

ARTICLE III
ARCHITECTURAL COMMITTEE

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Section 1. There is hereby created an Architectural Committee (hereinafter called the "Committee") which shall be composed of three (3) representatives appointed by Developer, or its successor. At such time as developer or its Successor shall cease to own one or more Lots in Phase IX Section II-A, the Committee shall be composed of three (3) representatives elected by vote of not less than sixty (60%) Percent of the then record owners.

In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the remaining member(s) of the Committee.

A majority of members shall constitute a quorum and a majority vote shall be required for the transaction of any business of the Committee.

Section 2. No improvements or buildings shall be erected, placed or altered on any Lot or Lots until and unless the building plans, specifications and plot or plan showing the proposed type of construction, exterior design and location of such residence have been approved in writing as to conformity and harmony of external design and consistence with the plans of existing residences or other buildings and as to the location of the structure with respect to topography and finished ground elevation, by the Committee.

Section 3. In order to prevent duplication of buildings or improvements to be constructed in this section or any adjacent section, the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major features so similar to an existing building or improvement as to be construed as a practical duplication thereof in the discretion of the Committee.

Section 4. In the event said Committee fails to approve or disapprove such designs and plans within thirty (30) days after said plans have been submitted to it, or in any event, if no suit to enjoin the erection or alteration of such building or improvement had been commenced before such erection or alteration is substantially completed, such prior approval will not be required and this covenant will be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any lot owner or other person. The term "building or improvement" shall be deemed to include the erection, placement, or alteration of any out building, wall or fence to be made on any lot.

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