

The variance granted pursuant to the authority granted herein shall constitute a waiver of provisions of this Declaration by all Owners of Building Sites, and all Owners hereby irrevocably and unconditionally appoint the Developer, its successors and assigns, as their true and lawful attorney-in-fact for the limited purpose of consenting to the aforesaid variances.

ARTICLE VII

Enforcement

7.1 Responsibility of Owner. Each Owner shall be responsible for compliance with the terms, provisions and conditions of this instrument by its employees, agents, independent contractors, tenants, building occupants, customers and visitors.

7.2 Abatement and Suit. Violation or breach of any restriction herein contained shall give to the Developer and every Owner, subject to these Protective Covenants, the right to prosecute a proceeding at law or in equity against the Owner who has violated, is attempting to violate or is permitting the violation on its Building Site of any of these restrictions, including, without limitation, actions to enjoin or prevent such Owner from doing so, to cause said violation to be remedied, or to recover damages for said violation.

7.3 Deemed to Constitute a Nuisance. Any action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such action or omission and may be exercised by the Developer or by any Owner.

7.4 Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, the losing Owner shall pay the attorney's fees of the Developer and/or the prevailing Owner or Owners, in such amounts as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any other remedies.

7.5 Failure to Enforce Not a Waiver of Rights. The failure of the Developer or any other Owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so, nor of the right to enforce any other restriction. No suit shall lie against the Developer for any failure, refusal or omission to institute or join in any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.

ARTICLE VIII

Term, Termination, Modification and Assignment

8.1 Term. This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period commencing on the date hereof and expiring twenty (20) years from the date hereof.

8.2 Termination and Modification. This Declaration, or any provision hereof, or any covenant, condition, or restriction contained herein, may be terminated, extended, modified or amended as to the whole of the Property, with the written consent of the Owners of sixty-five (65%) percent of the total acreage of the Building Sites; provided, however, that so long as the Developer owns any of the Building Sites, no such termination, extension, modification or amendment shall be effective without the written approval of the Developer thereto, and further provided that, Developer may amend this Declaration or any provision hereof in order to subject other property to the provisions of this Declaration or any covenant, condition or restriction contained herein.

0430

4328 RV.2