

Article X Additional Rights Reserved to Declarant.

10.1 Withdrawal of Property.

So long as it has a right to annex additional property pursuant to Section 9.1, Declarant reserves the right to amend this Declaration to remove any unimproved portion of the Ranch, provided such withdrawal does not reduce the total number of Units then subject to this Declaration by more than ten percent. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not Declarant. If the property is Common Area, the Association shall consent to such withdrawal.

10.2 Marketing and Sales Activities.

Declarant and Builders authorized by Declarant may construct and maintain upon portions of the Common Area such facilities and activities as, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and authorized Builders shall have a license for access to and use of such facilities.

10.3 Right To Develop.

Declarant and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

Every Person that acquires any interest in the Ranch acknowledges that the Ranch is a master planned community, the development of which is likely to extend over many years, and agrees not to use Association funds to protest, challenge, or otherwise object to (a) changes in uses or density of property outside the Neighborhood in which such Person holds an interest or (b) changes in the Master Plan as it relates to property outside the Neighborhood in which such Person holds an interest.

10.4 Right To Approve Changes in Ranch Standards.

No amendment to or modification of any Use Restrictions and Rules shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1.

10.5 Right To Transfer or Assign Declarant Rights.

Any or all of Declarant's special rights and obligations set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a Recorded instrument signed by Declarant. Declarant may allow other Persons to exercise, on a one time or limited basis, any Declarant right without transferring the entire right. In such case, a Recorded instrument is not required.

10.6 Exclusive Rights To Use Name of Development.

No Person shall use the name "the Ranch" or any derivative of such name in any printed or promotional material without Declarant's prior written consent. However, Owners may use the name "the Ranch" in printed or promotional matter where such term is used solely to specify that particular property is located at the Ranch.

10.7 Termination of Rights.

The rights contained in this Article shall not terminate until the earlier of (a) 40 years from the date this Declaration is Recorded or (b) Recording by Declarant of a written statement that all sales activity has ceased.