

Document No.

REVISED

**DECLARATION OF PROTECTIVE COVENANTS FOR
LOTS 1 THROUGH 96, TWIN OAKS SUBDIVISION**

Return to:

See Exhibit A
Parcel Number

THIS DECLARATION is made on _____, 2003, by HABITAT FOR HUMANITY OF DANE COUNTY ("Developer"). See Article VI for additional disclosures.

RECITALS

A. Developer now owns certain lands in the City of Madison, Dane County, Wisconsin that are legally described on Exhibit A attached hereto and made a part hereof (the "Development").

B. Developer desires to subject the Development to the conditions, restrictions, covenants and reservations set forth below, which shall encumber the

Development and each lot thereof (referred to individually as a "Lot" and collectively as the "Lots"), shall run with the land, and shall bind the Developer, the owners of each Lot or portion thereof or interest therein and each of the Developer's and such owners' respective successors and assigns.

DECLARATION

Developer declares that the Development and each Lot shall be used, held, sold and conveyed subject to the conditions, covenants, restrictions and reservations set forth below, which shall inure to the benefit of and encumber the Development and each Lot, shall run with the land, and shall bind the Developer, the owners of each Lot or portion thereof or interest therein and each of the Developer's and such owners' respective successors and assigns.

ARTICLE I
GENERAL

1.1 General Purpose. The general purpose of this Declaration is to help assure that the Development will become and remain an attractive community; to preserve and maintain the natural beauty of the Development; to ensure the most appropriate development and improvement of each Lot; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to ensure the best residential development of the Development; and to encourage and secure the construction of attractive residential structures in the Development.

1.2 Committee Approval Required. No building or other improvement shall be erected or placed on any Lot and no alteration shall be made to the exterior of any building or other improvement on any Lot until the construction plans and specifications for such building, improvement or alteration have been approved in writing by the Committee (as defined in Section 2.1).

1.3 Definitions of "Owner" and "Developer." The following capitalized terms shall have the following meanings:

(a) "Developer" shall mean the Developer (as defined on page 1 and further defined in Article VI) and its successors and assigns.

(b) "Owner" shall mean the person or persons, including any business organization, including any non-profit organization, having the power to convey the fee simple title to a given Lot. Notwithstanding the foregoing, in the case of a Lot subject to a land contract, the land contract vendee rather than the land contract vendor shall be deemed to be the Owner of the Lot.

(c) "Declaration" shall mean the covenants, restrictions and other provisions set forth in this document, as it may from time to time be amended.

(d) "Common Areas" shall mean Outlots 1, 6 and 10 which are to be maintained by the Homeowner's Association as defined in Article VII.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

2.1 Establishment of Committee. There shall be an Architectural Control Committee (the "Committee"), which shall have the rights and obligations

set forth in this Declaration for the Committee and any powers necessary to exercise those rights.

2.2 Composition of Committee. The Committee shall initially consist solely of Developer, so long as Developer owns any interest in any Lot. Developer may at any time, at its sole discretion, appoint two (2) members to serve as the Committee with the decisions rendered by the majority to be binding. Notwithstanding the foregoing provisions, at such time as Developer no longer owns any interest in any portion of the lands platted as Twin Oaks, the members of the Committee shall be selected by, and shall be subject to removal by, the written consent of the Owners of a majority of the Lots. Furthermore, Developer can at any time by a written recorded instrument assign or relinquish its right to appoint members of the Committee.

2.3 Procedure. An Owner desiring to construct a building or otherwise improve a Lot shall submit to the Committee, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements, including landscaping. The items submitted to the Committee shall include:

- (a) Construction details for all buildings, structures, fences, walls and other improvements;
- (b) Elevation drawings of any building;
- (c) Description of materials to be used in any building or improvement;
- (d) A detailed site plan showing the building footprint and driveway, the location of all structures with respect to topography and finish grade elevation, the top of the foundation structure in relation to the nearest street or curb elevation and the proposed water drainage patterns;
- (e) The color scheme of all improvements;
- (f) All exterior lighting; and
- (g) The location and composition of landscaping elements including, but not limited to, trees, shrubs, retaining walls, paths, decks and patios.
- (h) Such other materials as the Committee may deem necessary.

A submission will not be complete until all documents required pursuant to this Section 2.3 have been submitted. The Committee may approve, disapprove or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans with request changes addressed. The Committee's decision shall be in writing. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, the plans shall be deemed to have been rejected. If such plans are not rejected, then the Owner of the Lot shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans (including, without limitation, any changes to such plans that would lessen the quality or expense of the construction) must be resubmitted to, and approved by, the Committee.

