

laches, waiver, estoppel, condemnation or failure of title as to any part or lot of said tract be of any effect or modify, invalidate or annul any grant, covenants or agreements herein, with respect to the remainder of said tract, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

(f) If the owner or owners of the tract of land subject hereto or any lot or portion thereof, their heirs, executors, administrators, grantees or assigns, hereinafter owning any of the parcels of land or part thereof shall infringe or attempt to infringe or omit to perform any covenant or restriction aforesaid which is by the provisions hereof to be kept and be performed by it, or him or them, it shall be lawful for any person owning any parcel of land embraced in said covenant, or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase), or the said Trustees in behalf of or for the benefit of themselves aforesaid, to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent it, him or them from doing so, or to recover damages, including attorney fees and Court costs for such infringement or omission. It is hereby declared and provided that while the covenants aforesaid shall be valid and binding and must be observed, kept and performed by every owner and occupant of said parcels of land, or any part thereof, embraced in such covenant or covenants, yet they are not to be enforced personally against the Party of the First Part and Party of the Second Part or against their successors and assigns, unless they, while owning or occupying or controlling some parcel of land or part thereof, shall have violated or failed to perform the covenant embracing such parcel or part thereof. It is and is hereby declared to be that each of the covenants and restrictions herein contained shall attach to and remain with each parcel of land in said area and go with all titles, interest and estates in same, and be binding upon every owner or owners, lessees and their occupants, of any parcel of land as fully as if expressly contained in proper and obligatory covenants and conditions in each contract and covenant of and concerning such parcels of land or any part thereof.

(g) Notwithstanding any other conditions herein, the Trustees shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any municipality of which the Subdivision may become a part.

(h) Perpetual cross easements for utilities and sewers are hereby established over such utility and sewer easements as may be established of record in any subdivision of land described in Exhibit A, to the end that the present and future owners of any lot in any such subdivision, and any utility shall have access to all such easements in all such subdivisions for utility and sewer purposes.

(i) Perpetual cross easements in favor of the present and future owners of all lots as may be shown on any future record