

ARTICLE VIII

EASEMENT FOR ENCROACHMENTS

In the event that any dwelling or other improvement upon a Parcel, as originally constructed by Developer, shall encroach upon any other Parcel or Common Area, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

ARTICLE IX

RIGHTS OF DEVELOPER

Section 1. Sales Office. For so long as the Developer owns any property affected by this Declaration the Developer shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Developer, including but not limited to, the right to maintain model dwellings, have signs and flags on any portion of the Properties, employees in the offices, and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Developer.

Section 2. Developer Exempt. The Developer, Parcels owned by Developer and improvements made by Developer shall be exempt from the prohibition as to adding or altering the landscaping on any Parcels and from owing any assessments set forth in Article V as long as Developer owns one (1) or more Parcels in the Development.

Section 3. Common Areas. For so long as Developer owns any property affected by this Declaration the Developer shall have the right to create and transfer, out of properties as defined herein and as set forth on Exhibit A affixed hereto, any common areas which it deems in its discretion to be necessary, required or otherwise a benefit to the development as such and in furtherance of the purposes, restrictions and covenants of this Declaration.

Section 4. Access for Construction and Sales Purposes. The Developer shall have a right to access and easement on, over, under and through all of the property described herein, or later added or annexed hereto, for construction and sales purposes, for so long as Developer owns any property included within the property described herein, or later added or annexed.

Section 5. Right to Alter. Developer reserves the right to alter the boundaries of all Parcels so long as Developer owns the Parcels so altered. Said alteration may be accomplished by Developer as permitted by applicable governmental authorities.

Section 6. Indemnification. The Association covenants and agrees that it will indemnify, defend and hold harmless Developer, and any related partners, corporations, or other entities, parent corporations and their employees from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about Community property or other property serving the Association, or resulting from or arising out of the operation of the Association and improvements thereof and thereon, or resulting from or arising out of activities or operation of the Association, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The costs and expense of fulfilling this covenant of indemnification set forth in this paragraph shall be an Association Expense to the extent such matters are not covered by the Association's insurance. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

ARTICLE X

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Developer herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce