

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 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 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 dwelling not to exceed two and one-half stories in height, a private garage, domestic employee's quarters and guest house. No other out-building of any type shall be erected or altered without the prior written approval of the architectural committee.

4. The following floor space requirements shall apply to the residences in this subdivision. In calculating the minimum floor space there shall be included the heated area of the residence. Porches, garages and breezeways shall be excluded from the calculation.