2.4 Standards. The Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of the Committee:

- (a) are not in conformity with any of the restrictions set forth in this Declaration; or
- (b) are not desirable for aesthetic reasons; or
- (c) are not in harmony with buildings located on the surrounding Lots as depicted on Exhibit "A"; or
- (d) have exterior lighting, exterior signs, fencing, landscaping or similar exterior elements that are not desirable for aesthetic reasons; or
- (e) are not in conformity with the general purposes of this Declaration.

2.5 Occupancy. No residential dwelling ("Dwelling") or other building shall be occupied unless it has been approved by the Committee pursuant to Section 2.3 and constructed in accordance with the plans and specifications as approved by the Committee, and unless an occupancy permit has been issued therefor.

2.6 Liability of Committee. The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

(a) The approval or disapproval of any plans or specifications, whether or not defective or any delays, other than willful or malicious delays, in approval or disapproval;

(b) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or

(c) The development of any property within the Development.

2.7 Subsequent Changes Require Committee Approval. Once the Committee has approved of any plans, specifications, plot plans, landscaping plans or any other materials submitted to it for approval under this Declaration, no material changes to the same shall be allowed unless they are resubmitted to, and approved by, the Committee.

2.8 Variations. Variations will be considered for approval by the Committee and shall comply with applicable building codes and zoning ordinances.

ARTICLE III
ARCHITECTURAL RESTRICTIONS

3.1 Setbacks.

(a) In General. With the exception of buildings erected on Lots 70 and 88 (see Article VI), no building or any part thereof shall be located closer to the front, side and rear yard Lot lines than the following minimum number of feet:

Front Yard: 15 feet from street right-of-way
Rear Yard: 3 feet from rear lot line for accessory building
or detached garage
20 feet from rear lot line for principal residence
Side Yard: 6 feet for each side

All references in this Declaration to the "front yard Lot line" shall mean the Lot line facing the public street abutting the Lot, or in the case of a corner Lot, the Lot line facing the public street toward which the front face of any Dwelling on the Lot is oriented. All references to the "rear yard Lot line" shall mean the Lot line opposite the front yard Lot line, and all references to the "side yard Lot lines" shall mean the Lot lines connecting the front yard and rear yard Lot lines.

All setbacks for Lots 70 and 88 shall be determined by a proposed Planned Unit Development approval process.

3.2 Green Space; Lot Coverage. Each Lot shall contain at least the minimum amount of green space that is required under the applicable zoning and other ordinances, laws, codes and regulations.

3.3 Location on Lot. All buildings should be sited on the Lot to present their most desirable face to the front yard Lot line. Front entries of each Dwelling shall be oriented toward the front yard Lot line. As the buildings are moved closer to the front yard Lot line and each other, special attention should be paid to design details and landscaping to ensure that the front faces of the buildings are of proper pedestrian scale. Front porches shall be required unless acceptable alternative enhancement to pedestrian scale and appearance are provided for in plan.

As for building locations on Lots 27-31 and Lot 78, no permanent structure shall be constructed within the 30-foot wide sanitary sewer easements (Doc. No. 26488057); MMSD has the right to enter upon said easement for the purpose of operating, maintaining, inspecting, cleaning, televising, repairing, replacing or modifying the existing pipeline; no overburden shall be placed within the

casement nor shall any grade changes in excess of one foot be made in the easement area without prior written approval from MMSD.

3.4 Floor Area of Dwellings. Each Dwelling constructed on a Lot shall have at least the minimum amount of floor area that is required under the applicable zoning and other ordinances, laws, codes and regulations. Single-story dwellings shall have not less than a gross area of 850 square feet. Two-story dwellings shall have not less than a total of a gross area of 1,200 square feet. Raised ranch and bi-level dwellings shall have not less than a gross area of 1,200 square feet.

3.5 Building Height and Roof Pitch. No building shall be greater in height than 35 feet or such other maximum height as may be permitted by applicable zoning ordinances. The roof of all dwellings and any other buildings shall have a minimum pitch of no less than 6/12 roof pitch.

3.6 Parking and Garages. Each Dwelling shall have a minimum of two (2) off-street automobile parking stalls. Each Dwelling shall have not less than one (1) nor more than two (2) automobile parking stalls located within the garage. Garages may be attached to or detached from the Dwelling. All one (1) car garages shall be enlarged to approximately one and one-half (1 ½) stalls to allow for additional storage.

