

DECLARATION OF RESTRICTIONS

TO

SWITZER LAKE ESTATES

WHEREAS, on the 15th day of June, 1978, B & B DEVELOPMENT COMPANY, a Kansas corporation (hereinafter referred to as "Developer") filed with the Register of Deeds of Johnson County, Kansas, at Olathe, a plat of the subdivision know as SWITZER LAKE ESTATES, a subdivision in Johnson Country, Kansas, as Document No. 1172441 appearing in Book 44 of Plats at Page 39, said plat having been previously approved by the Oxford Township Zoning Board and Board of County Commissioners of Johnson County, Kansas; and

WHEREAS, said plat creates said Switzer Lake Estates Subdivision, composed of the following described lots and tracts in said subdivision" to wit

Lots 1 through 84 and Tract A

and

WHEREAS, said Developer has heretofore dedicated to the public all of the streets and roads shown on said plat for use by the public; and

WHEREAS, Developer is the owner of all of the lots so shown on the aforesaid plat and now desires to place certain restrictions on all of said lots, all of which restrictions shall be for the use and benefit of Developer as the present owner thereof and for its future grantees and assigns.

NOW, THEREFORE, in consideration of the premises the Developer for itself and its successors, and assigns" and for its future grantees, hereby agrees that all of the lots shown on the above described plat shall be and they are hereby restricted to their use in the manner hereinafter set forth.

DEFINITIONS OF TERMS USED

For the purpose of these restrictions, the "Developer" shall mean B & B Development Company.

The word "Association" shall mean the Switzer Lake Estates Homes Association,

The word "street" shall mean any street, road, drive or avenue of whatever name, as shown on said plat of Switzer Lake Estates.

The word "outbuilding" shall mean an enclosed, covered structure, not directly attached to the residence to which it is appurtenant.

The word "lot" may mean either any lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more lots, or part or parts of one or more lots, as platted, and upon which a residence may be created in accordance with the restriction hereinafter set forth, or as set forth in the individual deeds for the Developer, or from its successors and assigns. A corner lot shall be deemed to be any lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

The word "residence" shall mean a private dwelling house designed for occupancy by a single family.

The words "enclosed floor area" as used herein shall mean and include, in all cases, areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in the basement, garages, porches, utility rooms, or attics; provided, however, that certain interior areas of the second floor need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence.

PERSONS BOUND BY THESE RESTRICTIONS

All persons and corporations who now own or shall hereafter acquire any interest in the above described lots hereby restricted shall be taken to hold and agree and covenant with the owner of said lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on April 1, 2000, provided,

however that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION I. USE OF LAND

The land hereby restricted shall be used for private residential purposes, only and no building of any kind shall be erected or maintained thereon except

- (a) residences, as defined above
- (b) private garages, whether outbuildings or attached to the appurtenant residences, for sole use of the lot or lots upon which erected
- (c) outbuildings for the storage of non-commercial vehicles, equipment and tools used in the maintenance of the lot or lots to which they are appurtenant, private greenhouses, garden shelters, and bathhouses accessory to swimming pools
- (d) one or more buildings to shelter domestic pets, kept for non-business purposes by the owners of the appurtenant lot or lots
- (e) a residential real estate sales office owned and maintained by the Developer on one lot for the purpose of promoting, advertising for sale, showing and selling lots, either improved or unimproved, within Switzer Lakes Estates,

No more than one residence shall be erected or maintained on any lot.

SECTION II. REQUIRED HEIGHT OF RESIDENCES

Any residence erected on any of the lots hereby restricted shall not be more than two (2) stories in height, provided, however, that a residence more than two (2) stories in height may be erected thereon with the consent in writing of the Developer or its successor,

SECTION III. FRONTAGE OF RESIDENCES ON STREETS

Any residence erected wholly or partially on any corner lot, or any part or parts thereof, shall front or present a good frontage on the street or streets designated by the Developer, in its deed to said lot or part thereof.

