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the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid, subject to the limitations as to use of all public utility companies an unobstructed aerial easement ten (10) feet wide from a plane fifteen (15) feet above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for electric facilities.

27. Developer reserves unto itself and its assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of signs or the laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, waste water disposal lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this Subdivision with water and waste water disposal.

Also, the Developer and its designees and/or its assigns may, on any lot and/or lots then owned by Developer, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, sales offices, signs, water wells, boat ramps and related pumping, storage, operation and maintenance facilities, and waste water treatment and disposal facilities, and any other use necessary for the complete development of the subdivision.

28. If at any time a purchaser of a lot, his heirs, successors or assigns should desire to sell such lot or any part thereof, the same shall first be offered to the developers, its successors or nominee, which shall have the right to purchase the same at the price the purchaser, his heirs, successors or assigns, can sell such property for, and if the developers, its successors or nominee, fails to exercise an option within twenty (20) days thereafter, said option shall become null and void; provided, however, that it is understood and agreed that said twenty (20) days' option shall extend from and after the date the developers, its successors or nominees, is notified by the purchaser, his heirs, successors, or assigns, of the price for which said property can be sold.

ENFORCEMENT

29. Enforcement of these restrictions and covenants may be by proceedings at law or in equity against any person or persons violating or attempting to violate any Restrictions or Covenant either to restrain such violation or proposed violation or to recover damages; such enforcement may be made by the Developers and/or the owner of any lot in said subdivision.

30. If any provision or portion of these protective covenants shall be declared invalid by judgement, court order, or otherwise, it shall not affect or invalidate any other provision or portion thereof. Failure to enforce any one or more provision hereof shall not constitute a waiver thereof or invalidate such



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