- (10) No lot or lots shall be resubdivided in a manner significantly different from the recorded plat as noted above except that lots may be subdivided for the construction of a two family duplex dwelling unit as permitted in Paragraph 1.
- (11) 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.
- (12) 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.
- (13) 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.
- (14) 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.
- (15) 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 Architectural 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.
- (16) 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.
- (17) 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.
- (18) 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.
- (19) 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.
- (20) The Architectural Committee shall be composed of Howard W. Covington, Jr., Joe M. Ramseur, James C. Sharpe and Feaster A. Norwood. 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