3.7 Other Buildings. No trailer, permanent tent, treehouse, shack, barn, gazebo or outbuilding, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction. Children's play structures shall be acceptable.

3.8 Fences and Similar Landscaping Elements. No fence, wall, hedgerow or other similar landscaping element shall be erected on any part of any Lot without the written approval of the Committee. Approval shall not be unreasonably withheld for fences surrounding swimming pools that are constructed consistent with the requirements of applicable building ordinances. All fences approved pursuant to this paragraph, including fences surrounding swimming pools, shall be constructed of materials other than chain link and shall, at the discretion of the Committee, be screened from view by landscaping. In no event shall any fence, wall, hedgerow or other landscaping element impede the vision triangle on a corner lot as established by the applicable laws, ordinances, codes and regulations.

3.9 Swimming Pools and Hot Tubs. No above-ground outdoor swimming pool shall be permitted on any Lot. Outdoor swimming pools that are situated entirely in-ground and outdoor hot tubs are permitted.

3.10 Utilities. All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.

3.11 Plantings on Easements. Only such planting shall be permitted within an easement of record which shall not damage or interfere with the installation and maintenance of utilities. "Diggers Hotline" shall be notified prior to such planting.

3.12 Construction Deadlines. Each structure erected shall have its entire external construction completed within twelve (12) months from the date of issuance of the building permit.

3.13 Driveway Completion Deadlines. All driveways from garages to the streets shall be paved with concrete (cement) or bituminous material within eight (8) months from date of issuance of the building permit.

3.14 Drainage and Drainage Swales. No Owner of any Lot shall grade or obstruct any stormwater drainage swale which is in existence at the time of original development or is so designated on the plat of the Development so as to impede the flow of stormwater from other lots across or through such swale or otherwise materially alter the elevation of a lot so as to adversely affect drainage of surrounding lots. Each dwelling shall be constructed with drain tile and sump pump.

3.15 Generators; Antennas. To the extent the following restriction is permitted by law, no wind-powered electric generators, exterior radio receiving or transmission antenna, and no satellite signal receiving dish with a diameter in excess of one (1) meter shall be placed or maintained upon any portion of a Lot without the written approval of the Committee which may, in its absolute discretion, require the same to be screened from view.

3.16 Street Trees. All street trees shall be installed by City and maintained by the Owners of the Lots on which they front.

3.17 Variances. With exception to design standards set forth in this document, the Committee is authorized to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration, will not result in a violation of applicable building codes and zoning ordinances and where strict application of the provision would result in a particular hardship to the person seeking the variance.

3.18 Inspections. The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, without

notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Committee.

3.19 Siding Materials. Aluminum, vinyl, stone, brick or cedar siding shall be permitted. Plywood material siding shall not be permitted on any building.

3.20 Basements. All dwellings shall be constructed with basements unless the existing water table on the lot makes a basement impracticable or because of handicap accessibility consideration. Lower level in bi-level home being used as living area or lower level garages for condominium dwellings shall satisfy this provision.

3.21 Alterations. No alterations to the exterior appearance of buildings, including but not limited to, exterior remodeling and the construction of patios, decks and in ground swimming pools shall be made without the approval of the Committee. Exempt from this approval are interior improvements to create handicap accessibility.

ARTICLE IV USE RESTRICTIONS

4.1 Use. With the exception of Lots 70 and 88, each Lot shall have no more than one Dwelling per Lot, which Dwelling shall be used for single-family residential purposes. A Dwelling shall be deemed to be used for "single-family residential purposes." Occupancy shall be consistent with the "family" definition of Chapter 28, Zoning Code, City of Madison General Ordinances as it relates to the R-1 Single Family Residence District. Except as otherwise expressly provided in Article III or this Article IV, no buildings or structures shall be erected, altered, placed or permitted to remain on any Lot or part thereof other than one detached building containing 2 or fewer above-ground stories and a private garage attached to or detached from the building. Any business, whether or not for profit shall be consistent with the "Home Occupation" definition of Chapter 28, Zoning Code, Madison General Ordinances as it relates to the R-1 Single-Family Residence District.

Lots 70 and 88 shall have a combined maximum of 49 condominium dwelling units.

4.2 Signs. No sign of any kind shall be displayed to the public view on any Lot except political signs of not more than six square feet and one professional sign of not more than six square feet advertising the Lot for sale or the resale of the home and Lot. Developer reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Development and to erect appropriate signage for the sales of Lots. House numbers are not prohibited by this provision.