SECTION IV. SETBACK OF RESIDENCES FROM STREET

(a) Except as hereinafter provided, no part of any residence, outbuilding, fence or wall shall exist on any lot which is less than 50 feet from any front street or side street to the lot provided, however, that the Developer has the right, in the sale and conveyance of any lot, to change any building line shown on the plat, However, in no event may any fence or wall more than two (2) feet high and which is nearer the front street than the front building line or nearer the side street than the side building line, of any residence to which it is appurtenant

(b) Those parts of a residence which may be nearer to the front street or side streets than the front or side building lines, as above determined, respectively, and the limitations thereon are as follows: "

(1) Window Projections: not more than three (3) feet

(2) Miscellaneous Projections: cornices, chimneys, brackets, pilasters, wingwalls, grillwork, trellises, and similar projections not more than four (4) feet

(3) Vestibule: not more than four (4) feet

(4) Porch Projections: not more than six (6) feet

(5) Cantilever Projections: upper stories on any residence - not more than three (3) feet

SECTION V, REQUIRED SIZE OF RESIDENCE

Any residence erected on any lot in Switzer Lake Estates shall contain a sufficient number of square feet of enclosed floor area to comply with the requirements for Minimum dwelling Size for the appropriate classification set forth in the plat for such lot as prescribed by the zoning Regulations for Oxford Township, Johnson County, Kansas,

SECTION VI. FREE SPACE REQUIRED

The main body of any residence including attached garages, attached greenhouses, ells, and, porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth in Section IV, erected or maintained on any of the lots hereby restricted or on any part or parts thereof, as shown on the aforesaid plat, shall not occupy more than eighty percent (80%) of the width of the lot on which it is erected, measured in each case on the front building line as

shown on the aforesaid plat" or as established by the Developer in the conveyance of any lot, or on such front building line produced to the side lines of the lots, whichever line is of greater length, without the approval in writing of the Developer.

SECTION VII. RIGHT TO APPROVE PLANS

No building shall be erected, or placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the Developer or its successor. The rights to approve plans as aforesaid shall be vested in an "Architectural and Environmental Control Committee: which is hereby declared to be the Developer or its successors and assigns. For these purposes, as well as for the purpose of enforcing all other rights and restrictions herein contained, the Developer may transfer said rights to a Homes Association to be formed for said subdivision, the same to be composed of the owners of all lots in said subdivision. If said authority to approve plans, as well as to otherwise enforce the provisions of these restrictions, is not sooner assigned or relegated by the Developer as herein described, such authority shall in any event cease when Developer has approved the building plans for all residences constructed in said subdivision.

Anything in this Declaration of Restrictions to the contrary notwithstanding, the Developer, its successors and assigns, shall have, and does hereby reserve, the right to determine the location of all buildings upon the respective lot or lots, except as it may be restricted in the making of such determinations by the provisions of Section IV and VI herein, and the relation of the top of the foundation thereof to the street level.

SECTION VIII. MAINTAINING SIGHT DISTANCE

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street liners, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the

foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION IX REQUIRED BUILDING MATERIALS

Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, plaster, wood paneling, plate glass, masonite, or a combination thereof. Manufactured stone and lava rock for exterior walls is prohibited. Windows, doors, and louvers shall be of wood or colored metal and glass. Roofs shall be covered with wood shingles, wood shakes, slate or tile. Any building products which may come into general usage for dwelling construction in this area after the date of these restrictions shall be acceptable if approved in writing by the Architectural and Environmental Control Committee. All wood and masonite exteriors, except roofs and shake sidewalls shall be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing by the Architectural and Environmental Control Committee.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than six (6) months. Any owner of a structure in violation of this section may, in the discretion of the Architectural and Environmental Control Committee, be assessed a fine of from one dollar (\$1.00) to one hundred dollars (\$100.00) per day. as determined by such Committee in its sole discretion, for every day the violation continues. ,

The fine provided for herein if not paid when due by said owner, shall become a lien upon the real estate upon which the structure in violation of this section is located, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate. Said fines shall be due thirty (30) days from the date of notification of the then record owner of any lot upon which the violation occurs, and if not paid within said thirty (30) day period, shall bear interest at the rate of ten percent (10%) per annum until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced by the Association in any court in Johnson County, Kansas having jurisdiction of suit for the enforcement of such liens.

