

James P. Moore and Otis P. Moore or by a representative designated by said committee. In the event of the death or resignation of any member of said committee, the survivors or survivor thereof 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 said plans and specifications have been submitted to it, or in any event, 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 committee nor a designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of their designated representatives shall cease on or after January 1, 1978. Thereafter, the approval described in these covenants shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the numbered lots in Extension of Brookforest and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

6. No obnoxious or offensive trade or activity shall be carried on upon any of the property affected by these covenants, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No live stock, cattle, swine, sheep, goats, or other such animals of similar breed shall be permitted to be kept on any residential plot. Likewise, no chickens, ducks, geese, or other such fowls shall be permitted or kept on any residential plot except that fowls may be maintained in a limited number not in excess of ten, for the purpose of being consumed by the family residing on such residential plot.

8. This property shall be used for single family residences only provided, however, any lots may be used for the construction of a building for educational or religious purposes.

9. This property shall not be recut so as to face any direction other than as shown on the recorded plat thereof.

10. All sewerage disposal shall be by septic tank meeting the approval of the State Board of Health or by Municipal Sewerage System.

11. An easement five (5) feet in width is reserved across the side and rear of all lots for the purpose of utility installation and maintenance, as well as drainage.

12. All residences shall have a standard letter size metal mail box, as approved by the United States Postmaster General, which is to be erected by the owner on a one and one-half inch galvanized iron pipe at the height required by the United States Post Office Department. All boxes and posts will be painted black and shall be kept in good state of repair at all times.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, this the 18 day of August, 1958.

WITNESS:

W. H. Williams

Beverly Beauford

Donald S. Balt (L.S.)

James P. Moore (L.S.)

Otis P. Moore (L.S.)

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