Declarant/Developer of Lots 70 and 88 may erect project signs as allowed by City of Madison.

4.3 Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks, earth, leaves, rubbish, trash, garbage and waste must be neatly kept and suitably screened from view from the street. No rubbish, trash, garbage or waste shall be placed outside for pickup more than 24 hours in advance.

4.4 Parking. Parking shall be prohibited on all portions of each Lot except the paved driveway or garage. No service vehicles (including, but not limited to, trucks, semi-trailers, trailers, buses, boats, travel trailers, mobile homes, campers and other recreational vehicles), non-operational vehicles or vehicles that are not licensed shall be parked on any Lot except within a garage. This provision shall not prohibit the temporary parking of said vehicles for the purpose of loading and unloading or performing construction work.

4.5 Nuisance. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood.

4.6 Wood Piles and Compost Heaps. No wood piles or compost heaps shall be kept outside a structure unless they are neatly stacked, placed away from the home in the rear yard only, and screened from view by plantings or a fence approved by the Committee.

4.7 No Weeds. All areas of the Lot not used as building sites or lawns shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all such gardens and orchards shall be located in the rear yard.

4.8 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or allowed to annoy neighbors. Pit bulls are prohibited. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee.

4.9 Maintenance of Sidewalks and Public Rights-of-Way. Each Owner shall be responsible for removing snow and ice from the sidewalks adjoining such Owner's Lot and for mowing the grass and removing leaves located within any public right-of-way adjacent to such Owner's Lot, whether or not the Lot has direct vehicular access to the right-of-way.

ARTICLE V
DIVISION OF LOTS BY OWNERS

No Lot shall be further divided or reduced in size without the prior written approval of the Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations regulating the subdivision of lands. No Lot shall be subdivided. This provision shall not be construed to prevent the use of one Lot and part of another adjacent Lot as one building site for construction on the site provided prior written approval of the Committee is obtained.

ARTICLE VI DISCLOSURES

Each Owner, by acceptance of a deed to a Lot, acknowledges that at present, Lots 70 & 88 of Twin Oaks Plat will be developed for use as residential condominiums.

Lots 70 and 88 are proposed to be developed with owner-occupied condominium units. The condominium documents shall provide for the following in order to ensure consistency with applicable provisions of the Zoning, and provide assurances of owner-occupancy and limitations on rental and lease terms.

(a) The Declarant/Developer will commence marketing the units immediately upon City approval of the conditional use permit or Planned Unit Development. In connection with the marketing, the Developer will list the units with the Multiple Listing Service and maintain such listing until initial sale of all units.

(b) The condominium declaration shall provide that no condominium unit may be leased by the unit owner (other than the condominium declarant) for a period of more than one year in any three year period and only for reasons of illness, sabbatical, temporary job relocation, transfer sale of the unit or such other extenuating circumstances as the Condominium Association may permit with the further provision that the Condominium Association may grant up to an additional one year period within the three year period for exceptional circumstances that would constitute a hardship.

(c) Until the condominium unit is sold, the condominium declarant may lease the condominium unit for a period of up to one year but there shall be no further renewals or extensions of said one-year lease by the condominium declarant.

(d) The occupancy of any leased condominium unit shall be consistent with the family definition in the R1 Residential District.

(e) All units shall initially be marketed and sold by the declarant as “owner-occupied” condominiums. It is not the intent of the declarant to develop the condominiums as rental property. If for any reasons it becomes necessary for the declarant to rent any of the units, the declarant shall, nonetheless, continue to list the rented units for sale until they are sold to owners intending to owner-occupy those units.

Any development of Lots 70 and 88 shall be under the scrutiny of the City of Madison approval process, including the Planning Commission and Urban

Design Commission. Also, as it relates to the development of these two parcels, other criteria to be considered:

1. Each building shall be constructed with drain tile and sump pump.
2. Owners of occupied units constructed shall become part of Twin Oaks Owner's Association, Inc.
3. The architectural design and plans are to be approved by Developer and City of Madison (through its land use approval process) prior to construction commencing. All buildings on the lots shall be designed in such a manner to complement the architectural design and character of surrounding single-family homes, as well as provide adequate landscape screening from surrounding single-family properties and adjoining streets, if applicable.
4. No building shall exceed 35 feet in height.
5. Access to Lot 70 is to be from Treichel Street and to Lot 88 is to be from Freese Lane.
6. All garages are to be attached to residential structures, and adequate surface parking will be required. Parking surfaces shall be designed and configured in such a manner, i.e. through layout, screening and buffering, to not negatively affect adjacent single family homes.
7. All development must acknowledge the existence of adjacent wetlands and required 75 foot setbacks. No improvement or paving shall take place in the wetland or the wetland buffer. Further, storm water must be accounted for so that there is no direct flow into adjacent wetlands.

