

One set of plans and specifications and plot plans shall be left or filed with the committee. In the event said committee or its designated representative fails to approve or disapprove such design, plans, specifications and location within 30 days after said plans have been submitted to it, or, in the event, if no suit to enjoin the erection of such buildings or the making of such alterations or improvements has been commenced prior to the completion thereof, or substantial 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.

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 set their hands and seals this the 26th day of October, 1978.

In the Presence of:

WALKER PROPERTIES, a General Partnership

James M. Wylie  
James C. Blakely, Jr.

By: G. Herman Walker, III  
Its Partner

And: John N. Walker  
Its Partner

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