

The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 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 \$50,000.00 based upon cost levels prevailing on the date these covenants are recorded, 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 2,800 square feet for a one story dwelling, nor less than 2,200 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.

6. 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.

7. 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.

8. No numbered lots in this subdivision shall be recut so as to fact any direction other than as shown on the recorded plat hereinafter referred to, nor shall any of said lots be resubdivided so as to recreate an additional building lot. This provision is not intended to prevent cutting off a small portion or portions of any lot for the purpose of conveying the same to an adjoining lot owner. Where a residence has been erected on a tract consisting of two or more lots, none of said lots shall be thereafter sold separately if such sale would result in a violation of the provisions of covenant No. 1 hereof.