SECTION X. SODDING & SEEDING OF YARDS

The entire front, rear and side yards of every lot in Switzer Lake Estates and the unpaved portions of street easements contiguous thereto, shall be sodded or seeded with grass at the earliest time after construction of a dwelling on said lot as

the weather will permit. Reseeding or resodding will be required as necessary to obtain a good stand of grass acceptable to the Architectural and Environmental Control Committee.

SECTION XI. OUTBUILDING PROHIBITED

No building or other detached structures or other structures appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Architectural and Environmental Control Committee.

SECTION XII. FENCES, WALLS AND SHRUBS

No fence, wall, shrub or hedge shall be erected, constructed, planted or maintained upon any of the lots hereby restricted without written approval as to quality of material, design, shape, location, species and height by the Architectural and Environmental Control Committee and said Committee shall have complete discretion with regard to such approval, provided, however that said Committee shall not approve any fence, wall, hedge or shrub that violates Section VIII hereof.

SECTION XIII. SEPTIC SYSTEMS

No septic, sanitary or sewer system, or other device, equipment or system for the collection or removal of waste materials shall be constructed, installed, erected or maintained upon any of the lots hereby restricted without prior written approval as to quality of material, design, location, size, dimensions, operation and feasibility by the Architectural and Environmental Control Committee and said Committee shall have complete discretion with regard to such approval, subject to the terms and conditions set forth in this Declaration. The Architectural and Environmental Control Committee may in its discretion take such steps as it deems necessary for the proper maintenance and operation of such system, equipment or device from time to time and at any time, when in the discretion of such Committee the same is necessary for the health, safety, welfare and harmonious development of the lots restricted hereby, or anyone of them.

SECTION XIV. ABOVE GROUND SWIMMING POOLS PROHIBITED

No above ground swimming pool may be maintained upon any of the lots hereby restricted.

SECTION XV. OIL TANKS PROHIBITED

No tank for the storage of fuel may be maintained above the surface of the ground on any of the lots hereby restricted, without the consent in writing of the Architectural and Environmental Control Committee.

SECTION XVI. OUTSIDE ANTENNAS PROHIBITED

No radio or television antennas may be kept or maintained on any of the lots hereby restricted except within the confines of a dwelling unit erected thereon, without the consent in writing of the Architectural and Environmental Control Committee.

SECTION XVII. RESTRICTION ON MAINTAINING PETS.

No wild, semi-wild or domestic mammals, reptiles or birds may be kept or maintained upon any of the lots hereby restricted without the consent in writing of the Architectural and Environmental Control Committee, except that no more than two (2) dogs, two (2) cats, two (2) rabbits, or two (2) birds or any combination of the foregoing specific animals listed in this exception not exceeding the aggregate two (2) may be kept on any such lot without such consent.

SECTION XVIII. BILLBOARDS PROHIBITED

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of the Architectural and Environmental Control Committee, provided, however, that permission is hereby granted for the erection and maintenance of not more than two (2) advertising boards on each lot or tract as sold and conveyed, which advertising boards shall not be more than six (6) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot or tract upon which they are erected; and provided further, that nothing in this section shall be construed to prohibit the erection of subdivision entrance structures by the Developer, its grantees, assignees, or licensees at such place or places as it or they may determine, which structures mayor may not display the name of said subdivision.

SECTION XIX. AUTOMOBILE REPAIRING AND STORAGE OF AUTOMOBILES, BOATS, TRAILERS, ETC.

No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any of the lots hereby restricted except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed structure built on the said premises and permitted under other provisions of these restrictions.

No automobile, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, motor home, or vehicle of any other type or description may be stored upon any of the lots hereby restricted, except that such storage (except storage for hire) shall be permitted within the confines of any building built on any of the lots hereby restricted and permitted under other provisions of these restrictions. Nothing in this section, however, shall be so construed as to prohibit the regular parking of not more than two (2) automobiles but not including a pick-up truck with camper, in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the lots hereby restricted.

