

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 to the owner to the Developer and/or Homeowners Association on demand, and if not paid on demand by such owner, the reasonable cost of such shall be added to and become a part of the annual assessments hereinafter provided in Article VI to which such Numbered Lot is subject. Neither the Developer nor the Homeowners Association, as the case may be, 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.

2.36 All Plans and Specifications outlining the construction of each house must be approved by the "Developer" or its agent, UDS, INC. Such approval will be granted only in letter form and such letter must be received prior to commencement of any kind of construction.

ARTICLE IV

APPROVAL OF PLANS AND SPECIFICATIONS

4.1 Executive Committee. For the purposes of insuring the development of the Real Property as an area with an aesthetic appearance, and except as excluded in Paragraph 4.4, no building, structure, fence, wall, utility area, driveway, swimming pool or other structural improvement, regardless of size or purpose whether attached to or detached from a main residence, located in the Residential Area shall be commenced, placed, erected or allowed to remain on any Numbered Lot, not any additions to, or exterior changes in, nor alterations thereto shall be made unless building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Real Property together with such other information as shall be reasonably required by the Developer shall have been submitted to and approved in writing by the Developer. After the Developer has withdrawn, these powers shall vest in the Executive Committee hereinafter established. Additionally, the Executive Committee shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these covenants or the By-Laws of the Homeowners Association.

4.2 Committee Members. The Executive Committee shall be composed of two (2) members of the Homeowners Association, elected annually by the Homeowners Association. In the event of the failure or inability for any reason of a member to act, or any resignation from the Executive Committee, the vacancy created shall be filled by appointment by the remaining members of the Executive Committee. In the event that two (2) vacancies exist in the Executive Committee, the members of the Homeowners Association shall fill the vacancies by majority vote of the members of the Homeowners Association. For any matter to be disapproved, not less than three members of the Executive Committee shall join in voting to disapprove the same. In all other matters, except for the disapproval of matters, a simple majority of those voting shall govern.

4.3 Standards of Disapproval. After the Developer has withdrawn, the Executive Committee shall have the absolute and exclusive right to refuse to approve any building plan, specification, materials, design, lot grading or landscaping plan of any thing or structure which in the opinion of the Executive Committee are not suitable or desirable for any reason whatsoever, including purely aesthetic reasons and reasons connected with the future development plans of the Developer of contiguous land. In passing upon such matters, the Executive Committee may take into consideration the suitability of proposed materials, the quality or proposed workmanship, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and

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