recorded in said RMC Office in Plat Book 4-N at Page 74.

The above mentioned restrictions which are imposed and adopted as the Restrictions and Protective Covenants applicable to the above mentioned Lots 1 through 35 inclusively are hereby amended, as to Lots 1 through 35 of Section IV of Knoll-wood Heights, as follows:

Lots 1 through 35, inclusively, Section No. IV, Knoll-wood heights, shall not be subject to Paragraph 3 or Paragraph 4 of said Protective Covenants, but shall be subject to the following:

- "No dwelling shall be erected on any lot with the ground floor area of the main structure, exclusive of porches, carports, breezeways, garages, and unfinished basements, of less than 1,800 square feet for a one story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.
- 2. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the Subdivision, and as to location of the building with respect to topography and finished ground elevation by a Committee composed of Wilkins Norwood, William M. Edwards, Jr., and John C. Kulze, Jr., or by a Representative designated by a majority of the members of said Committee. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a Representative with like authority. In the event said Committee, or its designated Representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such Committee, nor its designated Representative will be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such Committee, and of its designated Representative, shall cease on and after January 1, 1995. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereof, a written instrument shall be executed by the then record owners of a majority of the lots in this Subdivision, and duly recorded, appointing a Representative or Representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

IN WITNESS WHEREOF, Mildred S. Aul and Richard Aul

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