

and as to the location of the structure with respect to topography and finished ground elevation by a committee composed of Louis A. Garlington, Malcolm G. Thruston, Jr., Wade Byars, Jr., Buck Gay and Herman H. Campbell, 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 thirty (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 of its designated representatives shall automatically cease on and after January 1, 1992. 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, 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) No cement block or cement brick construction to be visible above ground level. If such wall is constructed it must be finished and capped.

12) No dwelling shall be constructed on any lot with less than 1800 square feet heated area for a one-story dwelling, nor less than 1200 square feet heated area on the ground floor for a dwelling of more than one story.

13) No lot shall be subdivided or re-cut so as to face in any direction other than is shown on the plat above referred to.

14) 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 of any lot owner.

15) All sewerage disposal shall be by municipal sewerage, or if such is not available, disposal shall be by a septic tank which shall comply with the minimum FHA or GI requirements, and shall meet with the approval of the State Board of Health. In the event garbage disposal units are used, the same shall be attached to and empty into separate septic tanks.

16) All fuel oil tanks or containers shall be buried underground or covered consistent with normal safety precautions.