

## ARTICLE VI

### ARCHITECTURAL CONTROL

Section 1. Organization. Power of Appointment and Removal of Members. At a time designated by Declarant, Declarant may cause an Architectural Committee to be organized as follows:

(a) Committee Composition. The Architectural Committee shall consist of three (3) regular members and two (2) of the three (3) members must be an Owner. None of such members shall be required to be an architect or to meet any other particular qualification for membership. A member need not be, but may be, a member of the Board or an Officer of the Association. Declarant shall be a fourth member of the Architectural Committee with full power so long as Declarant owns a Lot in the subdivision, or until Declarant elects to resign.

(b) Terms of Office. The initial members of the Architectural Committee shall be appointed by the Board of the Association, each to serve a three (3) year term. Thereafter the terms of each Architectural Committee member appointed shall be for a period of three (3) years and, thereafter, until the appointment of his successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired maybe reappointed.

(c) Appointment and Removal. The right to appoint and remove all regular members of the Architectural Committee at any time, shall be and is hereby vested solely in the Board.

(d) Resignations. Any regular member of the Architectural Committee may at any time resign from the Committee by giving written notice thereof to Declarant or to the Board, whichever then has the right to appoint Committee members.

(e) Vacancies. Vacancies on the Architectural

Docket 550 Page 475

Committee, however caused shall be filled by the Board. A vacancy or vacancies on the Architectural Committee shall be deemed to exist in case of the death, resignation or removal of any regular or alternate member.

Section 2. Duties. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Committee Rules to perform other duties delegated to it by the Board, and to carry Out all other duties imposed upon it by the Properties Restrictions.

Section 3. Meetings and Compensation. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. Subject to the provisions of Paragraph b of Section 1 above, the vote or written consent of any two (2) regular members, at a meeting or otherwise, shall constitute the act of the Commit tee unless the unanimous decision of the Committee is required by any other provision of the Properties Restrictions. The Committee shall keep and maintain a written record of all action taken by it at such meetings or other wise. Members of the Architectural Committee shall receive from the Association such compensation for services rendered as may be fixed by the Board; provided, however, that no Board member who is also a member of the Architectural Committee shall participate in determining such compensation. All regular or alternate Committee members shall also be entitled to reimbursement from the Association for all reasonable expenses incurred by them in the performance of any Architectural Committee functions.

Section 4. Architectural Committee Rules. The Architectural Committee may from time to time and in its sole and absolute discretion, adopt, amend, and repeal, by unanimous vote or written consent, rules and regulation, to be known as "Architectural Committee Rules." Said Rules shall interpret and implement the Properties Restrictions by setting forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Properties.

Section 5. Waiver. The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under the Properties Restrictions shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing specification or matter subsequently submitted for approval.

Section 6. Liability. Neither the Architectural Committee nor any member thereof shall be liable to the Association, an Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the

approval or disapproval of any plans, drawings, or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within the Properties, or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of any of the foregoing provisions of this Section, the Architectural Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Committee.

Section 7. Time for Approval. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.