

applicant a written permit. No construction or alteration shall be carried on until and unless such permit is obtained.

7. The Committee is authorize by majority vote of its members to approve, waive or ratify any minor violations of any of the requirements set forth in these Restrictive Covenants, if in the opinion of the Committee the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded Plat, and if in the opinion of the Committee such violation will cause no substantial injury to any other lot owner. The approval of ratification by the Committee in accordance with this paragraph shall be binding on all persons.

VI.

MAINTENANCE CHARGES

1. All the Numbered Lots on the recorded Plat shall be subject to an annual maintenance charge or assessment at the rate not to exceed Two Hundred and No/100ths (\$200.00) Dollars per year. The first assessment of \$200.00 shall be due and payable on the January 1st next following the date a deed is delivered to a Purchaser of a lot in the subdivision from Asheton, a General Partnership, and thereafter shall be due and payable in advance on each and every succeeding January 1st.

This assessment shall not apply to any lot so long as it is wholly or partially owned by Asheton, a General Partnership. As to lots within the category of this paragraph, the first assessment shall be due on the January 1st next following the delivery of a deed to a Purchaser.

The assessment of \$200.00 herein provided shall remain effective for a period of one year after the date these Covenants are executed. Thereafter, the assessment shall remain the same until it is increased, decreased or discontinued, as from time to time may be determined by Asheton Homeowners Association, Inc.

2. All sums payable as set forth above shall be payable to the Developer until a Homeowners Association is formally organized upon which all sums shall be payable to the Asheton