

(1) This property shall be used solely and exclusively for single family residential dwellings.

(2) This property shall not be re-cut so as to face in any direction other than as shown on the recorded plat.

(3) No residence shall be located on any lot nearer to the front lot line than the building set back line as shown on the recorded plat and any such residence shall face as shown on the plat with strict adherence to the set back lines on the plat. No residence shall be nearer than Fifteen (15) feet to any property line.

(4) The minimum permitted ground floor area of the main structure, exclusive of one-story open porches and garages, located on lots facing on Berryhill Road and Berryhill Court shall not be less than Fifteen Hundred (1500) square feet, nor less than Sixteen Hundred (1600) square feet on lots facing on Hermitage Road; provided that the minimum permitted ground floor area for one-story residences facing on Berryhill Road, Berryhill Court and Hermitage Road shall not be less than Eleven Hundred (1100) square feet.

(5) No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon any lot shall at any time be used as a residence, temporarily or permanently. No structure of a temporary nature shall be used as a residence. No house-trailer shall be permitted on this property.

(6) No residence of any kind shall be erected, placed or altered on any lot or lots in this subdivision until and unless the building plans, specifications and plot plan showing the proposed type of construction, exterior design and location of such residence have been approved in writing as to conformity and harmony of external design and plans are consistent with existing residences in the subdivision, and as to the location of the structure with respect to topography and finish ground elevation by a committee composed of S. W. GIBSON, L. E. BROWN, JR., and JOHN S. TAYLOR, JR., or by a representative designated by the said committee. In the event of the death, resignation or absence of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after the plans, specifications and plot plan have been submitted to it, or in any event, if no suit to enjoin the erection of such residence or the making of such alterations has been commenced prior to the completion thereof, such approval shall be deemed to have been given and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative, as the case may be, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall automatically cease on and after April 1, 1976. The approval described in this covenant shall not be subject to withdrawal prior to the said date and effective January 1, 1976, the same shall be exercised by the then record owners of the lots in this subdivision, and duly recorded, and their representative or representatives who hereafter shall exercise the same powers previously exercised by the said committee.

(7) Sewerage disposal shall be by municipal sewerage disposal system or by septic tank complying with the specifications of the State Board of Health.