest therein hereby consents to Declarant's plan of development as herein set forth and each of them hereby covenants, represents, warrants and agrees for himself, his heirs, successors and assigns to execute and deliver to Declarant such documents, if any, as may be required in the opinion of Lawyers Title Insurance Corporation or other title insurance company to effect the construction of Phase II. In furtherance thereof, each residence owner, mortgagee and lienholder, for himself, his heirs, successors and assigns, hereby nominate, constitute and appoints Declarant as his attorney-in-fact for the limited purpose of executing and delivering any such documents, if for any reason such residence owner, mortgagee or lienholder shall fail or refuse to execute and deliver the same, with such power of attorney being coupled with an interest and being irrevocable.

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