SECTION XX. YARD LIGHTS REQUIRED

No residence upon any of the lots hereby restricted shall be occupied until a yard light has been erected and installed in the front of each such residence. The Architectural and Environmental Control Committee shall have complete discretion in regard to the size of said light, its design and location upon each lot and must approve in writing. Design, size and location of each additional yard light proposed to be used must also be approved in writing. All yard lights shall be powered by electricity and shall be controlled by a photoelectric cell which automatically turns said lights on at dark and all at twilight, and said yard lights shall be maintained by the respective owners of the lots hereby restricted, said maintenance to include replacement of bulbs, repair or replacement of photoelectric cells, repair or replacement of wiring or the fixture itself as and when required so as to be continually and completely operational. The Architectural and Environmental Control Committee shall have the authority to suspend this requirement in the event it determines that local or national energy shortages demand such suspension.

SECTION XXI. EASEMENTS

Easements for installation and maintenance of utilities: and drainage facilities are reserved as shown on the recorded plat of Switzer Lake- Estates, The

Developer or its successor the Homes Association shall have the right to enter upon the utility easement around the shore line of the lake for purposes of maintaining such shore line and lake.

SECTION XXII. DURATION OF RESTRICTIONS

Each of the restrictions herein set forth shall continue and be binding upon the Developer, and upon its successors and assigns, until April 1, 2000, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that the owners of the fee simple title to more than fifty percent (50%) of the front feet of all of the lots hereby specifically restricted, and set forth in this instrument, may release all of the land which is hereby restricted from anyone or more of the restrictions herein set forth, on April 1, 2000, or at the end of any successive five (5) year period thereafter, by executing and acknowledging an appropriate agreement of agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas, prior to March 21, 2000, or at least ten (10) days prior to the expiration of any successive five (5) year period after April 1, 2000.

SECTION XXIII. RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of the lots hereby restricted, and with its successors and assigns, and with each of them, to conform to and observe said restrictions, as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their session of, or title to said land; and the Developer, its successors and assigns, and also the owner or owners of any of the lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions above set forth, in addition to ordinary legal actions for damages, and failure of the Developer, its successors or assigns, or any owner or owners of any lot or lots hereby restricted to enforce any of the restrictions herein set forth at the time of its violation shall, in no event be deemed to be a waiver of the right to do so thereafter. The Developer may, by appropriate agreement made expressly for the purpose, or by means of express words to that effect, continued in a deed to any lots restricted hereby, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it in respect to all or any part of said lots, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign these rights, or anyone or

more of them, at any time or times, in the same way and manner as though directly reserved by them, in this instrument

SECTION XXIV. ADDITION OF OTHER LAND

The Developer shall have, and expressly reserves, the right from time to time to add such other land as it may now own or hereafter acquire, to the operation of the provisions of this Declaration of Restrictions, by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Registrar of Deeds of Johnson County, Kansas. When any other land is so subjected to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be made at one or more times, said land so added shall be subject to all of the terms and provisions hereof, in the same manner and with like effect as though the same had been originally described herein and subjected to the provisions hereof.

SECTION XXV. COMMON PROPERTIES

(a) Developer and its grantees, as owners of lots in the within subdivision, shall have the right and easement of enjoyment in and to all of the common properties shown on the plat and as herein described.

(b) Title to Common Properties. Developer may retain the legal title to the common properties until such time as in the opinion of the Developer a Homes Association for said subdivision is formed and is able to maintain the same but notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the common properties subject to utility easements and to reservations and restrictions of record to the Homes Association not later than the time when the Developer or its successor has sold all of the lots in the subdivision. The Association shall accept the conveyance of such common property.

(c) Lake Area. The common area designate Tract A described in the above plat of the subdivision Switzer Lake Estates, consisting of a lake with some fringe park area shall be common area. The Developer hereby covenants that this described area is for the use and benefit of the owners within the above plat of Switzer Lake Estates and such common area shall be conveyed to the Homes Association as above set forth.

