

(10) No cesspool(s) shall be constructed, installed or maintained or permitted in or upon any lot. No foul waste water or refuse or garbage or sewerage of any kind shall be permitted to be disposed of in or upon the soil or sand of any lot. All sewerage shall be conducted through pipes or wholly enclosed drains to an adequate and efficient septic tank or chemical disposal receptacle which shall not be closer than twenty-five (25) feet to any lot line of the lot on which it is installed. All disposal systems must be inspected and approved by the Board of Health.

(11) No manufacture of any sort, or storage of material, or activity of an offensive, dangerous noxious or ordorous nature, and excepting Lots 1 and 2, Block 3, no business or trade, shall be permitted, operated or conducted upon any lot or lots, or fraction of lot.

(12) The covenants, restrictions and conditions are to run with the land and shall be binding upon all persons and all parties claiming ownership of said lots until January 1, 1975, at which time such covenants, restrictions and conditions shall be automatically extended for successive periods of ten (10) years unless changed or modified by a vote of the majority of the then owners of the lots in said subdivision.

(13) If any owner of any lot, or his, her, their heirs or assigns, shall violate or attempt to violate any of the covenants, restrictions or conditions herein set forth, it shall be lawful for any other person or persons owning any real estate in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, restrictions or conditions, and to prevent him from so doing or to recover damages for such violation, Provided, that a breach of any such conditions, restrictions, or reservations shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any such lot, and, Provided, further, that such conditions, restrictions and reservations shall remain at all times in full force and effect as against any owner of any lot for reason of any breach thereof by any such owner, whether acquired by purchase, foreclosure, devise, inheritance, or any other manner, and Provided, further, that should any one or more of any such conditions, restrictions or reservations