

There shall be an ARCHITECTURAL COMMITTEE, organized as follows:

A. COMMITTEE COMPOSITION. The ARCHITECTURAL COMMITTEE shall consist of three persons. At least one shall be an architect who shall be designated the architect member. No other COMMITTEE member shall be required to meet any qualifications for membership. However, of the regular and alternate members not more than two shall at the same time be members of the BOARD.

B. ALTERNATE MEMBERS. There shall also be one alternate architect member and one alternate general member who may be designated by the COMMITTEE to act as substitutes for their counterparts in the event of absence or disability.

C. MEMBERS DESIGNATED. The following persons are hereby designated as the initial members of the ARCHITECTURAL COMMITTEE:

1. WILLIAM L. RUDOLPH, Architect Member
2. STUART KLINE, General Member
3. GAIL FRAMPTON, General Member
4. WILLIAM BRAY, Alternate architect member
5. GEORGE McLEAN, Alternate general member.

D. TERMS OF OFFICE. Unless the members have resigned or been removed, their terms of office shall be as follows:

1. The term of member #1 shall expire December 31, 1969;
2. The term of member #2 shall expire December 31, 1970;
3. The term of member #3 shall expire December 31, 1971;

4. The term of the alternate members shall expire December 31, 1970.

Thereafter the terms of all ARCHITECTURAL COMMITTEE members appointed shall be three years. 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 may be reappointed; however, no person shall serve as a member of the ARCHITECTURAL COMMITTEE, either regular or alternate, for a period in excess of six years in any ten year period.

E. APPOINTMENT AND REMOVAL. Until such time as GRANTOR owns less than 10% of the property within SOUTHSORE HILLS, the right to appoint and remove all members and alternate members of the ARCHITECTURAL COMMITTEE shall be and is hereby vested solely in GRANTOR unless prior to said time GRANTOR records a declaration waiving its rights hereunder. When GRANTOR waives or no longer has the right to appoint and remove the members of the COMMITTEE, said right shall be vested solely in the BOARD acting on behalf of the ASSOCIATION; provided, however, that no member or alternate member may be removed from the ARCHITECTURAL COMMITTEE except by the vote or written consent of four-fifths of all of the members of the BOARD. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the recording of a declaration identifying each new COMMITTEE member or alternate member appointed and each member or alternate member replaced or removed from the ARCHITECTURAL COMMITTEE.

F. RESIGNATIONS. Any member or architect member of the ARCHITECTURAL COMMITTEE may at any time resign from the COMMITTEE upon written notice delivered to GRANTOR or to the BOARD, whichever then has the power to appoint members.

G. VACANCIES. Vacancies on the ARCHITECTURAL COMMITTEE, however caused, shall be filled by GRANTOR or the BOARD, whichever then has the power to appoint members.

SECTION 4.02 DUTIES

It shall be the duty of the ARCHITECTURAL COMMITTEE to consider and act upon such 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 ASSOCIATION, and to carry out all other duties imposed upon it by the SOUTHSORE HILLS RESTRICTIONS.

SECTION 4.03 MEETINGS AND COMPENSATION

The ARCHITECTURAL COMMITTEE shall meet from time to time as necessary properly to perform its duties hereunder. The vote or written consent of any two members shall constitute an act by the COMMITTEE unless the unanimous decision of its members is otherwise required by the SOUTHSORE HILLS RESTRICTIONS. The COMMITTEE shall receive 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 members shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of any ARCHITECTURAL COMMITTEE function.

SECTION 4.04 ARCHITECTURAL COMMITTEE RULES

The ARCHITECTURAL COMMITTEE may, from time to time and in its sole discretion, adopt, amend and repeal, by unanimous vote, rules and regulations, to be known as "ARCHITECTURAL COMMITTEE RULES". Said RULES shall interpret

and implement the provisions hereof 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 SOUTHSORE HILLS.

SECTION 4.05 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 SOUTHSORE HILLS 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 4.06 ESTOPPEL CERTIFICATE

Within thirty days after written demand is delivered to the ARCHITECTURAL COMMITTEE by any OWNER, and upon payment to the ASSOCIATION of a reasonable fee (as fixed from time to time by the ASSOCIATION), the ARCHITECTURAL COMMITTEE shall record an estoppel certificate, executed by any two of its members, certifying (with respect to any lot of said OWNER) that as of the date thereof either (a) all improvements made and other work done upon or within said lot comply with the SOUTHSORE HILLS RESTRICTIONS, or (b) such improvements or work do not so comply in which event the certificate shall also identify the noncomplying improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser from the OWNER, or from anyone deriving any interest in said lot through him, shall be entitled to rely on said

certificate with respect to the matters therein set forth, such matters being conclusive as between the ASSOCIATION, GRANTOR and all OWNERS and such persons deriving any interest through them.

SECTION 4.07 LIABILITY

Neither the ARCHITECTURAL COMMITTEE nor any member thereof shall be liable to the ASSOCIATION or to any OWNER for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and 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 SOUTHSHORE HILLS or (d) the execution and filing of an estoppel certificate pursuant to Section 4.06, whether or not the facts therein are correct; provided, however, that 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 the foregoing, the ARCHITECTURAL COMMITTEE, or any member thereof, may, but it 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.

ARTICLE V

SOUTHSHORE HILLS

PROPERTY OWNERS' ASSOCIATION

SECTION 5.01 ORGANIZATION AND MEMBERSHIP

A. THE ASSOCIATION. The ASSOCIATION is a nonprofit membership corporation charged with the duties and invested