

may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Westminster Company, Inc. reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

(6) Westminster Company, Inc. may waive any unintentional violation of these restrictive covenants by appropriate instrument in writing 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.

(7) No noxious or offensive activity shall be carried on upon on any lot, nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes an excessive number of sets on the parking of cars or other vehicles in the lot and any location other than the driveway.

(8) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(9) 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 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) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which remain in full force and effect.

(12) No lot or lots shall be resubdivided in a manner significantly different from the recorded plat as noted above.

(13) 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) 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) 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 or kept in an excess number.

(16) 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.

0.878

1328 RV 2