

or a majority of the lot owners after the developer has relinquished his building site and plan approval authority. However, this restriction shall not be construed to apply to any trees which are dead or in interference with such approved construction plans or with public utility needs or the operation of any wells for necessary residential water supply. Further, no trees planted by the developer along the road known as Saint Charles Place shall be removed without the permission of the developer or the majority of lot owners as provided herein.

8. A 5 foot drainage and utility easement is reserved along all lot lines.

9. All power and telephone lines shall be located underground insofar as this may be possible with the services available for the development.

10. If any lot owners or any of them or their heirs, successors or assigns shall deliberately violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent the violation and/or to recover damages or dues for such violation.

11. These covenants are to run with the land and shall be binding on all lot owners within the development and all persons claiming under them until January 1, 1999 at which time said covenants shall be automatically extended for successive periods of 10 years unless by unanimous vote of the then owners of the premises it is agreed to change said covenants in whole or in part. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

12. During the construction and development of this subdivision, the Developer may waive any term of these covenants for any lot if such waiver is in the best interests of the development as a whole.