

ARTICLE XIV

ARCHITECTURAL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties nor shall any dwelling or other improvements on each Unit, as originally constructed and provided by Developer, be altered, changed, repaired or modified unless prior to the commencement of any work thereof, two complete sets for plans and specifications therefore including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Unit with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the Architectural Committee. The foregoing prior approval is intended to specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Unit.

Section 2. Membership to Committee. The Architectural Committee shall be appointed by the Developer. The Architectural Committee shall initially consist of three (3) members. These initial members shall be designated by the Developer. Until such time as Developer's Class B membership expires as provided in Article IV hereof, in the event of the resignation, failure, refusal or liability of any member of the Architectural Committee to act, Developer shall have the right to appoint a person to fill such vacancy, and in the event Developer fails to fill such vacancy within thirty (30) days of such occurrence, and upon the expiration of said Class B membership, the Board of Directors shall select and fill any such vacancy by appointment for a term as determined by the Board.

Section 3. Endorsement of Plans. Approval of plans, specifications and location of improvements by the Architectural Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the person submitting the same. The approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units.

Section 4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee.

Section 5. Deemed Approval. After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this Article XIV unless notice to the contrary shall have been recorded in the Public Records, or legal proceedings shall have been instituted to enforce such compliance.

Section 6. Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction Architectural Committee and any building or structure reasonably believed by such agent or member to be a violation of the covenants, restrictions, reservations, servitudes or easements of the Declaration.

Section 7. Waiver of Liability. Neither the Architectural Committee nor any member thereof, nor its duly authorized representative, shall be liable to the Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Architectural Committee duties hereunder. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the Association and the Properties. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The Architectural Committee and the Developer do not determine or assume any responsibility for the quality of construction or structural soundness of any improvements and no obligation or liability relating to construction of any improvements shall result from review or approval of any plans by the Architectural Committee and/or the Developer. Furthermore, the Architectural Committee and/or the Developer do not evaluate plans to determine whether the plans satisfy all applicable governmental requirements.

Section 8. Developer Exempt. The Developer, Units owned by Developer and improvements made by Developer shall be exempt from the application of this Article XIV and Developer therefore is not obligated to comply with the provisions hereof.