

Covenants
Page 2

9. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
10. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
11. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which remain in full force and effect.
12. **RESUBDIVISION:** No lot or lots shall be resubdivided in a manner significantly different from the recorded plat as noted above.
13. **HOUSE TRAILERS:** No house trailer shall be placed on any lot either temporarily or permanently, but such provision shall not be considered to prohibit the parking and keeping of travel trailers, so long as they are not used as a residence either temporarily or permanently and are maintained in a sightly manner at the rear of the residence.
14. **FUEL OIL TANKS OR CONTAINERS:** All fuel oil tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions. Any structure to be erected for this purpose must be of an acceptable appearance and approved by the Building Committee.
15. **ANIMALS OR LIVESTOCK OR POULTRY:** No animals or livestock or poultry of any kind shall be raised, bred or kept on any lot, but this shall not be construed to prohibit the keeping of dogs, cats or other household pets, provided they are not kept, bred or maintained for commercial purposes.
16. **BIRD SANCTUARY:** This property shall be declared a bird sanctuary and the hunting of wild birds or animals on any property in the subdivision is hereby prohibited.
17. **WALL, FENCE OR HEDGE:** No wall, fence or hedge, shall enclose the entire front yard or the building setback line and the front lot line having a height of more than three feet, except for walls, fences or hedges, which may be an integral part of the residence, or otherwise essential to the design of the house when approved by the Building Committee. Any such wall or fencing within the above area must be of attractive and durable materials, and barbed wire, field fencing, poultry wire and similar types are prohibited.
18. **ARCHITECTURAL CONTROL:** The Architectural Committee shall be composed of Howard W. Covington, Jr., Richard C. Egloff, James C. Sharpe, Dee A. Smith and Loyd G. Boyer. In the event of the failure or inability for any reason of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the remaining member(s) of the Committee. All members shall constitute a quorum and a majority vote shall be required for the transaction of any business of the Committee. At any time the Architectural Committee shall so desire, it may select three homeowners in the Subdivision to replace them as Committee members and such new members shall exercise all of the authority herein granted. Said Architectural Committee shall have the authority to review and approve all plans for the construction of any building or improvements including fences in order to prevent duplication of buildings and for esthetic harmony.
19. **PELHAM ROAD:** No lots shall have any entrance from Pelham Road. All lots will be serviced by Gilderbrook.
20. Nothing herein contained shall be construed to prevent the Developers, or their successors and assigns, from maintaining temporary sales offices and storage on any lot while the subdivision is in the process of being developed and during the construction of houses.

Woodfield Land Company is purchasing the subject property under an unrecorded contract.