

10. No building, including the dwellings, detached garaged and outbuildings shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of E. G. Whitmire, Jr. and Mrs. E. G. Whitmire, Jr. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or if said committee or its designated representative fails to approve or disapprove such design or location within thirty days (30) after such 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 shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after January 1, 1990. Thereafter, the approval required in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by such committee.

11. No noxious or offensive trade or activity shall be carried on upon any lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said lots shall at any time be used as a residence temporary character be used as a resident on any lot.

13. If an outside fuel tank is used in connection with a dwelling, it shall ^{not have to} be placed under ground. Concrete blocks shall not be used so as to be visible from outside on main dwelling, however, detached garage and storage facilities may be visible concrete blocks, if painted.

14. The right is reserved to lay or place or authorize the laying or placing of sewer, gas and water pipes, telephone, telegraph and electric light poles on any of the street and alleys shown on said plat, or thereafter cut, in said subdivision, without compensation or consent of any lot owner and an easement for the installation and maintenance of utilities and drainage facilities are reserved over said streets and alleys.

15. All sewerage disposal shall be by septic tank, until municipal sewerage disposal is available, meeting the approval of the local and state board of health.

16. No lot shall be recut so as to face in any direction other than shown on said plat or described in the deed of conveyance thereto.

17. The right is hereby reserved by the undersigned to alter, change or amend the above restrictions so as to comply with the minimum requirements of the Federal Housing Administration, Veterans Administration or the Town of Simpsonville and the further right is reserved by the undersigned to change, alter or amend the above restrictions in so far as said restrictions pertain to setback lines and minimum space requirements.