

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 25th day of April, 1973 by Sugar Valley Lakes, a limited partnership, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent lake, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of the values and amenities in said community and for the maintenance of said lake, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and;

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has or will cause to be incorporated under the laws of the State of Kansas, as a non-profit corporation, SUGAR VALLEY LAKES HOMES ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Sugar Valley Lakes Homes Association.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II, hereof.
- (c) "Common Properties" shall mean and, refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or situated upon The Properties but, notwithstanding any applicable theory of law, shall not mean or refer to the holder of a contract for deed unless and until such holder has acquired title pursuant to the terms and conditions of the contract for deed.
- (f) "Purchaser" shall mean and refer to any purchaser whether one or more persons or entities, of any lot under a contract for deed or other agreement. Provided however, any person or entity which has defaulted in the performance of any of the payments, terms and conditions of the contract for deed shall cease to be a Purchaser within the meaning of this declaration, so long as they shall remain in default. Nothing in this declaration shall in any way impair the Developer's right to terminate a contract for deed in accordance with the provisions therein.
- (g) "Member" shall mean and refer to all those owners and purchasers who are members of the Association as provided in Article IV, Section 1, hereof.

ARTICLE II

Property Subject To This Declaration: Additions Thereto

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in Linn County, Kansas and is more particularly described as follows:

TRACT A.

NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 19, and the west $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of section 20, all in Township 22 South, range 24 East of the Sixth Principal Meridian, containing 120 acres, more or less.

TRACT B.

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 18; Southwest $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 17; and the south $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 23, all in Township 22 South, Range 24 East of the Sixth Principal Meridian, containing 320 acres, more or less, subject to street, alley and public utilities right-of-way and building restrictions, driveway easement, party wall agreement and community contract, if any, shown of record.

TRACT C.

Northeast $\frac{1}{4}$ of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, the North $\frac{1}{2}$ of the southwest $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$, all in Section 20, Township 22, of Range 24, containing 360 acres, more or less, and subject to street, alley and public utilities right-of-way and building restriction, driveway easements, party wall agreement and community contract, if any, shown of record.

TRACT D.

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 19; the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20; and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 30; all in township 22 South, Range 24 East of the Sixth P.M., Linn County, Kansas, containing 200 acres, more or less, and subject to street, alley and public utilities right-of-way and building restrictions, driveway, easements, party wall agreements and community contract, if any, shown of record.

TRACT E.

North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ and of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ in Section 19, Township 22, Range 24, 120 acres, more or less, and subject to street, alley and public utilities, right-of-way and building restrictions, driveway easement, party wall agreement and community contract, if any, shown of record.

TRACT F.

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 22 South, Range 24 East of the Sixth P.M., Linn County, Kansas; except a tract of land described as follows: That part of the Northwest $\frac{1}{4}$ of Section 19, Township 22 South, Range 24, lying West and North of the public road, known as the Jefferson Highway and also as Highway No. 7, being a small triangular tract of land, containing one acre, more or less, and subject to street, alley and public utilities right-of-way and building restrictions, driveway easement, party wall agreement and community contract, if any, shown of record.

All of which real property shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer, its heirs and assigns, shall have the right to bring within the scheme of this declaration additional properties in future stages of the development, provided that such right shall terminate on April 25th, 1983.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any of the added properties and as are not inconsistent with the scheme of this Declaration revoke, modify or add to the covenants established by this Declaration within the existing Property.

(b Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of the Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with the Existing Property except as hereinafter provided.

ARTICLE III Restrictions, Covenants and Reservations

Section 1. For the purpose of providing an orderly development of The Properties and the preservation of their character primarily as a recreational area and for the further purpose of insuring adequate restrictions and covenants for the protection of all Owners and Purchasers and for the mutual benefit of the Association, the Developer does hereby impose the following restrictions, covenants and reservations which shall be binding upon all Purchasers and Owners of a Lot (s).

(a) The dwelling house shall face the street upon which the lot fronts and no part thereof shall be nearer than 25 feet from the front lot line, or 10 feet on the side or back lot line.

(b) All other structures shall be in the rear of dwelling house and shall be slightly, of neat construction and of a character to enhance the value of the property.

(c) No outside toilets shall be allowed. When any improvements are erected on any lot, the Owner or Purchaser shall at the same time construct and install adequate sewage disposal facilities, approved by the Developer and the Association, unless other sewage facilities have already been provided.

(d) No debris, junk or unsightly accumulation of materials shall be allowed to remain on remises.

(e) All materials for the construction of the outside of the dwelling shall be new. All buildings will be finished and painted or stained on the outside. All plans for construction shall be submitted to the Developer and the Association for approval before construction starts.

(f) In addition to the foregoing restriction and stipulations, no dwelling shall be constructed on any Lot, nor shall any dwelling be moved or maintained thereon, with less than 600 square feet of floor space. No basement shall be occupied until the dwelling is completed. All buildings must be finished on the outside. The dwelling house shall be completed on the exterior within six months after commencement of construction of any type. If a lot is in mobile home section the square footage minimum must be 500 feet.

It is recognized that Plats 5, 7, 9, 17, 18, 19, and 22, of Sugar Valley Lakes Subdivision and Plats 3, 4, 8, 9, and 10 of Hidden Valley Lakes Subdivision have been and they are hereby designated as the mobile home or camper section. No mobile home, camper, trailer, tent, or any other temporary structure shall be placed on any lot outside the mobile home or camper section except when being used by the owner or his guests for temporary camping, or for use while constructing a permanent dwelling. No mobile homes, trailers, campers, outbuildings, or garages shall be used as permanent dwellings outside the mobile home or camper section unless specifically approved in writing by the architectural committee, it being the intent of the Association to make all residences outside the mobile home or camper section permanent dwelling houses.

