

restaurant operation; unattended coin operated laundry facility; outside pet kennels which would contain outside runs for animals. Any deviation from the listing herein shall be only at the sole discretion of Northwood Hills Homes Association, Inc. which consent must be given in writing.

7) If any portion of this Agreement shall be invalid or hereinafter declared to be invalid, only that portion shall be effected and the balance of this Agreement shall remain in full force and effect. The failure of either party to enforce any provision herein shall not be considered as a waiver of that or any other provision and shall not thereafter prevent enforcement of this Agreement.

8) In the event the property known and described herein is not developed in the manner aforementioned, the covenants as established herein will run with the land.

9) Shaw and the Association agree that the Protective Covenants and Agreements set forth herein are for the benefit of both the Association and Shaw; and shall run with the property of Shaw as referred to herein consisting of 78.75 acres, more or less, and to the Association and the property of each individual homeowner therein; these Protective Covenants and Agreements shall be binding and inure to the benefit of the parties, their heirs, successors and/or assigns.

10) The party breaching this Agreement shall pay to the non-breaching party, on demand, all of the non-breaching party's costs and expenses, including reasonable attorney's fees incurred in enforcing any of the breaching party's obligations under this Agreement, at law or in equity, but only if the non-breaching party shall prevail on the matter.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 8th day of March, 1983.

IN THE PRESENCE OF:

Carol J. Deter
Mary Lee Estes

Jack E. Shaw
Jack E. Shaw