

ling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses or play houses shall be erected on any Lot unless previously approved in writing by the Committee.

ARTICLE XV.

POWERS OF THE DEVELOPER

Section 1. The Developer reserves the right to make such changes in the boundaries of Lots as it deems advisable, provided that any such changes shall not adversely affect the boundaries or the beneficial use and enjoyment of any Lot then owned by persons other than Developer. Developer further reserves the right to relocate easements as necessary to accommodate such changes in boundaries or replatting of Lots to the end that all easements shall, insofar as possible, be located upon or immediately adjacent to a Front Lot Line, Side Lot Line or Rear Lot Line rather than bisecting any Lot or Lots resulting from such changes in boundaries or replatting; provided, however, that any such relocation of easements shall not adversely affect the beneficial use and enjoyment of any Lot then owned by persons other than Developer. The Developer shall also have the right to amend or correct the plat, to correct survey or other errors, if any, contained therein.

Section 2.

A. The Developer reserves the right to cause an eleemosynary corporation to be organized, to be known as "Pebblecreek Phase IX, Section II A Homeowners Association, Inc." (hereinafter called the Association). The membership of the Association will consist of each Owner. There shall be one (1) vote for each Lot whether owned by one or more persons or entities, individually, jointly or as tenants in common.

B. All Lots shall be subject to an annual maintenance charge or assessment to defray the costs of the Association in carrying out its purposes; provided, however, that all Lots owned by the Developer shall be exempt from such maintenance charge or assessment so long as such Lots continue to be owned by the Developer. The assessment against each Lot shall become due and payable on the January 1st next

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