

9. GARBAGE PICK-UP: All owners of lots in the subdivision shall be required to contract with a garbage pick-up service for the removal of garbage at least once a week until such time as a municipal garbage pick-up system becomes available.

10. AUTOMOBILES: No lot in the subdivision shall be used for the sale or display of any new or used automobiles, nor shall junk automobiles or other junk be kept on any lot in the subdivision.

11. ANIMALS: No stable or barn for domestic animals shall be constructed or placed on said lots. No animals, except household domestic pets, shall be kept on said lots, provided they are not kept, bred or maintained for commercial purposes.

12. FENCING: Decorative fencing of good quality may be erected. However, said fencing shall not be erected nearer the front property line than the front of the house. Fencing must be maintained in a good state of repair.

13. MODIFICATIONS AND ALTERATIONS: The Fortis Corporation reserves the right to make such modifications and alterations to the restrictions and reservations herein created so long as such modifications and alterations promote the orderly and harmonious development of the subject property.

14. WAIVER OF UNINTENTIONAL VIOLATION: The Fortis Corporation may waive any unintentional violation of these restrictive covenants by appropriate written instrument, provided that if the unintentional violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owners, the consent of such owner or owners shall be obtained to such waiver.

15. ENFORCEMENT: If the owners of these lots, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, persons, firms or corporations owning any real property in said subdivision to institute any proceedings at law or in equity against such person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. This provision shall be limited by the provision of Paragraph 14 above regarding unintentional violations.

16. TERM: These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2011, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an agreement signed by a majority of the then owners of the lots has been recorded to change said covenants in whole or in part.

17. SEVERABILITY: Invalidation of any one or more of these covenants by judgment or court order shall not affect any of the remaining provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Fortis Corporation has executed these Restrictive Covenants this the 31 day of December 1980.

IN THE PRESENCE OF:

Lynnda B. Sales
Wage

THE FORTIS CORPORATION

BY: Kerry J. Grant
vice president

AND: Donna J. Howell
Assistant secretary

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