

days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article VII will be deemed to have been fully complied with. This Section shall not apply to Developer.

ARTICLE VIII

General Provisions

Section 1. Duration. The covenants and restrictions reserved in this Deed shall run with and bind the land, and shall inure to the benefit of and be enforced by Association, the owner of any land subject to these covenants and restrictions, their respective legal representatives, heirs, successors, and assigns, for a term of 25 years from the date this Deed is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of these reserved covenants and restrictions shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Trustees. Any action to be taken by Association pursuant to these easements, covenants, restrictions, charges and liens shall, unless otherwise specified herein to the contrary, be taken by the Trustees of the Association.

Section 5. Right of Entry Upon Default. Developer reserves and is granted the right, and hereby grants to Association in case of any violation or breach of any of the restrictions, covenants and easements contained in this Deed, the right to enter the property upon or as to which such violation or breach exists, and to summarily abate and/or remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, as interpreted by Association, and Association or its agents shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure or delay to enforce any of the restrictions, covenants and easements contained in this deed, shall in no event be construed, taken or held to be a waiver thereof of acquiescence in or consent to any new, subsequent, further or succeeding breach or violation thereof.