

for any act or omission except willful misconduct or gross and inexcusable neglect. Anything to the contrary notwithstanding, the architectural committee shall have sole discretion to waive any of these restrictions, or modify same, in the event that any of said restrictions would create undue hardship and not substantially conflict with the intent of these restrictions.

3. All numbered lots in the tract shall be known and designated as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage, domestic employee's quarters and guest house. No other out-buildings of any type shall be erected or altered without the prior written approval of the architectural committee.

4. No single story dwelling shall be permitted on any lot unless the heated floor space, exclusive of open porches or garages, has a minimum area of 2250 square feet. No dwelling exceeding one story in height shall be permitted on any lot unless the first floor has a minimum heated area of 1400 square feet, minimum total square footage of 2250.

5. No trailer, basement, tent, shack, garage, barn or other out-building erected on the tract shall at any time be used as a residence temporarily or permanently. Nor shall any structure or a temporary character be used as a residence.

6. No numbered lots in this subdivision shall be recut so as to face any direction other than as shown on the recorded plat hereinabove referred to, nor shall any of said lots be resubdivided so as to recreate an additional building lot.

7. No tank for the storage of fuel above the surface of the ground shall be erected upon any lot, unless under the provisions of Covenant No. 2 hereof the written approval of the architectural committee shall be first obtained.

8. No animals shall be kept, maintained or quartered on any lot except that cats, dogs, and caged birds may be kept in reasonable numbers as household pets for the pleasure of the lot owners. There is further excluded hereunder the maintenance, control, or quartering of horses, which may be permitted only upon terms and conditions as may be specifically granted in writing by the architectural committee.

9. The rights hereby reserved unto the architectural committee shall apply with equal force and effect to its successors and assigns. If the architectural committee should for any reason, be dissolved or otherwise cease to function, without having designated any successor or assign, the consents hereinabove required shall be deemed sufficiently obtained from a two third's majority of the owners of all lots within the subdivision.

10. No obnoxious or offensive trade or activity shall be carried on upon any of the property nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 25th, day of April, 1970.

IN THE PRESENCE OF:

Real Investments, A Partnership

David H. Walker
L. Joyce Childers

Alvin L. Spent, Partner