

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

The building restrictions or protective covenants are as follows:

1) This property shall be used only for residential purposes for apartments or condominiums, with the exception that recreational facilities may be erected on any of said property, provided, however, that nothing herein shall be construed to prevent the owners or Franklin Enterprises, Inc., or their successors, heirs, or assigns, from maintaining temporary offices and storage on any lots, while the subdivision is being developed.

2) No building shall be erected, placed or altered on any building plot in this subdivision, until the building plans, specifications and plot plan showing the location of such building, shall have been approved in writing as to conformity and harmony of external design and materials with existing structures in the subdivision, and as to location of the building, with respect to topography and finished ground elevation by a committee composed of Donald E. Franklin and Susan R. Franklin, or by a representative designated by said committee. In the event of the 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 in thirty days (30) after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such buildings or the making of such alterations has 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 their designated representative, will