

assurance to lot purchasers in Phases I and II of Cliff Ridge Colony that if it is not reasonably possible to have an attractive view from a lot or otherwise creates a hardship in the lot owner by facing the residence toward the front of the lot, the Architectural Committee is authorized and shall have complete authority to approve the location of a dwelling that faces other than toward the front of the applicable lot.

3. Paragraph 3.6 of the Restrictive Covenants relating to floor space requirements is hereby amended as relates to Phase II by deleting the present paragraph 3.6 and substituting the following in lieu thereof:

3.6. The following floor space requirements shall apply to the residences in Phase II of Cliff Ridge Colony. In calculating the minimum floor space there shall be included in the heated area of the residence and any covered porches within the main body of the dwelling:

Single level structure 1200 square feet

Multi level structure 1200 square feet with a minimum of 900 square feet on the main level

4. The within Restrictive Covenants shall be binding on all parties and all persons claiming under them until twenty-five (25) years from February 7, 1983, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of the lots in Phase II of Cliff Ridge Colony it is agreed to change or abrogate said Restrictive Covenants in whole or in part. In such vote each lot shall be entitled to one vote and only one vote, irrespective of ownership.

5. If the undersigned, its successors or assigns, any lot owner in said subdivision or anyone else shall violate or attempt to violate any of the covenants herein contained (reference to which is hereby craved), it shall be lawful for any other person or persons owning any lots situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or dues for such violation.

6. Invalidation of any of these restrictive covenants shall in no wise affect any of the other provisions which shall remain in full force and effect.

