

ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER, ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

21.18 Additional Covenants. The Developer or an Owner of a Parcel within the CONCORD STATION may record additional covenants, conditions, restrictions, and easements applicable to portions of the CONCORD STATION, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the CONCORD STATION without Developer's prior review and prior written consent. Evidence of Developer's prior written consent shall be obtained in the form of a joinder executed by the Developer. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Developer and recorded in the Official Records.

21.19 Right to Approve Sales Materials. All sales, promotional, and advertising materials, and all forms for deeds, contracts for sale and other closing documents for any subdivision and sale of property in CONCORD STATION by any Builder may be subject to the prior approval of Developer. Developer shall deliver notice to any Builder of Developer's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Developer fails to do so within such thirty (30) day period, Developer shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

21.20 Use Name of "CONCORD STATION". No person or entity shall use the name "CONCORD STATION," its logo, or any derivative of such name or logo in any printed or promotional material without the Developer's or Association's prior written consent. Until the Turnover Date, the Developer shall have the sole right to approve the use of the CONCORD STATION name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "CONCORD STATION" in printed or promotional matter where such term is used solely to specify that particular property is located within CONCORD STATION.

21.21 Density Transfers. If an Owner of a Parcel of property shall develop such property so that the number of Lots contained therein is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by the Owner (with respect to that Parcel) shall inure to the benefit of Developer.

22. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

23. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer or Club Owner, as the case may be, herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and, at Developer's option, recorded in the Public Records.

24. General Provisions.

24.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board.