

DECLARATION

The undersigned for themselves, their successors and assigns do hereby publish and declare and make known to all intending to purchasers and present and future owners of various lots comprising said above described Subdivision that the same will and shall be used, held and/or expressly subject the following Building and Use Restrictions which shall constitute amendments and revisions of the original restrictions pursuant to the provision in the original Declaration of Restrictions that such restrictions may be altered, changed and modified by written consent of the owners of not less than 65% of the lots in the above described subdivision.

1. The undersigned for themselves, their successors and assigns do hereby publish and declare and make known to all intending purchasers and future owners of various Lots comprising said above described Subdivision that the same will and shall be used, held and/or sold expressly subject to the following Building and Use Restrictions, Covenants, Agreements and Easements which constitute the general Plan for the improvement of said Subdivision, which shall be operative up to and until November 1, 1975 at which time aforesaid conditions, Restrictions, Covenants, Agreements and easements shall be automatically extended for successive periods of five (5) years, unless by a vote of the owners of the majority of Lots, it is agreed to change the aforesaid Conditions, Restrictions, Covenants, Agreements and Easements in whole or in part.

PROVIDED, HOWEVER that from and after the date hereof, any of the provisions hereof may be altered, changed and/or modified by written consent of the owners of not less than (65%) sixty-five percent of the lots in the above described subdivisions.

LOT AREA AND WIDTH

2. The width, area and minimum building setback line of the lots in this subdivision shall comply with all of the provisions of the Plat Act, as amended as of this date; provided, however, that no lot shall contain less than 13,000 square feet area, nor contain less than 100 feet width at the building set-back line.

USE OF PROPERT

3. (a) No lot shall be used except for residential purposes

(b) No building shall be erected, altered, or placed on any lot that shall already contain a dwelling unit except noted in paragraphs 17 and 18.

(c) *Every dwelling shall be ranch house in character, shall be a single-dwelling unit , shall ranch house in character, and shall be a single-dwelling unit, and shall not exceed one story in height. Deleted*

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(d) Every house built in Westchester Subdivision No. 2 shall have attached thereto a garage with a minimum of space for two Standard American cars and a maximum of space for three Standard American cars and such garage shall be of the same architectural character and materials as the garages already built in said subdivision as of the date of the amendment

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BUILDING LOCATION

4. No residence or garage shall be erected, altered, or placed on any of the above described Lots closer than 35 feet to the front lot line, nor ten feet from the side lot side lines, nor 25 feet from the rear lot line, nor 35 feet to any lot line bounding a street.

CHARACTER OF BUILDINGS

5. All dwellings in Westchester Subdivision No. 2 shall be ranch houses containing no less than 1450 sq. ft. of living area exclusive of the attached garage and no attached garage shall be converted into permanent living area of the house unless approved by the Architectural Control Committee as hereinafter provided in para. 17 and 18 and provided that attached garage meets restrictions and is constructed concurrently with the aforementioned alteration. Carports shall not be permissible. Garages, breezeways, and basement shall not be included in the determination or computation of the minimum 1450 sq. ft. of living area required by this revision.

6. All buildings shall be constructed of materials in harmony with the established architectural characteristics of the Subdivision and of minimum standards of durability as determined by the Architectural Control Committee.

ANIMALS

7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be maintained and kept in the residence of the owner of any such lots. No dogs, cats, or other household pets may be kept or maintained for any commercial purpose. All household pets when off property of owner must be kept under reasonable and proper supervision.

EASEMENTS AND ROADWAYS

8. The easements and roadways as set forth in the recorded Plat of the above described Subdivision are provided for the installation and maintenance of utility and drainage facilities. No fence, structure, building, earthwork, or landscaping shall be constructed in such a manner as to interfere with the construction or maintenance of such facilities, or ingress thereto or egress therefrom.

GARBAGE AND REFUSE DISPOSAL

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition properly concealed from view.

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SIGNS

10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

FENCES

11. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No fence or wall shall be erected, placed or altered on any lot nearer to the front lot line than the minimum building setback line. Further, all fences shall be no more than four feet in height except for purposes of safety and/or sanitation, and subject to Board approval, and shall be ornamental in character. Fences on corner lots shall not be closer to either street than the minimum building setback line applicable to houses on such street.

