

5. Any new telephone and/or power lines which are brought onto said property shall be installed underground provided that the local servicing utility company will so agree.

6. No noxious or offensive trade or activity shall be carried on upon any of the property nor shall anything be done thereon which may be or may cause annoyance or nuisance to the neighborhood. No business, trade or commercial activity of any kind shall be conducted in any building or on any portion of any of the property.

7. These covenants are to run with the land and shall be binding on all parties, and all persons claiming under them.

8. If the parties hereto (including the owner of any portion of the premises) or any of them or their heirs, 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 which is subject to these restrictions to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them or it from so doing or to recover damages or other dues for such violation.

9. Invalidation of any 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 the undersigned, Margaret M. Patton, has hereto set her hand and seal this 10<sup>th</sup> day of July, 1980.

Witnesses:

Carol Southland  
Walter J. Patton

Margaret M. Patton  
Margaret M. Patton