

8. 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 finished ground elevation by a committee composed of J. Frank Williams and C. A. Talley, or by representatives 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 30 days after the plans, specifications and plot plans 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 will not be required, 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 its designated representatives shall automatically cease on and after April 1, 1988. 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.
9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
10. No trailer, house trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
11. The ground floor plan of the main residential structure, exclusive of 1 story open porches, detached garages or detached carports shall contain not less than 1200 square feet for a 1 story dwelling nor less than 1200 square feet for a dwelling of more than 1 story.
12. No lot shall be subdivided or recut so as to face in any direction other than as shown on the plat above referred to.
13. The right is reserved to lay and place or authorize the laying and placing of sewer, gas and water pipes, telegraph, telephone and electric light poles on or in any of the streets shown on said recorded plat without compensation or consent of any lot owner.

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