

5.2 Expenses of Property Used in Common. Each Owner of a Building Site shall defray the total expenses of the Developer for the operation, maintenance (including landscaping maintenance except as otherwise provided herein) repairs, replacements and services for the Property Used in Common and all Improvements thereon, including but not limited to, lighting, road resurfacing, trash removal, cleaning, insurance premiums, expenses of attendance, if any, and real property taxes.

5.3 Assessments. Each Owner's share of the aforesaid expenses shall be a sum equal to the product of the amount of such total expenses multiplied by a fraction the numerator of which shall be the acreage of the Owner's Building Site, and the denominator of which shall be the total acreage of all Building Sites as shown on the site plan for the Property, as amended or modified from time to time. Each Owner will be assessed its respective share of the aforesaid expenses not more frequently than quarterly, and payment of such assessments shall be due within fifteen (15) days after receipt of a bill therefor at the Building Site. Assessments not timely paid shall constitute a lien against the Building Site to which the assessment pertains from and after the due date of such assessment, and may be collected by the Developer together with all costs of collection, from the nonpaying Owner by appropriate legal action.

ARTICLE VI

Approval of Plans; Variances; Easements

6.1 Approval. No Improvement shall be erected, placed, replaced, altered, maintained or permitted to remain on any Building Site until plans and specifications showing a site plan, drainage plan, and all exterior elevations, with materials and colors therefor in structural design, signs, and landscaping plans, shall have been submitted to and approved in writing by the Developer. Such plans and specifications shall be submitted in writing over the signature of the Owner of the Building Site or his authorized agent.

6.2 Basis of Approval. Approval shall be based on the adequacy of structural design; conformity and harmony of exterior design with neighboring structures; effect of location and use of Improvements on adjacent Building Sites; relation of topography, grade and finished ground elevation of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets, and conformity of the plans and specifications to the purpose and general plan and intent of these Protective Covenants. The decision of the Developer as to such matters shall be conclusive and final.

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