

recorded, appointing a representative or representatives who, thereafter, shall exercise the same powers previously exercised by the said committee.

7. Sewerage disposal shall be by septic tank complying with the specifications of the State Board of Health.

8. An easement is reserved over the rear five (5) feet of each lot for the installation, operation and maintenance of utilities and for drainage purposes. An easement is also reserved for drainage purposes across certain lots as shown on the recorded plat.

9. No noxious or offensive activity shall be carried on anywhere upon the property described in the plat, nor shall anything be done thereon which may be or become a nuisance, or menace, to the neighborhood.

10. All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.

If the undersigned, or their successors or assigns, shall 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 said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating, or attempting to violate, any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3rd day of July, 1956.

WITNESSES:

Juanita L. Lohland
Will B. Beach

Norman J. Anderson
Ray A. Anderson