(d) Easements of Common Areas. The right and easements of enjoyment created hereby as to the common property shall be subject to the right of

the Developer and of the Homes Association to assign or convey sewage, water, drainage or other utility easements over, through and under all or any part of such common properties.

(e) Rules and Regulations Pertaining to the Lake and Common Area. The following rules, regulations and restrictions shall apply to the lake and other common area such as may be applicable.

(1) No structure shall be built into or over the lake.

(2) No automobile shall be allowed on the dam, except for maintenance vehicles.

(3) Fishing for non-lakeowners shall be confined to boats, the dam or designated common area.

(4) All boats must bear some kind of light if on the lake after dark.

(5) Any legal size fish taken shall be removed and not thrown back into the lake. There shall be no cleaning of fish at the lake area.

(6) Boats are limited to canoes, rowboats and small sailboats. Motors of any type are prohibited.

(7) Access to the lake for those not having lake lots shall be confined to the designated common areas. No person is permitted on the shore (except for designated common areas) without the owner's permission of the particular lot.

(8) No refuse shall be discarded in or about the lake property.

(9) No rafts or docks are permitted to be built on the lake. No rafts may be moored in the lake.

(10) Boats shall not be left in the water unattended.

(11) Boats belonging to owners of other than lake lots are not to be left at the launch area unattended or beached on private property.

(12) The Developer or its successor, the Association, shall have access to the shore line for maintenance of the lake.

(13) The Developer of its successor, the Association, shall have the right to make additional rules and regulations pertaining to the use of the lake or other common property.

(f) Disclaimer of Liability. Neither Developer, nor its successor the Homes Association, nor any agent, employee or contractor on their behalf shall have any liability for loss of life, personal injury or property damage for any action taken or omitted in good faith in reliance upon the terms and conditions set forth herein.

SECTION XXVI. PRIVATE LAKES

One or more lakes, covering or touching upon Lots 1 through 8 and Lots 27 through 32 hereof shall not be a part of the Common Area but each lake shall be for the private use of the owners of the lots covered in part by or touched by the shoreline thereof. However, the Developer, or its successor, the Homes Association, shall have a right to maintain such private lakes and the rights granted to such Developer and Homes Association for the maintenance of the lake on the Common Area at Section XXV above, including the right to grant easements and the Rules and Regulations for such lake, shall likewise apply to the private lakes. Neither Developer, nor its successor, the Homes Association, nor any agent, employee or contractor on their behalf shall have any liability for loss of life, personal injury or property damage for any action taken or omitted in good faith in reliance upon the terms and conditions set forth herein.

IN WITNESS WHEREOF, B & B DEVELOPMENT COMPANY, by authority of its Board of Directors, has caused these presents to be executed by its President and Vice President and its corporate seal to be hereto affixed this 25th day of August, 1978.

AMENDMENT TO
DECLARATION OF RESTRICTIONS

. SWITZER LAKE ESTATES SUBDIVISION

THIS AMENDMENT is made this 21st day of March, 1983, by Billy J. Beaver, B & B DEVELOPMENT COMPANY, A Kansas Corporation, and MARCOW INVESTMENTS, a Kansas General Partnership ("Declarants").

The Declarants are the owners of all of the lots platted as Lots 1 through 84, inclusive, and Tract A, SWITZER LAKE ESTATES, a subdivision in Johnson County, Kansas.

On June 15, 1978, a Declaration of Restrictions (the "Declaration") was executed and recorded in Volume 1376 et. Page 121, under Document No. 1185468 in the office of the Register of Deeds for Johnson County, Kansas, and the Declarants now desire to amend the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarants, for themselves and their successors and assigns, and for their future grantees, hereby amend the Declaration and declare that said lots shall hereafter be subject to the following:

1. Definition: The word "Developer" shall mean Emirs Construction, Inc.

The word " Association" shall mean the Switzer Lake Homes Association

2. Use of Land, Section I of the Declaration is amended to read as follows:

The land hereby restricted shall be used for single-family private residential purposes only, and no other building of any kind shall be erected or maintained thereon except

(a) private garages, either attached or detached from the residence, provided that the same shall be architecturally compatible to the residence which it shall serve and shall be for the sole use of the residence.

