

ARTICLE VIII
MANAGEMENT

Section 1. Management Agent The Board of Directors shall be required to employ for the Association, Wilmoth Construction, Inc., or its assigns as management agent or manager (the “Management Agent”) at a rate of compensation established by the Management Agent to perform such duties and services as the Board of Directors shall from time to time authorize in writing.

Section 2 Duration of Management Agreement The management agreement entered into by the Association shall provide inter alia that such agreement may be terminated for cause by the Management Agent or thirty (30) days written notice thereof to the Board of Directors and without cause on ninety (90) days written notice to the Board of Directors. The term of any such management agreement may be renewable for successive one (1) year periods.

Section 3. Limitation of Liability The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas or community facilities, or from any wire, pipe, drain, conduit, or the like. The Association shall not be liable to any member of loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or community facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.