ARTICLE X
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this declaration shall run with
and bind the land, and shall inure to the benefit of and be enforceable by the
declarant, the Association and the Owners, their respective legal representatives,
heirs, successors, and assigns, for a term of twenty-five (25) years from the date the
original declaration was recorded, after which time said covenants shall be
automatically extended for successive periods of ten (10) years each unless an
instrument signed by the then members having two-thirds of the votes has been
recorded, agreeing to change said covenants.

Section 2. Notice. Any notice required to be given any member or Owner under the
provisions of this declaration shall deemed to have been properly sent when
personally delivered or mailed, postpaid, to the last known address of the person who
appears as member or Owner on the records of the Association at the time of such
mailing.

Section 3. Enforcement. The declarant, the Association or any member may enforce
the provisions of this declaration by proceeding at law or in equity against any person
or persons violating or attempting to violate any provision hereof, either to restrain the
violation or to recover damages against the land to enforce any obligation created by
this declaration. A failure by the declarant, the Association, or any member to enforce
any provision contained herein shall in no event be deemed a waiver of the right to
proceed with such enforcement at any time thereafter. The declarant shall also have
the right to compel the Association to enforce the provisions of this declaration or
otherwise perform its obligations hereunder so long as the declarant is the owner of
any property that is affected by this declaration. Should the declarant or the
Association bring any action or suit, in law or equity or both, to enforce the provisions
of this declaration, they shall be entitled, in addition to all other relief offered by law, to
their reasonable attorney's fees and costs of bringing the action or suit, including any
appeals.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by
judgment or court order shall in no way affect any other provisions which shall remain
in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the
amendment of this declaration, the covenants, restrictions, easements, charges and
liens of this declaration may be amended, changed, added to, derogated, or deleted
at any time and from time to time upon the execution and recordation of any
instrument:

(1) by the declarant, for so long as it holds record title to ten (10%) percent or more of
the residential lots; or alternatively,
(2) by a two-thirds (2/3) vote of the members of the Association voting in person or by proxy at a special meeting called for that purpose, provided that so long as the declarant is the owner of any property affected by this declaration, the declarant’s consent to any amendment must be obtained in writing. Notice of a meeting called for the purpose of amendment as described herein shall be given as provided hereinabove, and the quorum for such a meeting shall be no less than thirty (30%) percent of all the votes of the membership of the Association.

The declarant shall not amend this declaration in such a way as to materially and adversely affect the then present members of the Association unless approved by a majority of such members voting at a special meeting duly called for this purpose.