(b) outbuildings for the storage of non-commercial vehicles, equipment and tools used in the maintenance of the lot or lots to which they are appurtenant, private greenhouses, garden shelters and bathhouses accessory to swimming pools,

provided they shall be architecturally compatible with the residence which they shall serve.

(c) A residential real estate sales office owned and maintained by the Developer on no more than one lot at any given time for the purpose of promoting, advertising for sale, showing and selling lots, either improved or unimproved, within the subdivision.

No more than one residence shall be erected or maintained on anyone platted lot. No lots shall be split to accommodate more than one residence on any lot as originally platted.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot.

No commercial activity of any kind shall be conducted on any lot, but nothing herein shall prohibit the carrying on of promotional activities: by the Developer.

3. Setback: The last sentence of paragraph (a) of Section IV is amended to read as follows:

However, in no event may any fence or wall more than two feet high be permitted to exist nearer to the front street than the front building line nor nearer a side street than the side building line of the residence.

4. Required Size of Residence: Section V is amended to read as follows:

Any residence erected on Lots 17 through 20, inclusive, shall contain a minimum of 3000 square feet of enclosed floor area. Any residence erected on any other lot shall contain a minimum of 2000 square feet of enclosed floor area.

5. Right to Approve Plans; Section VII is stricken and the following substituted in lieu thereof:

No building or other improvements shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location of such building or improvements have been approved by the Architectural Control Committee (the "Committee") as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation.

The Architectural Control Committee (sometimes called the Architectural and Environmental Control Committee) is composed of three members whose names are Marlin Constance, Marvel Elaine Constance and Byron Constance. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Committee shall cease and terminate 20 years after the date of this instrument, and the approval required by this paragraph shall not be required unless, prior to said date and effective thereon, the then record owners of a majority of the lots subject hereto shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within 30 days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction of the improvements, approval will not be required and the related covenants shall be deemed to have been fully satisfied.

The Committee may transfer its rights to the Association. If the authority of the Committee is not sooner assigned or relegated to the Association, such authority shall in any event cease when the Committee has approved the building plans for all residences constructed or to be constructed in said subdivision.

The Committee shall have the power to modify, vary and waive the restrictions herein contained, including, specifically, but not limited to, minimum square footage, building setback lines and building materials, provided (the same is accomplished for the mutual benefit of the applicant owner and the owners of other lots in the subdivision) (that in the reasonable discretion of the Committee, such action will result in a more commonly beneficial use).

Neither the Committee, nor its successors or assigns shall be liable in damages to anyone submitting plans to it for approval or to any owner or occupant of land affected by this declaration, by reason of alleged mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every owner of any of said property agrees, by acquiring title thereto, that he will not bring any action or suit against Declarants or the Committee to recover any such damages.

6. Required Building Materials: There shall be added to Section IX the following:

The driveways of all residences shall be paved with a hard surface before occupancy.

7. Sodding and Seeding of Yards: There shall be added to Section X the following:

The height of grass in yards shall not exceed four inches.

8. Restriction on Maintaining Pets: No rabbits shall be kept on any lots.

9. The provision of Section XX are stricken and the following is substituted in lieu thereof:

SECTION XX. GARAGE DOOR OPENERS

All garage doors shall be equipped with automatic garage door openers and shall be kept dosed except when in use,

10. Lake and Common Areas: The Developer shall be permitted to construct a dock and other decorative improvement on the lake.

11. Continuing Effect: Except as otherwise herein provided, the Declaration shall remain as written, but in the event of any ambiguity between the Declaration and this amendment, the provisions of the Amendment shall prevail.

12. Home Association: All of the property described above is hereby subjected to the terms and provisions of the Switzer Lake Estates Homes Association Declaration, dated August 25, 1978, recorded in Book 1376 at Page 132, as amended by document recorded March 21, 1983, under Document No. 1398830 in Book 1838 at Page 151.