

10. All driveways in the lots shall be paved with either asphalt or concrete paving.

11. The construction of any residence or structure once commenced must be fully completed within one year thereon unless rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. Any building or structure not so completed or upon which construction has ceased for a period of ninety consecutive days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one year, are hereby declared nuisances which may be removed by the Homeowners Association at the expense of the owner thereof, which expense shall be payable by such owner to the Homeowners Association on demand.

12. No window air conditioning unit shall be installed.

13. No living tree having a diameter greater than ten inches four feet from ground level may be cut on any land without first obtaining the written consent of the Architectural Committee, except such trees as shall be growing within twenty feet of the radius of any building located on the Real Property.

14. No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.

15. In the event any landowner recuts his property for sale to other individuals, in no event will the lot sold contain an area less than 1½ acres.

16. The lot owners herein will form an association for the purpose of electing a representative who will cause to be maintained all common areas of this subdivision, which will include but not be limited to a private road upon which each lot faces and which is owned in fee simple by all other lotowners and any lights or other appurtenances thereto.

The initial representative of the homeowners will be William R. Fairbanks who will determine a monthly maintenance fee and assess each homeowner with that fee. This fee may be adjusted at any time by a majority of the homeowners at a meeting called by the representative of the homeowners for that purpose. A new representative will be elected at an annual meeting of the homeowners to be called for that purpose with ten days notice being given to each homeowner.

In the event any homeowner fails or refuses to pay the assessed amount, said amount shall become a lien on the land of the homeowner which lien may be foreclosed just as if it were a mortgage upon a vote to do so by a majority of the homeowners at a meeting called by the representative of the homeowners giving ten days notice of said meeting for that purpose.