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stantial completion thereof (in excess of 60%), such approval will not be required and this covenant shall be deemed to have been fully complied with and no suit or claim shall then be available to said committee or other lot owner as the same would not constitute a violation thereof. Said architectural committee shall consist of G. Herman Walker, III and John N. Walker. In the event of the death or resignation of any member of said committee, the remaining member shall have full authority to act herein to either approve or disapprove plans, designs, locations or designate a representative for like authority. No member of the architectural committee shall be entitled to any compensation for services performed pursuant to this covenant. A unanimous vote is necessary for approval. Said architectural committee shall be empowered to grant waivers or variances of any of the limitations set forth herein upon proper application by the owner(s) of any lot shown on the recorded plat. Any waiver or variance, if granted, may be subject to any additional conditions the architectural committee shall reasonably require.

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13. No grading or land clearing shall be performed on any of the tracts of said subdivision in such a manner as to be a source of erosion. Any land surface on which no structure is located, once graded or cleared, must be restored with some form of permanent ground cover, either natural or man-made.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this the 9th day of September, 1980.

IN THE PRESENCE OF:

[Signature]
[Signature]

GILDER CREEK DEVELOPMENT COMPANY,
a General Partnership
By: [Signature]
Its Partner
And: [Signature]
Its Partner
And: [Signature]
Its Partner

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