

each tract, a perpetual easement 33 feet in width along each edge of the herein described tract, for the purpose of erecting, constructing, and maintaining bridle paths, roadways, and public utility facilities, both underground and overhead. Grantor hereby reserves the right to change, layout a new, or discontinue any roadway, bridle path, or utility easement, in its sole discretion, that would be beneficial in serving any tract in Hoback Ranches. All claims for damages, if any, arising out of the construction, maintenance, and repair of roadways, bridle paths, and utilities, or on account of temporary or other inconvenience caused thereby against the grantor, or any utility company of any of their agents or servants are hereby waived by grantees hereof.

21. All roads constructed on any tract shall be constructed so far as practical to conform to the topography of the tract and not be visible to adjoining tracts.

22. All electricity and telephone utilities shall be placed underground. No overhead lines are permitted.

Said Protective Covenants, conditions, restrictions, and reservations shall be perpetual and shall apply to and be forever binding upon the grantees hereof, his heirs, executors, administrators, and assigns, and are imposed upon the realty described herein as an obligation and charge against the same for the benefit of the grantor herein and the owners of each adjoining tract, their successors and assigns, and as a general plan for the benefit of said tract and all tracts in Hoback Ranches.

If the owner of any tract conveyed by Hoback Ranches, or their heirs, or assigns shall violate any of the covenants or conditions hereinabove set forth, it shall be lawful for the grantor or any other person owning a tract conveyed by Hoback Ranches to prosecute any proceedings at law or in equity against the person or persons violating any of the covenants or conditions, and either to prevent him from doing so, or to recover damages, including costs and reasonable attorney fees, for such violation, or both.

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."