

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. These Restrictions may not be terminated so long as the property is zoned for industrial use. Further provided that these Restrictions may not be modified so as to change the buffer zone restriction as shown in Paragraph V.G nor can these restrictions be modified to change the general nature of the use or the general character of these restrictions.

C. Assignment of Funl's Rights and Duties. The rights, powers, privileges, obligations and duties hereby specifically granted to or imposed upon the Developer (as opposed to those rights, powers, privileges, obligations and duties hereby granted to or imposed upon Owners) shall be transferred to any successor or assign of the Developer which succeeds to the Developer's interest in the Property Used in Common. The Developer shall have the absolute right to make such a transfer, without any obligation to seek or obtain consent or approval of such a transfer from any Owner or Owners. Provided, however, that any such successor or assign of the Developer shall also either be an Owner of at least twenty (20%) percent of the acreage of all Building Sites or be an owners' association comprised of the Owners of Building Sites (which owners' association shall be organized and governed according to rules, regulations, by-laws and procedures established by a majority vote of Owners, with each Owner having votes in an amount equal to the Building Site acreage owned by such Owner.) Provided further, that any such successor or assign of the Developer shall, in a writing in recordable form expressly assume the obligations and duties of the Developer hereunder. From and after the date of such written assumption, the Developer shall be released and excused from further liability hereunder and from the exercise of all rights, powers, privileges, obligations and duties hereby granted to or imposed upon the Developer (as opposed to those rights, powers, privileges, obligations and duties granted to or imposed hereby upon the Developer as an Owner), and the successor or assign of the Developer shall possess and may exercise all rights, powers and privileges (and shall

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