

ARTICLE I  
DEFINITIONS

Section 1.7 “Design Review Committee” shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

ARTICLE V  
DESIGN REVIEW

Section 5.1 Approval of Plans and Specifications: No Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the Plans and Specifications therefor shall have been submitted to and approved by the Design Review Committee in accordance herewith.

Section 5.2 Membership: The Design Review Committee shall consist of three (3), but not more than five (5) voting members (“Voting Members”). The Design Review Committee shall cause to be created a Charter for the Design Review Committee that outlines the Committee’s purpose and objectives.

Section 5.3 Term: Each member of the Design Review Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided in such Design Review Committee Charter .

Section 5.4 Appointment: The Board shall have the right to appoint and remove all members of the Design Review Committee at any time for any reason, and may remove an Advisory Member at any time for any reasonable reason.

Section 5.5 Design Guidelines: The Design Review Committee may draft Design Guidelines to be approved by a majority of the Board of Directors, and shall supply said Design Guidelines to each Owner. Should such guidelines be adopted, all Improvements shall be constructed in accordance with the Design Guidelines, and the Design Review Committee shall have the authority to disapprove any proposed Improvements based on the restrictions set forth

in the Design Guidelines or this Declaration. The Design Guidelines may be amended from time to time as deemed necessary by the Design Review Committee and the Board. Any decision of the Design Review Committee pursuant to this Section shall be final and binding so long as it is made in good faith. In the event of a conflict between the Design Guidelines and this Declaration (or any Supplemental Declaration) this Declaration shall control.

Section 5.6    Review of Proposed Construction: Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Design Review Committee is required, it shall consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Design Review Committee, and construction thereof may not commence unless and until the Design Review Committee has approved such Plans and Specifications in writing. If the Design Review Committee fails to indicate its approval within thirty (30) days after receipt of plans, it will be deemed that the plans are approved by the Design Review Committee. The Design Review Committee may postpone review of the Plans and Specifications until such time as the Design Review Committee has received all information requested. The Design Review Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Design Review Committee. The Design Review Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

Section 5.7    Variances: The Design Review Committee may grant variances from compliance with restrictive covenants contained in this Declaration, any Supplemental Declaration, or the Design Guidelines which relate to the erection, construction, placement, modification, removal, or maintenance of an Improvement upon a Lot when, in the opinion of

the Design Review Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument in recordable form and must be signed by at least two (2) of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof. Notwithstanding the foregoing, such variances shall not vary any governmental ordinance unless a variance or special exception has been first granted by the appropriate governmental agency.

Section 5.8    No Waiver of Future Approvals: The approval or consent of the Design Review Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Design Review Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

Section 5.9    Compensation: No member of the Design Review Committee shall receive compensation for acting as such.