

During the time of development and building on specific lots the builders will be relieved from the above requirement. This is intended to apply to lots that may have been purchased with no plans for building upon in the near future. These are lots that may be in holding for personal gain or to be built upon at some future date. The Developer shall have the right (but not the obligation) to go upon such Numbered Lot or Lots and to cut and remove tall grass, undergrowth, weeds, rubbish and any other unsightly or undesirable things and objects therefrom, and to do all necessary in its judgment to maintain same in a neat and attractive condition, all at the expense of the owner of such Lot or Lots.

27. Severability - Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

28. If any of these covenants shall be found to be contrary to the recommendations or policies of the Federal Housing Administration, the Veterans Administration or any other recognized institution, agency, public or private, granting or insuring loans, and shall render any lot in said subdivision unacceptable for any such loan, the Developer shall have the authority to alter, amend or annul any such covenants as may be necessary to make any of the Real Property herein acceptable, and eligible for such loans.

29. No concrete blocks shall be used in the construction of any building or structure on any Numbered lot which may be visible from the exterior after grading has been completed, unless the design thereof has been approved by A & R Associates, Inc.

SECTION II

COMMON AREA, MAINTENANCE CHARGES

1. The Common Area shall mean all real property (most especially the lake and surrounding areas) owned by a eleemosynary corporation entitled CAR Helen Memorial Assn., Inc. for the common use and enjoyment of the owners.

0576

4328 RV-2