

Section 6. Additions to Properties. The Company shall have the right to develop additional lands as set forth in Section 2 of ARTICLE II and may develop or permit to be developed Public and Commercial Units as described in Subsections 1(g) and 1(h)(1) on such lands. In the event such lands other than Currently Covenanted Property are developed and brought within this Declaration, the Association shall not be required to accept conveyances of any property other than as provided in Section 1 of ARTICLE VII of this Declaration. Any Public and Commercial Units constructed on such lands shall not be subject to Association assessments nor shall the owners or guests of such Public and Commercial Units be or have the rights of Members of the Association. In the event paved roads in such additional properties are conveyed to the Association, the public shall have free and unimpeded access over said roadways to whatever Public and Commercial Units may be built on said lands, subject to the reasonable and non-discriminatory traffic rules and regulations of the Association. These rights of the public for ingress and egress shall remain so long as there are any such Public and Commercial Units and shall not be subject to withdrawal or modification by amendment to this Declaration. Notwithstanding the foregoing, if such additional lands are brought within this Declaration and any inns or restaurants are developed thereon, it or they shall be considered as an inn or restaurant and shall be subject to the same rights, privileges and restrictions applicable to inns and restaurants as contained in Section 5 of ARTICLE IV hereof.

Section 7. Development of Big Canoe. The Association and the Owners recognize that the continued development of Big Canoe and the continued operation of the Common Properties in a first class manner are in the best interests of all Owners, both present and future. Accordingly, the Association shall maintain, manage and operate all of the Common Properties in a manner comparable to the maintenance, management and operation of common properties and amenities located at other mixed-use developments of a size, character and quality similar to Big Canoe. Further, the Association shall maintain, manage and operate all of the Common Properties in such a manner as not unreasonably to interfere with the rights of the Company, its successors and assigns, to own, use, operate, develop, construct, maintain, market and sell properties at Big Canoe, or the rights of any Owner, including the Company, to use any of the Common Properties from time to time subject to general playing rules such as the minimum/maximum number of players at one time, the use of golf carts, etc., and the requirement to pay reasonable user fees.

ARTICLE V

CONSTRUCTION OF NEIGHBORHOOD FACILITIES:

Section 1. Application by Owners. Upon written request of eighty percent (80%) of the Owners of property within a Neighborhood Area (or to an organization formed to receive fee