(g) A flowage easement (for flood water conditions) shall extend to an elevation of 977 feet on all lots. The normal water level elevation is 970 feet. All permanent residential building below the 977 foot elevation is prohibited.

h) No signs may be placed or maintained on any lot except in the area approved for commercial use.

(i) Discarding of refuse in the lakes, on the street, parks, or any area, or the altering, defacing, or damaging of any signs, equipment, or facilities located on The Properties is prohibited. Molesting of swans, geese, ducks or any wildlife is prohibited.

(j) Lakes, swimming areas and all recreational facilities are for sole use of Members, their immediate families and guests. Guests must be in the company of a Member.

(k) The Association and the Developer shall have an easement and right-of-way over a strip along the sides, front and rear boundary lines of the lot or lots in said addition, not exceeding ten (10) feet on each of said side and front boundary lines, and not exceeding ten (10) feet on the rear boundary lines, for the purpose of installation and maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewage, and any appurtenance to the supply lines therefore, including the right to remove and/or trim trees, shrubs, or plants.

(l) The Association and the Developer shall have an easement and right-of-way over a strip of land all around the lakes from a point 10 feet from the waters' edge up the bank. Such easement shall extend the right of use to all Members as well as their immediate family and guests but shall not entitle them to the use of any docks, boats or other personal property of the Owner or Purchaser.

(m) Discharging of firearms, anywhere upon the properties is prohibited.

(n) The foregoing stipulations, restrictions and conditions are imposed for the benefit of each and every lot, and shall constitute covenants running with the land; the Owners, the association and its Members, their successor and assigns, may prosecute proceedings at law or in equity to prevent or remedy the violation of such restrictions and covenants, and secure redress for damages suffered on account of such violation.

ARTICLE IV

Membership and Voting Rights in the association

Section 1. Membership. Every person or entity who (a) is a Purchaser, as defined in article I, Section 1 (f) hereof, of any lot, which is subject by covenants of record to assessment by the Association or (b) is an Owner of any lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. Each Member of the Association shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

ARTICLE V

Property Rights in the Common Properties

Section 1. Members Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns that it shall convey the Common Properties to the Association, free and clear of all liens and encumbrances, not later than April 25th, 1983.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to

Mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored: and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above - described properties against foreclosure; and

(c) The rights of the Association, as provided in its Articles and bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast twenty percent (20%) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE VI

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Purchaser of any lot and each owner of any lot by execution of a contract for deed or by acceptance of a deed therefore, whether or not it shall be so expressed in any such contract or deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

For purposes of this ARTICLE, "multiple owner or purchaser" shall mean and refer to ownerships or purchases by

- (1) more than one family unit;
- (2) two or more individuals not members of the same family unit; or
- (3) any business or non-profit entity.

For purposes of this ARTICLE, "family unit" shall consist of a head of household, the spouse of the head of household and any unmarried children eighteen years of age and under.

The annual assessment for a single ownership shall be the amount per lot owned, as established by Section 3 herein.

The annual assessment for multiple ownerships shall be as follows:

- (1) the amount per lot established by Section 3 herein for each family unit where multiple ownership is by more than one family unit,
- (2) the amount per lot as established by Section 3 herein for each individual where multiple ownership is by more than one individual,
- (3) the amount per lot as established by Section 3 herein for each individual or family unit where the multiple ownership is by a business or non-profit entity and the individual or family units is authorized by the business or non-profit entity to use the facilities at Sugar Valley Lakes.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the owners or purchasers, whether single or multiple, and both jointly and severally, as provided above, who were the owners or purchasers of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of annual Assessments. Pursuant to the original Declaration of covenants and Restrictions and the actions of the Homes Association, the annual assessment for the year beginning January, 1981, was and shall be \$50.00 per lot. From and after January 1, 1981, the annual assessment may be increased by a vote of the members, as hereinafter provided for the next succeeding three years and at the end of each such period of three years for each succeeding three years. Thus the annual assessment may be increased by a vote of the members as hereinafter provided, for the years from and after January 1, 1984.

The board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

From and after the effective date of this amendment to the Declaration of Covenants and Restrictions, the annual assessment for both single and multiple ownerships may be increased or decreased by the Board of Directors of the Association for each succeeding year by an amount equal to the increase or decrease in the Consumer Price Index as calculated by the United State Government.

Section 4. Special Assessments for capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal Property related thereto, provided that any such assessment shall have the assent of the majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by section 3 hereof prospectively for any such period provided that any such change shall have the assent of the majority of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast twenty (20%) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting and the required quorum at any preceding meeting shall in no event be less than ten (10 %) percent of the membership entitled to cast votes.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The association shall upon demand at any time furnish to any member a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the owner: The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Member, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Member to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six per cent per annum, and the Association may bring an action at law against the Member personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment .

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all lots and other properties to which the Developer holds of record a fee or undivided fee interest in, whether presently owned by the Developer or acquired subsequent to the recording of this Declaration; (b) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (c) all Common Properties as defined in Article I, Section 1 hereof; (d) all properties exempted from taxation by the laws of the State of Kansas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII Architectural control committee

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Developer and the Board of Directors of the Association, or by the Developer and any architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Developer and the Board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII
Exterior Maintenance

Section 1. Exterior Maintenance. In addition to maintenance upon the common Properties, the Association may at the request of the Owner or Member provide exterior maintenance upon each lot which is subject to assessment under Article IV hereof, as follows, paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article VI hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner or Member and shall become due and payable in all respects as provided in Article VI shall become hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article VI hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner or Member as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner or Purchaser to enter upon any Lot at reasonable hours on any day.

ARTICLE IX
General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association and its Members, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 10 years from the date of this Declaration is recorded, after which time said covenant shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then- -Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate in any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the association and its Members, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.