Article II

Architectural Committee; Architectural Control

2.01 The members of the Architectural Committee shall be not more than three persons who shall be appointed and serve at the pleasure of the undersigned. Initially, the Architectural Committee- shall be composed of : Mathias Eck, Patricia Eck, and Doug Eck. Upon the death, incapacity, resignation or dismissal of any member of the committee, the undersigned may appoint a successor. The act of a majority of the committee shall be binding and the majority of the committee may designate a representative (who may be a committee member) who may be authorized to carry out the Committee's function hereunder. At any time the under­signed may relinquish its rights to architectural controls and may disband the Architectural Committee by filing of record notice of its intent to do so. After such relinquishment and during the balance of the term of these restrictions, any reference herein to the "Architectural Committee" or any determination or approval of such committee automatically shall be deemed to be deleted and of no further force and effect.

2.02 At any time prior to the filing of the undersigned's relinquishment of architectural controls as discussed in 2.01 above, no structure shall be commenced, erected, placed, moved on or permitted to remain on any lot, nor shall any' existing structure upon any lot be altered in any manner which materially changes the exterior appearance thereof, nor shall any new use be commenced on any lot, unless plans and specification (Including a description of any proposed new use) therefore shall have been submitted to and approved in writing by the Architectural Committee.)  Such plans and specifications shall be in such form and shall contain such information as may he required by the Architectural Committee, but in any event shall include (i) a site plan of the lot or lots showing the nature, exterior color scheme, kind, shape, size, height, materials and location with respect to the particular lot or lots (including proposed front, real and-side setbacks) of all Structures, the location thereof with reference to Structures on adjoining portions of the property, and the number and location of all parking spaces; and driveways on the lot or lots; and (ii) n finished grade plan for the particular lot or lots. As used in these Restrictive Covenants, the term "Structure" shall refer to any building, garage, porch, swimming pool, wall, fence, or similar structures.

2.03 The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following reasons;

A. The failure of such plans or specifications to comply with any of the terms of these covenants;

B. Failure to include information in such plans and specifications, as may have been reasonably requested;

C. Objection to the exterior design, appearance or materials of any proposed Structure;

D. Incompatibility of any proposed Structure or use with existing Structure or uses upon other lots in the vicinity;

E. Objection to the location of any proposed Structure upon any lot or with reference to other lots in the vicinity;

F. Objection to the finished grade plan for any lot;

G. Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;

H. Objection to parking areas proposed for any lot on the ground of incompatibility to proposed uses and Structures on such lot, or the insufficiency of the size of parking areas in relation to the proposed use of the lot; or

I. Any other reason which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Real Estate or with Structures or uses located upon the lots in the vicinity.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based.  In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

In the event that the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after sub­mission thereof or if the Committee has relinquished its authority as discussed in 2.01 above, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

Whatever shall be the decision of the Architectural Committee hereunder, its decision shall be final and conclusive and no member of the Committee (or any representative selected by it) shall be liable whatever for failure or neglect to approve any plans and specifications submitted.

2.04 Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such Structure and the lot on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use of uses to be conducted thereon have been approved and Chat such Structure complies therewith. Preparation and recording of such Certificate shall be at the expense of such owner. Any Certificate of Compliance issued in accordance with the provisions of tills paragraph (2.04) shall be prima facie evidence of the facts therein stated and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all Structures on the lot, and the use or use described therein comply with all the requirements of this Article II and with all other requirements of these Restrictive Covenants as to which the Architectural Committee exercises any discretionary or interpretative powers.