

Samuel P. Clayton, Brenda B. Clayton, and a property owner representative selected by them. In the event of death or resignation of any member of said committee, the remaining members or member shall have full authority to approve or disapprove such design and location or to designate a representative with like authority, and also the remaining members or member shall have full authority to select and appoint any other person or persons to fill the vacancy or vacancies. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event thereafter, if no suit to enjoin the erection of such building 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. Neither the members of such committee, or its designated representatives shall be entitled to any compensation for services performed pursuant to the covenants. The powers and duties of such committee, and of its designated representative shall cease on and after September 1, 1995. Thereafter the approval described in this covenant shall not be required unless prior to said 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 shall thereafter exercise the same powers previously exercised by said committee.

8. No dwelling shall be erected on any lot having less than seventeen hundred (1700) square feet of heated floor space; nor shall the first floor of a two-story dwelling contain less than twelve hundred (1200) square feet of heated space. The floor space required by this Article shall not include basement, porches, verandas, breezeways, or garages. Except for foundations, concrete blocks shall not be used in the construction of any house unless the exterior walls are faced with brick or other acceptable building materials.

9. No building shall be located on any lot nearer to the front line or nearer to any side street line than the building set-back lines shown on said plats, nor nearer than ten (10) feet to any interior lot line, except that a side yard of five (5) feet or more shall be required for any garage or other permitted accessory building located on the rear one-fourth (1/4) of the lot. A right-of-way and easement for the installation, operation and maintenance of utilities and for drainage purposes is reserved over each lot, said right-of-way and easement to extend for a distance of five (5) feet from each side and rear lot lines.

10. No residential structure shall be erected or placed on any lot in this subdivision which has less frontage than shown on the plats made a part of these covenants.

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