

(9). The owner reserves the right to lay or place or to authorize the laying and placing of sewer, gas and water pipes, telephone, telegraph and electric light poles on any of the streets, or across the front five feet of any lot shown on the said plat without compensation or consent of any lot owner; the said owner reserving an easement for the installation and maintenance of utilities and drainage facilities.

(10). All sewerage disposals shall be by septic tanks meeting the approval of the State Board of Health until such time as municipal sewerage disposal becomes available.

(11). No building, residential or business, shall be erected, placed or altered on any building plot in this subdivision until the building plans including front, side and rear elevations, specifications including construction materials, and plot plan showing the location of such building has 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 grade elevation by a committee composed of Mrs. Lillian F. Woods, Furman C. Smith and W. W. Smith, or by a representative designated by a majority of the members of said committee. The owner reserves the right to change or increase the membership of the said committee at any time. In the event of death or resignation of any member of the said committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such buildings, or the making of such alterations, has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. The powers and duties of such committee and of its designated representatives shall automatically cease as of June 1, 1979. Thereafter, the approval described in this covenant shall not be required unless prior to the said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision, and duly recorded, appointing a representative or representatives, who, thereafter, shall exercise the same powers previously exercised by the said committee.

The foregoing restrictions and protective covenants shall run with the land and be binding on all persons claiming under them until June 1, 1979, at which time these restrictions and covenants shall be automatically extended for successive periods of ten years, unless by a majority of the then owners it is agreed to change the restrictions or covenants in whole or in part.

These restrictions and covenants shall be binding upon the owner, her heirs and assigns, purchasers and transferees; that, in the event of a violation, or an attempt to violate any of the restrictions and covenants herein stated, it shall be lawful for any other person or persons, owning any real property situate in the said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions and covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation.

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