

or by a representative designated by said committee. In the event of death or resignation of any member of said committee, the remaining member 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 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 its designated representative shall 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 July 30, 1993. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing of a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee. 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.

3. All numbered lots in the tract shall be known and designated as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage, domestic employee's quarters and guest house. No other out-buildings of any type shall be erected or altered without the prior written approval of the architectural committee.

4. No dwelling shall be permitted on any lot at a cost of less than \$45,000.00 based upon cost levels prevailing on the date these covenants are recorded (any adjustments to such costs based on changes in cost level are to be determined by the architectural committee and its determination shall be binding on all concerned) it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated hereon for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 3,000 square feet for a one story dwelling, nor less than 2,500 square feet for a dwelling, of more than one story with a total square footage requirement of 3,500 square feet for all dwellings of more than one story.

5. No trailer, basement, tent, shack, garage, barn or other out-building erected on the tract shall at any time be used as a residence temporarily or permanently. Nor shall any structure of a temporary character be used as a residence.