The Developer is a non-profit organization engaged in the construction and resale of residences to low-income individuals. The Developer consists of volunteers and no person has made any personal guarantees as may relate to the development of Twin Oaks. The Developer intends to use some, but not all, of the single-family residential lots as part of its low-income housing program and may sell some lots to other non-profit housing organizations, as well as for-profit entities.

ARTICLE VII
HOME OWNERS ASSOCIATION

7.1 Membership. Prior to the conveyance of any Lots, Developer shall incorporate the Twin Oaks Owners Association, Inc., a non-profit, non-stock corporation organized under the laws of the State of Wisconsin (the "Association"). The owner of the Lot shall be a member of the Association. By acceptance of the deed or other instrument of conveyances, the Owner(s) of each Lot consents to such Owner's membership in the Association. Membership Association is appurtenant to each Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such membership in the Association. Membership in the Association shall be limited to the fee simple Owners of the Lots, except that in case of a land contract, the vendee, and not the vendor, shall be a member. The Association shall have authority to manage the Common Areas. The Association shall provide for the care, operation, management, maintenance and repair of the Common Areas in accordance with the provisions of this Declaration.

7.2 Voting of Owners. Subject to the terms, conditions and limitations contained in the Articles of Incorporation and Bylaws of the Association, the Owner(s) of each Lot shall be entitled to one (1) vote as members of the Association for each such lot owned. Where more than one (1) person is an Owner of one (1) lot, all such persons shall be members of the Association, but they shall be cumulatively entitled to only one (1) vote per such lot and they may cast their total one (1) vote in proportion to their ownership interest in such lot.

7.3 Articles of Incorporation and Bylaws. The purposes and powers of the Association and the rights and obligations with respect to the members thereof shall be governed by the Articles of Incorporation and Bylaws of the Association; provided, however, that such Articles of Incorporation and Bylaws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Declaration.

7.4 First Year's Operating Expenses. Developer shall pay to the Association an amount equal to the estimated operating expenses of the Association for a period of one (1) year.

ARTICLE VIII
MAINTENANCE OF COMMON AREAS

8.1 Maintenance.

(a) The Association shall provide for the care, operation, management, maintenance and repair of the Common Areas. The Association shall maintain the Common Areas in a good and safe condition, including, without limitation, performing lawn care and snow removal, and assess the cost of maintenance of the Common Areas as provided herein.

(b) Any and all expenses incurred by the Association, in connection with the management and maintenance of the Common Areas and administration of the Association shall be deemed to be common expenses (“Common Expenses”), including, without limitation, expenses incurred, as they may apply, for : landscaping and lawn care; snow shoveling and plowing; improvements to the Common Area; common grounds security lighting; municipal utility services; and enforcement of this Declaration (including attorney’s fees).

(c) Each Owner shall reimburse the Association for the cost of repair or replacement of any portion of the Common Areas or improvements thereon damaged through the fault or negligence of such Owner or such Owner’s family, guests, invitee or tenants.

8.2 Assessments.

(a) The Association shall levy annual general assessments (“General Assessments”) against each Lot for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Lot shall be assessed according to each Lot’s Percentage Interest in the Common Areas. General Assessments shall be due January 15th in advance each year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest at a rate of ten percent (10%) until paid and, together with interest, collection costs and reasonable attorney’s fees, shall constitute a lien on the Lot on which it is assessed.

(b) The Association, may, whenever necessary or appropriate, levy special assessments (“Special Assessments”) against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Areas or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Plat. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest at a rate of ten percent (10%) until paid and, together with the interest, collection costs and reasonable attorney’s fees shall constitute a lien on the Lot on which it is assessed.

(c) The Association shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on such Lot. The owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the Lot owned during the period of Ownership. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought at the Associations election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Any lien in favor of the Association securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

(d) DECLARANT, THE ASSOCIATION AND ALL OWNERS OF ANY LOTS HEREBY WAIVE NOTICE AND PROTEST OF ANY TAX OR ASSESSMENTS LEVIED AGAINST SUCH LOTS PURSUANT TO THIS SECTION 4.10.

