

ARTICLE
7
APPLICATION OF DECLARATION TO DECLARANT AND BUILDERS

Section 7.01. **Development of the Community.** Declarant is developing the Community as a Master Planned Community with areas containing single family houses, multifamily residential projects, commercial and office improvements designed to serve the needs of the Community and Industrial and Commercial Areas as well as schools and other services to serve the Community and adjacent areas. THE USES AND THE LOCATION OF THE AREAS DESIGNED FOR THESE USES MAY CHANGE FROM TIME TO TIME BASED ON DECISIONS OF THE GOVERNMENTAL AGENCIES HAVING CONTROL OVER THE PLANNING FOR THE COMMUNITY AND BASED ON CHANGES IN THE DEMAND FOR HOUSING AND COMMERCIAL AND INDUSTRIAL PROPERTY. ALL PURCHASERS AND OWNERS WITHIN THE COMMUNITY ARE HEREBY PUT ON NOTICE OF THE PLANS FOR THE COMMUNITY AND THAT THESE PLANS CAN CHANGE FROM TIME TO TIME.

Section 7.02. **Limited Application; Application to Builders.** Declarant may undertake the work of constructing Improvements in the Community. The completion of that work is essential for development of the Community. Accordingly, Declarant, acting through its agents, employees, and contractors shall have the rights and privileges established by this Section. A Builder shall have such rights and privileges of Declarant under this Section 7.02 as are granted to such Builder under a Development Declaration.

A. **Necessary Work.** Declarant may do within the Community, or on any Lot, whatever is reasonably necessary or advisable in connection with the completion of the work, including construction, land preparation and leveling and the installation of public and private Improvements.

B. **Structures.** Declarant may erect and maintain, on any part or parts of the Community, such structures as may be reasonably necessary for the completion of the work, and establishment and disposal of the Community in parcels by sale, lease, or otherwise, including, but not limited to: sales offices and model units, general business offices for its staff, employees, and contractors; and storage and parking facilities for materials and equipment. The use of single family houses for such purposes is expressly permitted by this Subsection.

C. **Completing Work.** Declarant may conduct within the Community its business of completing the work, and establishing and disposing of the Community. For this purpose, Declarant is granted easements for access by Declarant, contractors, subcontractors, laborers, suppliers, and materialmen for the purpose of completing construction or sales.

D. **Signs.** Declarant may maintain such signs on the Community as may be necessary or convenient for the sale, lease, or disposition of the Community.

E. **Rental Facilities.** If parts of the Community are held by the Declarant for lease or rental, Declarant may maintain on the Community rental offices, service facilities, model units, offices, and parking for its staff and necessary and convenient signs.

Section 7.03. **Use of Community Name.** Declarant may use the name of the Community in connection with other developments, whether adjacent to the Community or not, provided such names have a distinctive number or other designation so that they are not identical with the name of the Community. No other person without the written consent of Declarant has the right to use the name of the Community either alone or in conjunction with others as the name of any building, apartment, business, or offices. Declarant may modify or supersede the provisions of this Section 7.03 in a Development Declaration expressly superseding or modifying this section.

Section 7.04. **No Amendment or Repeal.** The provisions of this Article may not be amended or repealed without the consent of Declarant.

Section 7.05. **No Design Review Committee Approval.** Improvements by Declarant do not need Design Review Committee or MHCSD approval pursuant to this Declaration but improvements by Builders or other persons require DRC approval.

Section 7.06. **Duration of Article.** This Article shall be effective only until the later of five (5) years following the last annexation of a Subsequent Phase by Declarant and upon the sale of the last Lot within the final Phase of the Community.

Section 7.07. **Assignment of Rights.** Declarant may assign the use of all or some of its rights under this Article on a non-exclusive basis by a Supplemental Declaration or Recorded assignment to a Builder as provided by Section 9.12.