

such time as a property regime of the owners shall be established. In such regime the maintenance of the common areas shall be borne by the owners on a prorata basis to be based upon percent acreage to total acreage. Provided, however, that the Owner of any Building Site shall maintain all landscaping between the property line of its Building Site and the curb of any street. At the sole discretion of the Developer, any and all roads may be dedicated to the appropriate governmental authority.

B. Basis of Approval. Approval shall be based on the adequacy of structural design; conformity and harmony of exterior design with neighboring structures; effect of location and use of Improvements on adjacent Building Sites; relation of topography, grade and finished ground elevation of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets, and conformity of the plans and specifications to the purpose and general plan and intent of these Protective Covenants. The decision of the Developer as to such matter shall be conclusive and final. The Developer shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

C. Time for Approval. If the Developer fails to either approve or disapprove such plans and specifications within thirty (30) days after a complete package of the same has been properly submitted to the Developer, the Developer shall be conclusively presumed to have approved said plans and specifications; provided, however, that in all events such plans and specifications and the Improvements in all events based thereon must comply in all other respects with the requirements set forth herein, unless specifically provided otherwise.

D. No Liability. Neither the Developer, nor its successors or assigns, shall be liable in damages or otherwise to anyone submitting plans to the Developer for approval, or to any Owner affected by this Declaration, for any cause arising out of or in connection with the approval or disapproval or failure to approve such plans. Every entity which submits plans to the Developer for approval agrees by submission of such plans, and every Owner of any Building Site agrees by acquiring title thereto or interest therein, that it will not bring any action or suit against the Developer to recover any

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