ARTICLE IX
MISCELLANEOUS

9.1 Term and Amendment. Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot for a period of twenty-five (25) years from the date this Declaration is initially recorded. Until all of the Lots subject to this Declaration have been sold by Developer, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (a) Developer and (b) Owners of at least 51% of the Lots. Thereafter until the termination of this Declaration, this Declaration may be amended by the recording of an instrument executed by the Owners of at least 51% of the Lots. All amendments shall be consistent with the general plan of development embodied in this Declaration. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of at least 51% of the Lots has been recorded to terminate or amend the same in whole or in part.

9.2 Enforcement. Any Owner shall have all rights and remedies to enforce the provisions of this Declaration by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration. Nothing herein shall be deemed to limit the rights of any governmental authority having jurisdiction to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.

9.3 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity, illegality or unenforceability of all or any portion of any provision shall not affect the validity, legality or enforceability of the remaining portion of said provision or of any other provision of this Declaration, which portion and other provisions shall remain in full force and effect.

9.4 No Forfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot in the Development.

9.5 Attorneys' Fees. If any suit or action is brought to enforce the provisions of this Declaration, the party who prevails in such action or suit shall be entitled to recover its court costs and attorneys' fees from the other party.

[Execution page follows]

EXHIBIT "A"

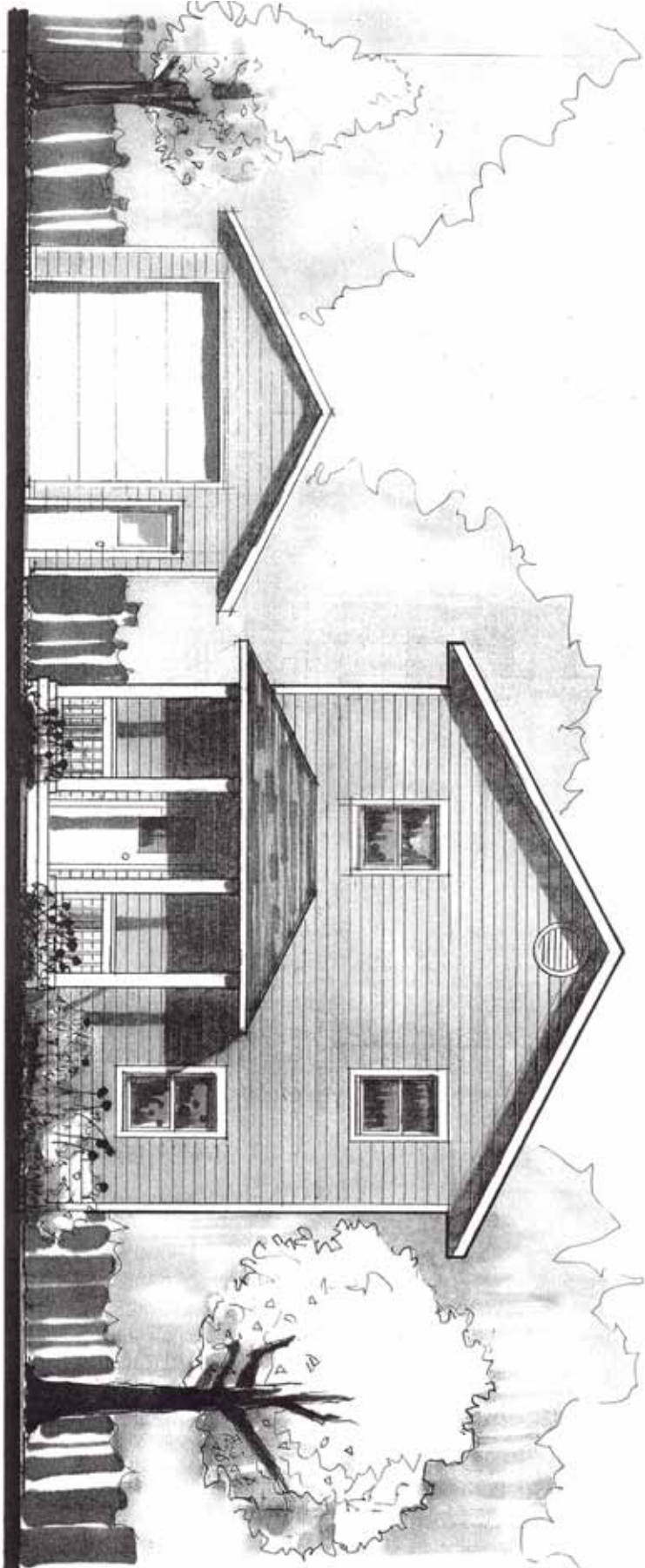


EXHIBIT "A"

