

it is hereby covenanted and agreed that Subsection 6 of Section II, and Subsection I of Section III are hereby amended and/or revised to read as follows:

II/ Setbacks, location and Size of Improvements and Lots

6. Nothing herein contained shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential building site, provided said site is not in violation of the restrictions as to lot width and provided said site faces as required by these restrictions and the recorded Plat.

III/ Approval of Plans Changes

1. The architectural committee shall be composed of three members with the initial members being Romayne A. Barnes, August J. Schwiers, Jr. and William B. Price. Each member shall be appointed for a period of two years from date but may be successively reappointed. In the event of the failure or inability of any member to act, the vacancy created shall be filled temporarily or permanently as necessary by the remaining members of the committee or by the developer his heirs and assigns in the event the remaining members do not appoint a successor within two weeks after the failure or inability of a committee member to act. In any event such successive appointment shall be within the categories of the original members so that there shall always be on the committee a member of the Schwiers family, a land planner or a realtor and a lawyer.

Any two members shall constitute a quorum for the transaction of any business before the committee; provided, however, that for any plans to be disapproved not less than two members shall join in voting to disapprove such plans. In all other matters except those mentioned in the last paragraph of this section a simple majority of those voting shall govern.

IN WITNESS WHEREOF, the said Owner, A. J. Schwiers, his grantees, Edward H. Hembree, Romayne A. Barnes and Frank Halter, and the sole remaining member of the Architectural Committee, A. J. Schwiers, Jr., have hereunto