

(5) No trailer, basement, tent, shack, garage, barn or other building 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 finished ground elevation by a committee composed of Richard D. Wooten and Bill Davis, 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 member 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 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 November 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.

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

(8) No detached garage shall be nearer than 75 feet from the front lot line, nor less than 15 feet to any side or rear lot line.

(9) An easement is reserved over the rear five (5) feet of each lot for the installation, operation and maintenance of utilities and for drainage purposes. An easement is also reserved for drainage purposes across certain lots as shown on the recorded plat.

(10) No noxious or offensive activity shall be carried on anywhere upon the property described in the plat, nor shall anything be done thereon which may be or become a nuisance, or menace, to the neighborhood.

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

(12) No residence so similar or identical in construction, design or placement to another residence already existing upon the property, or approved by the committee so as to be confusing therewith, shall be constructed on the property. No carport or part of any other accessory building shall be constructed beyond the front line of the main residential structure, and no carport shall be erected on the side or rear of any residence when part of such carport will extend beyond the side lot line as hereinabove restricted.

(13) No business or trade of any kind shall be operated or carried on on any of the lots in said subdivision.

(Continued on next page)