

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building shall have been approved in writing as to conformity and harmony of external design and materials with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by Alonzo M. DeBruhl. In the event of the death or resignation of Alonzo M. DeBruhl, his Executor or Executrix shall have full authority to approve or disapprove such design and location or to designate a representative with like authority until these covenants expire. In the event Alonzo M. DeBruhl, his Executor, Executrix, or the designated representative fails to approve or disapprove of such design and location within thirty days after such plans and specifications have been submitted to him, or in any event, if no suit to enjoin the erection of such buildings 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. The powers and duties of Alonzo M. DeBruhl, his Executor, Executrix, or the designated representative shall cease on and after January 1, 1998. 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 lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said Alonzo M. DeBruhl, his Executor, Executrix or the designated representative. Alonzo M. DeBruhl, his Executor, Executrix or the designated representative shall have authority to waive any provision hereof.

3. No building shall be located nearer to the front lot line nor nearer to the side street line than the building setback line shown on the recorded plat. In any event no building shall be located on any residential plot nearer than 20 feet to any side street line. All residences shall face toward the front of the lot. No building shall be located nearer than 10 feet nor nearer than 10 per cent of the average width of the lot, whichever is greater, to any inside lot line, except detached garages and other than out-buildings which shall not be located nearer than 75 feet to the front lot line nor nearer than five feet to any side or rear lot line.

4. 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.

5. No trailer, basement, tent, shack, garage, barn or other out-building erected on 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. No fence over three feet in height shall be placed nearer the street than the building setback line as shown on the plat.

6. The floor area of the structure of any one story, split level, or two story detached single-family residence shall be not less than 1000 square feet for all lots. In computing the area under this paragraph, all basements, porches, carports, garages and breezeways shall be excluded.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and side five feet of each lot.

8. All sewage disposal shall be by sewage disposal system approved by the State Board of Health.

9. No bathing pools shall be constructed or maintained on any lot unless it is surrounded by a screening fence.