

1. No Division. Said Lots shall not be re-divided into a Lot or Lots smaller than originally exhibited in the above-described Certified Survey Maps.

2. Land Use and Building Type. Said Lots shall only be used for single-family residential purposes, not for commercial or agricultural purposes. No buildings shall be erected upon any said Lot except one dwelling and two accessory buildings. Any such buildings shall have earth-tone siding and roofing and a roof pitch of 5/12 or 6/12 or a roof pitch as permitted by "Architectural Control". The exterior construction of any such building shall be completed within twelve months of the commencement of excavation for said building. No trailer homes, prefabricated homes, stables, farm animals or unlicensed or vacant vehicles shall be allowed on said Lots. Any Pick-up truck, topper and recreational vehicle on any said Lot shall be kept out-of-sight. No firearm shall be discharged on any said Lot.

3. Size of Structures. Except as otherwise permitted by "Architectural Control" whose permission may be unreasonably granted or withheld, buildings constructed on any Lot shall comply in square foot area as follows: (a) The footprint of a dwelling shall not be less than 1200 square feet; and (b) the footprint of an accessory building shall not be greater than one-half (1/2) of the square footage of the dwelling on the same Lot.

4. Architectural Control. A majority of the Lot owners and the Declarants, (until the Declarants no longer own any portion of the subject property), may waive or modify the above-mentioned size, use and building type restrictions.

5. Validity of Restrictions. If a judgment or court order invalidates any of these restrictions, the other restrictions shall remain in full force and effect.

Parcel Identification No. 05-040-2-35-10-33-4-3-0010

6. Term and Enforceability. These restrictive covenants shall run with the land and shall be binding upon all present and future owners of any of the subject Lots, and their heirs and assigns, and any conveyance of any said Lot shall be considered to have been made subject to such covenants. A violation of any such covenant shall be conclusively presumed and considered detrimental to all other persons owning any said Lot, and any owner thereof may resort to a court for proper relief including but not limited to injunctions and restraining orders. In the event of violation of any said covenant there shall be no forfeiture or reverter of title. All of the restrictive covenants set forth herein shall be binding upon all present and future owners of any said Lots, and their heirs and assigns, for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change said covenants in whole or in part.