

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 to 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 and subject hereof, 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 this Paragraph shall be binding upon all persons and the powers of waiver herein conferred upon the Developer shall be construed liberally so as to affect any matters or things included within the terms and conditions of these covenants.

### ARTICLE V

#### AMENDMENTS AND MODIFICATIONS TO COVENANTS

5.1 Reservation. The Developer reserves and shall have the right to amend these Declaration of Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between, the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standards of the covenants and restrictions herein contained.

5.2 Additional Covenants. No property owner, without the prior written approval of the Developer, may impose additional covenants; restrictions on any part of the Real Property shown on the Plat of

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