

writing as to conformity and harmony or external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by an architectural committee composed of William G. Redmond, Thomas M. Patrick, Jr., Thomas B. Huguenin, or by a representative designated by said committee.

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 building, or the making of such alterations have 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 a designated representative shall be entitled to any compensation for service performed, pursuant to this covenant. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design, and location, or to designate a representative who will have like authority, to the dead or resigned member of said committee.

The original committee designated above shall serve until the annual meeting of the Saddle Horse Farms Property Owners Association in the next calendar year following the year when the sale of more than ninety (90%) percent of the numbered lots restricted herein has occurred. At that time a new architectural committee of three members shall commence to serve. The new committee shall be elected by majority vote of the members of the Saddle Horse Farm Property Owners Association present and voting at its annual meeting. The terms of the new committee members shall be as determined by the Association. The original committee shall continue to serve until the new committee is elected by the Property Owners Association.

No member of this architectural committee shall be liable 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 an undue hardship and not substantially conflict with the intent of these restrictions.

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.

6.) Utility Service Easement and Drainage Easements. In addition to drainage easements shown on the recorded plat, a five foot easement is reserved along all lot lines for drainage and utility installation and maintenance; provided that when more than one lot shall be used as a site for only one residence, the aforesaid five foot easement shall apply only with respect to the exterior lines of such consolidated lot.

7.) Mail Boxes. All residences shall have a standard letter size metal mail box, as approved by the Postmaster General, which is to be erected by the owner on a one and one-half inch galvanized iron pipe at the height required by the Post Office Department. All boxes and posts will be painted black and shall be kept in a good state of repair at all times.