

exclusively residential) and comprising a portion of that original tract of some 718.57 acres of land as shown on plat entitled "Whippoorwill Country Club..." prepared by Enwright Associates, January 21, 1969, recorded in said RMC Office in Plat Book TTT, at Page 69.

4. Said building restrictions and protective covenants to be imposed upon said properties as above set forth, are as follows:

- a) That only members of the Whippoorwill Country Club shall be eligible to purchase lots in said development and no lots shall be available to the public at large, each purchaser being responsible for his pro rata share of the continuing cost of maintenance and operation of the golf course.
- b) All lots in said tract, except as are otherwise designated on the individual or group subdivision plats as business property, or otherwise, shall be used for residential purposes exclusively.
- c) No building or fence shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures or proposed structures in said subdivision, and as to location of any building or fence with respect to topography and finished ground elevation, by a Building Committee composed of Charles Fayssoux, E. M. Ostendorff and Robert McDougal, 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 of Whippoorwill Development Company, Inc. shall have full authority to approve or disapprove such 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 thirty (30) days after such 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 has been commenced prior the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. Neither the members of said Building Committee, nor its designated representative, or representatives, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee, and of its designated representatives, shall cease on and after January 1, 1982. Thereafter the approval described in this covenant shall not be required unless, prior to said time a written instrument shall be executed and duly recorded by the then record owners of a majority of the lots of this subdivision, appointing a representative or representatives to act in the place and stead of said Committee, said appointees to exercise and to have the same powers previously exercised by the original Committee.