LOT SIZE

12. No lot shall be reduced in size by any method whatsoever without the prior written consent of the Association or their duly authorized representatives. Lot may be enlarged by consolidation with one or more adjoining lots under one ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one lot as shown on recorded plat.

TEMPORARY STRUCTURES

13. Trailers, tents, other than play equipment for children, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within this subdivision and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies used in the construction of a dwelling and which shall be removed from the premises on completion of the building except as such detached appurtenances as are approved by the Architectural Control Committee.

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GENERAL CONDITIONS

14. (a) No trailers, boats, commercial vehicles other than those present on business, or other such property may be parked, placed, or stored in the subdivision unless properly concealed from view in a private garage.

(b) Buildings and grounds shall be maintained in a manner compatible with existing maintenance standards in the Subdivision. Violations will be referred to the Board of Directors of the Association.

RAPID COMPLETION

15. The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as rapidly as practicable. Should the owner leave such building in an incomplete condition for a period of time exceeding six months then the Board of Directors of the Association or their authorized representatives are authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, to complete the same at their discretion, and in either event, the expense incurred shall be charged against the owner's interest therein and shall be a lien upon said lands and premises.

OLD BUILDINGS AND MATERIALS

16. No old buildings may be moved onto the Subdivision and no used materials may be used for construction except reclaimed brick or unless otherwise approved by the Architectural Control Committee.

ARCHITECTURAL CONTROL COMMITTEE

17. The developers heretofore designated, their successors and assigns, shall constitute the Architectural Control Committee. This nine man committee shall be elected by majority vote of the Westchester Village Subdivision No. 2 and all members of the aforementioned Architectural Control Committee shall be bonafide lot owners in Westchester Village Subdivision No. 2. The Architectural Control Committee shall have authority to pass on plans and specifications and otherwise guide the development of the Subdivision as planned and restricted herein. The Architectural Control Committee shall prepare and submit for Board approval rules and regulations for the conduct of its duties and shall provide for removal, replacement, and resignation of its members. All Architectural Control Committee decisions shall be made in a week after acceptable plans and/or sketches have been submitted to the

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Architectural Control Committee. Grievances may be submitted to Board of Directors of the Association or the Association or to higher constituted authority.

COMMITTEE APPROVAL

18. No building, fence, wall or other structure shall be commenced, erected or maintained in any lot, nor shall any addition to or change or alteration therein be made, except interior alterations, until a sketch and/or written description be submitted to the Architectural Control Committee, showing the nature, kind, shape, height, materials, color schemes, location on lot and approximate cost of such structure and the grading plan on the lot, including grade elevations of buildings to be built thereon, shall have been submitted to and approved in writing by the Architectural Control Committee or its authorized agent, and a copy thereof as finally approved lodged permanently with the committee. Should they feel additional descriptive material is necessary they may request it. The Committee shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration suitability of the proposed building or other structure to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property

It is understood that the purpose of this paragraph is to cause the Subdivision to develop into a beautiful, harmonious, private residence section and that the Architectural Control Committee shall not be arbitrary in its decisions. If a disagreement on the points set forth in this paragraph should arise, any parties of interest shall submit the same to arbitration by competent architects in the usual manner. The committee may, in the exercise of its discretion as indicated above, permit the erection of such appurtenances as, for example, pools or greenhouses.

NUISANCES

19. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

SEVERABILITY

20. Invalidation of any one of these Covenants, by amendment, judgment, or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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ASSIGNMENT

21. Any or all of the rights, powers and obligations, title, easements and estates reserved or given to the parties in this agreement, the Developers or the Architectural Control Committee, may be assigned to any corporation or association, composed of ½ or more of the owners of property in said plat, that will agree to assume said rights, powers, duties and obligations and carry out and perform the same, any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assured by the parties hereto, the parties hereto thereupon be released therefrom. When all the lots in said plat have been sold by the parties hereto, upon demand by parties hereto a corporation or association of the owners of lots in said plat may be formed which shall assume said rights, powers, duties and obligations and carry out and perform the same, and the parties hereto thereupon shall be released. Such corporation or association when formed may be a majority vote, combine with any other corporation or association of owners of lots in any portion of Westchester Village Subdivision, and the resultant corporation or association shall have all the rights, powers, duties and obligations hereby given to the corporation or association first described in this paragraph.

ENFORCEMENT

22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no way be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto.