6/25/63

196238 VOL 21 PAGE 319

EXHIBIT D

DEED RESTRICTIONS

Regarding Ville du Parc

Recorded Oct. 10TH, 1963, at 10:26 A.M., Vol. 21 of Deeds, at pages 319-328, as Document No. 196238, in the office of the Register of Deeds for Ozaukee County, Wisconsin.

THIS DECLARATION, made this 7th day of October, 1963, by VILLE DU PARC COMPANY, a partnership, hereinafter called "the developer",

W I T N E S S E T H :

WHEREAS the developer is the owner of approximately 595 acres of land in Sections 12 and 13, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, which includes therein Ville du Parc 1 (hereinafter called "Ville du Parc" or "Subdivision") and desires to subject Ville du Parc, and at a later date other parts of the foregoing land, to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth for the benefit of the Ville du Parc as a whole and for the benefit of each owner of any part of such Subdivision,

NOW THEREFORE the developer hereby declares that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

Definition of Terms. Family shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping unit, and shall exclude a group or groups of persons

where three or more persons thereof are not household employees or related by blood, adoption, or marriage. Association shall mean the Ville du Parc Homes Association, Inc.

ARTICLE I

Property Subject to this Declaration. The following property shall be subject to this declaration:

Ville du Parc, being a Subdivision of a part of Section 13, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

ARTICLE II

2.1 General Purpose. The general purpose of this declaration is to help assure that Ville du Parc and the remainder of the developer's property surrounding it will become and remain an attractive community and toward that end to preserve and maintain the natural beauty of certain open spaces and recreational areas to be owned by the developer and the Association; to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper spatial relationship of structures to other structures and lot lines.

2.2 Land Use and Building Type. No lot shall be used except for single-family, residential purposes. No building shall

be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling, not exceeding two and one-half stories in height and a private garage for not more than three cars, and other outbuildings incidental to residential use of the premises.

2.3 Architectural Control. In the interest of promoting attractive design, it is preferred but not required that any residence or garage be designed by an architect. No structure shall be erected, placed, or altered on any lot in the platted blocks involved until the building plans, specifications, and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors, with existing and planned structures, and as to location with respect to topography, neighboring buildings, setbacks, finish grade elevations, driveways and planting, by the Association's Architectural Control Committee, or by a representative designated by a majority of the members of said Committee. The Committee shall have the power to waive its right to review plans for nonresidential structures for a period of time or a particular area. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one year from the date of the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with.

2.4 Landscape Architectural Control. A landscape plan prepared by a qualified person or firm showing the proposed

development of the entire lot shall be submitted to the Association's Architectural Control Committee for approval within one year after the home is physically occupied. Within six months after the landscape plan shall have been approved by said Committee, provision shall be made for adequate surface drainage and the prevention of erosion and also no less than one-fifth of the proposed plant material by volume shown on the approved landscape plan shall be installed.

2.5 Dwelling Quality. The design, layout, and exterior appearance of each residence shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of high quality and will have no substantial adverse effect upon property values in the neighborhood.

2.6 Building Location. In lieu of predetermined setbacks and offsets, the location of any building on a lot shall be subject to precise site plan approval by the City of Mequon Plan Commission prior to the issuance of a building permit unless the developer and Plan Commission shall have earlier approved an overlay for the lot, in which case no part of any structure may be located outside that part of the lot shown on an overlay to the plat of Ville du Parc as the buildable area. Such an overlay may be determined by the developer and approved by the City of Mequon Plan Commission as to a particular court in the subdivision.

2.7 Maintenance Duties and Easements. When a building in conformity with the foregoing restrictions extends to the lot line of an adjoining lot, the owner of the building shall have the right to enter at reasonable times that part of such adjoining lot which lies within ten feet of the building for the purpose of painting, repairing, or otherwise maintaining it. When the eave or some other part of such building but not its base extends to the lot line, then

the owner of the adjoining lot shall have the right and obligation to maintain the area between the base of the building and that part of the common lot line to which the eave or some other part of such building extends. Maintenance of the area under such overhanging part of the building shall not result in the acquisition by adverse possession of any title or additional right to such area. If any part of a building extends to within one foot of the common lot line, it shall be considered as extending to the lot line for the purposes of this paragraph.

2.8 Membership in Parc-Wood Country Club. Because the City of Mequon required as a condition for its approval of the final plat of Ville du Parc that part of the Parc-Wood Country Club golf course adjacent to Ville du Parc be available for the aesthetic and recreational enjoyment of residents of the subdivision, all as provided in an open space easement recorded as Document No. 8217, pages 314-318 Volume 21 of Misc. in the Register of Deeds office for Ozaukee County, Wisconsin, no lot in Ville du Parc may be owned or leased by a person who shall not be first admitted to membership in the Parc-Wood Country Club or successor thereto. Resignation or expulsion from such Club shall not affect the right of any person to own a lot or to occupy a lot for the remainder of the term of his lease.

2.9 Transfer of Title to Lot. Notwithstanding the provisions of 2.8 above, the ownership or leasehold interest in a lot may be transferred to a person who is not a member of the Parc-Wood Country Club or successor thereto, provided that at least thirty days prior to such transfer, the owner of the lot shall have offered in writing to the developer the right to purchase or lease the lot on the identical terms of a bona fide offer to purchase or lease received from a third person. The developer, or an assignee of good credit standing chosen by him, may within twenty days of receiving such

written offer, accept it in writing. If the developer shall cease to own lots in the subdivision or any lots in other subdivisions of land adjacent to the Parc-Wood Country Club, the foregoing offer shall be made to both the Parc-Wood Country Club, Inc. and the Ville du Parc Homes Association, Inc., with the condition that it is acceptable within twenty days after receipt by the one of the joint addressees who first accepts it in writing.

2.10 Nuisances. No noxious odors shall be permitted to escape from any building site and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any building site.

2.11 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period. All signs shall be located ten feet back from the lot line.

2.12 Temporary Structures. No structure of a temporary character and no trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

2.13 Animals and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, or allowed to annoy neighbors.

2.14 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All

incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets. All homes shall be equipped with a garbage disposal unit connected with the sewer.

2.15 Water Supply. Each house shall be connected to the water supply of the city or public utility and no individual wells to provide water shall be permitted.

2.16 Sewage Disposal. Each home shall be connected with the municipal or other common sewer system and no septic tank or individual sewage system shall be permitted.

2.17 Fences and Walls. Plans showing exact location and construction details of fences, walls, hedges, or mass screen plantings shall be submitted to the Architectural Control Committee and be approved before they may be constructed or planted.

2.18 The owners and occupants of any lot which abuts a street or court for which the right-of-way is 30 feet or less in width shall have no right or cause of action against the City of Mequon, its employees, or agents for any damage caused to property located within 25 feet of the center of said right-of-way by the City, its employees, or agents in the course of maintaining and servicing such street or court. The foregoing provision may not be amended, modified, or repealed without the consent of the Common Council of the City of Mequon.

2.19 Television Aerials. Television aerials on the roof or exterior of any residence or structure shall be prohibited unless the power to approve such aerial is delegated to the Architectural Control Committee by a vote of two-thirds of the members of the Association and the Architectural Control Committee thereafter concludes that the proposed aerial in its particular location will not be esthetically unattractive.

ARTICLE III

Architectural Control Committee

3.1 Membership. The Architectural Control Committee shall be chosen and governed in accordance with the By-Laws of the Association.

3.2 Procedure. The Committee's approval or disapproval as required in these covenants shall be put in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction or require its removal has been commenced within one year of the date of the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IV

Charges, Assessments, and Special Assessments

4.1 All lots shall be subject to a general annual charge or assessment, determined solely by the Association, for the purpose of defraying the costs and expenses of the Association in carrying out its stated purposes and functions. The rate of the general charge or assessment shall be determined or fixed during the month of November or December of each year and shall be sufficient to raise an amount which, in the judgment of the Association's members represented at a meeting called for that purpose, may be required for the ensuing calendar year. Such charges or assessments shall be paid annually to the Association, on or before the first day of February in each year, and if not paid on or before such date the charges or assessments shall bear interest at the rate of six percent per annum from February 1 of such year until paid in full.

4.2 All lots shall also be subject to special assessment by the Board of Directors of the Association to cover all or any portion of the expenses incident to the enforcement of the recorded Deed Restrictions concerning said lot and for caring for vacant,

unimproved or unkempt lots and removing weeds, grass, or any other unsightly or undesirable objects therefrom.

4.3 The right to collect or enforce the collection of charges, assessments and special assessments is hereby exclusively delegated to the Association. The purchasers of lots, and any portion thereof, shall be personally obligated to pay such charges, assessments and special assessments upon the land purchased or to be purchased by them. All charges, assessments, and special assessments which are unpaid on February 1st of the year in which due shall from that time on become and remain a lien upon the lot until paid, with interest thereon. The Association shall have the sole right to bring any and all action and proceedings for the collection of the charges, assessments, special assessments, and Country Club dues and the enforcement of liens therefor.

ARTICLE V

5.1 Term. This declaration shall run with the land and shall be binding on all persons claiming under the developer for a period of ten years from the date this declaration is recorded, after which it shall automatically stand renewed for successive periods of ten years, provided that an instrument terminating or changing such covenants in whole or part, if signed by the owners of sixty percent of such lots, shall be effective as of the end of the term or any ten-year extension within which it is recorded.

5.2 Modification and Enforcement. These declarations can be amended at any time by the execution by the owners of ninety percent of the lots of an amendment and such amendment shall take effect from the date of the recording thereof. The Association shall have the sole right to enforce the provisions hereof by

proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of this declaration, either to restrain violation or to recover damages, or both.

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

IN WITNESS WHEREOF, the developer has signed and seal this instrument by its duly-authorized representative this 7th day of October, 1963.

VILLE DU PARC COMPANY, a partnership,
by Evans-Trumpf, Inc., a partner,

By _____
Harris K. Evans, President of
Evans-Trumpf, Inc.

By _____
Estelle B. Evans, Secretary of
Evans-Trumpf, Inc.

This instrument was drafted by Richard W. Cutler of Brady, Tyrrell & Brune.

REGISTER'S OFFICE
DOUGLAS COUNTY, NEB.
Received for record this 10th day of
Oct. A.D. 1963 at 1:15 o'clock
P.M. and recorded in Vol. 21 of
Miscellaneous Records page 328-329

EXHIBIT D
DEED RESTRICTIONS
Regarding Ville du Parc

THIS DECLARATION, made this 17th day of October, 1963 by VILLE DU PARC COMPANY, "partnership. Hereinafter called "the developer".

WITNESSETH:

WHEREAS the developer is the owner of approximately 595 acres of land in Sections 12 and 13, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, which includes therein Ville du Parc 1 (hereinafter called "Ville du Parc" or "Subdivision") and desires to subject Ville du Parc, and at a later date other parts of the foregoing land, to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth for the benefit of each owner of any part of such Subdivision.

NOW THEREFORE, the developer hereby declares that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

Definition of Terms. Family shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping unit, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption, or marriage. Association shall mean the Ville du Parc Homes Association, Inc.

ARTICLE I

Property Subject to this Declaration. The following property shall be subject to this declaration:

Ville du Parc, being a Subdivision of a part of
Section 13, Town 9 North, Range 21 East, in the
City of Mequon, Ozaukee County, Wisconsin.

ARTICLE II

2.1 General Purpose. The general purpose of this declaration is to help assure that Ville du Parc and the remainder of the developer's property surrounding it will become and remain an attractive community and toward that end to preserve and maintain the natural beauty of certain open spaces and recreational areas to be owned by the developer and the Association; to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to guard against the erection thereof of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate location thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper spatial relationship of structures to other structures and lot lines.

2.2 Land Use and Building Type. No lot shall be used except for single-family, residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other that one detached, single-family dwelling, not exceeding two and one-half stories in height and a private garage for not more than three cars, and other outbuildings incidental to residential use of the premises.

2.3 Architectural Control. In the interest of promoting attractive design, it is preferred but not required that any residence or garage be designed by an architect. No structure shall be erected, placed, or altered on any lot in the platted blocks involved until the building plans, specifications, and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors, with existing and planned structures, and as to location with respect to topography, neighboring buildings, setbacks, finish grade elevations, driveways and planting, by the Association's Architectural Control committee, or by a representative designated by a majority of the members of said Committee. The Committee shall have the power to waive its right to review plans for nonresidential structures for a period of time or a particular area. In the event, said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such structure or the making of much alterations or to require the removal thereof has been commenced before one year from the date of the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with.

2.4 Landscape Architectural Control. A landscape plan prepared by a qualified person or firm showing the proposed development of the entire lot shall be submitted to the Association's Architectural Control Committee for approval within one year after the home is physically occupied. Within six months after the landscape plan shall have been approved by said Committee, provision shall be made for adequate surface drainage and the prevention of erosion and also no less than one-fifth of the proposed plant material by volume shown on the approved landscape plan shall be installed.

2.5 Dwelling Quality. The design, layout, and exterior appearance of each residence shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of high quality and will have no substantial adverse effect upon property values in the neighborhood.

2.6 Building Location. In lieu of predetermined setbacks and offsets, the location of any building on a lot shall be subject to precise site plan approval by the City of Mequon Plan Commission prior to the issuance of a building permit unless the developer and Plan Commission shall have earlier approved an overlay for the lot, in which case no part of any structure may be located outside that part of the lot shown on an overlay to the plat of Ville du Parc as the buildable area. Such an overlay may be determined by the developer and approved by the City of Mequon Plan Commission as to a particular court in the subdivision.

2.7 Maintenance Duties and Easements. When a building in conformity with the foregoing restrictions extends to the lot line of an adjoining lot, the owner of the building shall have the right to enter at reasonable times that part of such adjoining lot which lies within ten feet of the building for the purpose of painting, repairing, or otherwise maintaining it. When the eave or some other part of such building but not its base extends to the lot line, then the owner of the adjoining lot shall have the right and obligation to maintain the area between the base of the building and that part of the common

lot line to which the eave or some other part of such building extends. Maintenance of the area under such overhanging part of the building shall not result in the acquisition by adverse possession of any title or additional right to such area. If any part of a building extends to within one foot of the common lot line, it shall be considered as extending to the lot line for the purpose of this paragraph.

2.8 Membership in Parc-Wood Country Club. Because the City of Mequon required as a condition for its approval of the final plat of Ville du Parc that part of the Parc-Wood Country Club golf course adjacent to Ville du Parc be available for the aesthetic and recreational enjoyment of residents of the subdivision, all as provided in an open space easement recorded as Document No. 196227, pages 314-318 Volume 21 of Misc. in the Register of Deeds office for Ozaukee Couty, Wisconsin, no lot in Ville du Parc may be owned or leased by a person who shal not be first admitted to membership in the Parc-Wood Country Club or successor thereto. Resignation or expulsion from such club shall not affect the right of any person to own a lot or to occupy a lot for the remainder of the term of his lease.

2.9 Transfer of Title to Lot. Notwithstanding the provisions of 2.8 above, the ownership or leasehold interest in a lot may be transferred to a person who is not a member of the Parc-Wood Country Club or successor thereto, provided that at least thirty days prior to such transfer, the owner of the lot shall have offered in writing to the developer the right to purchase or lease the lot on the identical terms in a bona fide offer to purchase or lease received from a third person. The developer, or an assignee of good credit standing chosen by him, may within twenty days of receiving such written offer, accept it in writing. If the developer shall cease to own lots in the subdivision or any lots in other subdivisions of land adjacent to the Parc-Wood Country Club, the foregoing offer shall be made to both the Parc-Wood Country Club, incl and the Ville du Parc Homes Association, Inc., with the condition that it is acceptable within twenty days after receipt by the one of the joint addresses who first accepts it in writing.

2.10 Nuisances. No noxious odors shall be permitted to escape from any building site and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any building site.

2.11 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or one sign on not more than five square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period. All signs shall be located ten feet back from the lot line.

2.12 Temporary Structures. No structure of a temporary character and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

2.13 Animals and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that that are not kept, bred or maintained for any commercial purpose, or allowed to annoy neighbors.

2.14 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition, and suitably screened from view from the streets. All homes shall be equipped with a garbage disposal unit connected with the sewer.

2.15 Water Supply. Each house shall be connected to the water supply of the city or public utility and no individual wells to provide water shall be permitted.

2.16 Sewage Disposal. Each home shall be connected with the municipal or other common sewer system and no septic tank or individual sewage system shall be permitted.

2.17 Fences and Walls. Plans showing exact location and construction details of fences, walls, hedges or mass screen plantings shall be submitted to the Architectural Control Committee and be approved before they may be constructed or planted.

2.18 The owners and occupants of any lot which abuts a street or court for which the right-of-way is 30 feet or less in width shall have no right or cause of action against the City of Mequon, its employees, or agents for any damage caused to property located within 25 feet of the center of said right-of-way by the City, its employees, or agents in the course of maintaining and servicing such street or court. The foregoing provision may not be amended, modified, or repealed without the consent of the Common Council of the City of Mequon.

2.19 Television Aerials. Television aerials on the roof or exterior of any residence or structure shall be prohibited unless the power to approve such aerial is delegated to the Architectural Control Committee by a vote of two-thirds of the members of the Association and the Architectural Control Committee thereafter concludes that the proposed aerial in its particular location will not be esthetically unattractive.

ARTICLE III
Architectural Control Committee

3.1 Membership. The Architectural Control Committee shall be chosen and governed in accordance with the By-Laws of the Association.

3.2 Procedure. The Committee's approval or disapproval as required in these convents shall be put in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction or require its removal has been commenced within one year of the date of the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IV
Charges, Assessments, and Special Assessments

4.1 All lots shall be subject to a general annual charge or assessment, det4ermined solely by the Association, for the purpose of defraying the costs and expenses of the Association in carrying out its stated purposes and functions. The rate of the general charge or assessment shall be determined or fixed during the month of November or December of each year and shall be sufficient to raise an amount which, in the judgement of the Association's member represented at a meeting called for that purpose, may be required for the ensuing calendar year. Such charges or assessments shall be paid annually to the Association, on or before the first day of February in each year, and if not paid on or

before such date the charges or assessments shall bear interest at the rate of six percent per annum from February 1 of such year until paid in full.

4.2 All lots shall also be subject to special assessment by the Board of Directors of the Association to cover all or any portion of the expenses incident to the enforcement of the recorded Deed Restrictions concerning said lot and for caring for vacant, unimproved or unkempt lots and removing weeds, grass, or any other unsightly or undesirable objects therefrom.

4.3 The right to collect or enforce the collection of charges, assessments and special assessments is hereby exclusively delegated to the Association. The purchasers of lots, and any portion thereof, shall be personally obligated to pay such charges, assessments and special assessments upon the lad purchased or to be purchased by them. All charges, assessments, and special assessments which are unpaid on February 1st of the year in which due shall from that time on become and remain a lien upon the lot until paid, with int4erest thereon. The Association shall have the sole right to bring any and all action and proceedings for the collection of the charges, assessments, special assessments, and Country Club dues and the enforcement of liens therefor.

ARTICLE V

5.1 Term. This declaration shall run with the land and shall be binding on all persons claiming under the developer for a period of ten years from the date this declaration is recorded, after which it shall automatically stand renewed for successive periods of ten years, provided that an instrument terminating or changing such covenants in whole or part, if signed by the owners of sixty percent of such lots, shall be effective as of the end of the term or any ten-year extension within which it is recorded.

5.2 Modification and Enforcement. These declarations can be amended at any time by the execution by the owners of ninety percent of the lots of an amendment and such amendment shall take effect from the date of the recording thereof. The Association shall have the sole right to enforce the provisions herof by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of this declaration, either to restrain violation or to recover damages, or both.

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

IN WITNESS WHEREOF, the developer has signed and sealed this instrument by its duly-authorized representative this 7th day of October, 1963.

VILLE DU PARC COMPANY, a partnership by Evans-Trumpf, Inc., a partner
By Harriss K. Evans, President of Evans-Trumpf Inc.
By Estelle B. Evans, Secretary of Evans-Trumpf, Inc.

This instrument was drafted by Richard W. Cutler of Brady, Tyrrell & Bruce