

under Section III, "Setbacks, Location and Size, Improvements, and Lots", if in the opinion of the Committee the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded plat, and if in the opinion of the Committee such violation will cause no substantial injury to any other lot owner. In no event may the Committee approve or ratify a violation of the front setback line of more than six (6) feet or of the main building side line restriction of more than four (4) feet or of the restrictions as to building size imposed by Section III hereof by more than fifty (50) square feet. The approval of ratification by the Committee in accordance with this paragraph shall be binding on all persons.

V.

## ADDITIONAL PHASES

5.1 The undersigned owner/developer intends to subdivide and develop additional phases of Devenger Pointe Subdivision. All additional phases shall be contiguous to the property herein described or to other phases of Devenger Pointe Subdivision. Additional phases shall be made subject to restrictive covenants similar to those contained herein. However, Developer reserves the right to vary some covenants such as minimum floor space requirements and size of lots, as market conditions and experience may dictate.

VI.

## MISCELLANEOUS

6.1 No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.

6.2. Nothing herein contained shall be construed to prevent Devenger Point Company, its successors and assigns, as Developer, from maintaining temporary offices or a temporary storage building or storage area on any lot while the subdivision is in the process of being developed.

6.3 In the event construction of any dwelling is commenced on any lot in this subdivision and work is abandoned for a period of thirty (30) days or longer, without just cause shown, or should any dwelling remain unfinished for a period of nine (9) months from the date construction began, without just cause shown, then and in either event the Architectural Committee shall have (1) the authority to complete structure at the expense