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Aymeric G. Schneider
BOONE COUNTY RECORDER

BELVIDERE PRAIRIE PLACE
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 3rd day of March 2003, by AMCORE INVESTMENT GROUP, INC. N.A. as Trustee of its Trust Number 01-14496, hereinafter called "Trustee"

WITNESSETH:

WHEREAS, Trustee is the owner of record of the real property described in Article II of this declaration and desires to create thereon a residential community with common recreational and park areas and other facilities for the benefit of the community and to sell lots therein for the construction of residential buildings thereon, and

WHEREAS, Trustee desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common recreational and park areas and 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, to the covenants, restrictions, easements, charges and liens set forth, all for the benefit of the said property and the owners thereof, and

WHEREAS, Lobdell & Hall Inc., as Developer of the community, will undertake to carry out the objects and purposes of these covenants and restrictions, and

WHEREAS, Developer will cause the incorporation of BELVIDERE PRAIRIE PLACE HOME OWNERS ASSOCIATION under the laws of the State of Illinois as a Not For-Profit Corporation to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessment and charges hereinafter created,

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

ARTICLE I: DEFINITIONS

“Association” shall mean BELVIDERE PRAIRIE PLACE HOME OWNERS ASSOCIATION.

“Architectural Review Agent” shall mean Lobdell & Hall Inc., Rockford, Illinois, or that person or persons appointed by Lobdell & Hall, Inc. or its successors or assigns acting as the Architectural Review Agent or Agents.

“Common Properties” shall mean those areas of The Properties shown or designated on any recorded subdivision plat of, or other recorded instrument relating to, The Properties and intended to be devoted to the common use and enjoyment of the Owners of The Properties, as indicated by appropriate legends on said recorded subdivision plats or instruments; Common Properties shall include, but not be limited to, Lot Seventeen (17).

“Developer” shall refer to Lobdell & Hall, Inc., an Illinois corporation, or its successors or assigns.

“Existing Property” shall have the meaning designated in Article II.

“Improvement” or “Improvements” shall mean and include any and all buildings, outbuildings, additions to existing buildings or structures, driveways, fences, dog runs, or kennels, pools, decks, antennae, satellite dishes, and all other structures of every kind and description.

“Living Area” shall mean that portion of any Residential Dwelling normally used for human habitation, and specifically excluding any basement areas, garage (whether attached or unattached) and attic.

“Lot” shall mean any plot of land shown upon any recorded subdivision map of The Properties.

“Member” shall mean each Owner who is a member of the Association as provided in Article III hereof.

“Owner” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties, providing that when any such Lot has been improved with a Residential Dwelling then “Owner” shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to such Residential Dwelling, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other proceeding in lieu of foreclosure authorized by the laws of the State of Illinois.

“The Properties” shall mean and refer to all such Existing Property, and additions thereto, as are subject to this declaration or any supplemental declaration.

“Residential Dwellings” shall mean any Improvement designed or used for human habitation.

“Residential Lot” shall mean any one of Lots One (1) through Thirty-four (34), inclusive, all in the Existing Property, and any other Lot designated or zoned for residential use and later subject to the provisions of this Declaration.

“Single-Family Residential Dwelling” shall mean a Residential Dwelling designed and used for the habitation of a single family.

“The Subdivision” shall mean Belvidere Prairie Place Subdivision, as shown on Final Plat No. 1 which is recorded as Document No. 2002R11393, Envelope No. 272-B, in the office of the Recorder of Deeds in Boone County, Illinois.

“Trustee” shall mean THE AMCORE INVESTMENT GROUP INC., N.A., as trustee of its Trust Number 01-14496, and all successor trustees.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

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 the County of Boone, Illinois, is sometimes referred to herein as the “Existing Property” and is more particularly described as follows:

Lots 1 through 34 of the Final Plat No. 11 Belvidere Prairie Place Subdivision, the Plat of which Subdivision is recorded as Document Number 2002R11393, Envelope No. 272-B in the office of the Recorder of Deeds in Boone County, Illinois, being a subdivision of part of the East ½ Southwest Quarter of Section 28, T. 44 N., R. 3 E. of the 3rd P.M., situated in the City of Belvidere, Boone County, Illinois.

Section 2. **Additions to Existing Property**. Additional properties may become subject to this Declaration (and thereby become part of the Existing Property) in the following manner:

(a) **Additions in Accordance with the General Plan of Development**. A titleholder of the land depicted on Exhibit A attached hereto, which is not initially subject to this Declaration (the “Additional Properties”), shall have the right to subject such Additional Properties owned by it to this declaration provided that such additions are substantially in accord with the General Plan of Development of BELVIDERE PRAIRIE PLACE shown in Exhibit A attached to this declaration,

(1) Exhibit A shows the general plan intended to be followed in the of BELVIDERE PRAIRIE PLACE community and indicates the approximate size, location, and proposed land uses of Additional Properties.

(2) The proposed additions to the Existing Properties if made, will become subject to assessment for their just share of Association expenses.

(3) Notwithstanding the foregoing, the titleholder of the additional lands depicted on Exhibit A is not under any obligation to make the proposed additions or in the exact matter shown on Exhibit A.

(4) Any additions authorized under this Section shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the Additional Properties which shall extend the scheme of the covenants and restrictions of this declaration to such property.

(5) Such supplementary declaration may contain such complementary additions and variations of the covenants contained in this declaration as may be necessary to reflect the different character, if any, of the Additional Properties and as are not inconsistent with the scheme of this declaration. In no event, however, shall such supplementary declaration revoke, modify, or add to the covenants established by this declaration within the Existing Property.

(6) Any platted lots or any subdivision created in accordance with the Illinois Plat Act shall be considered Residential Lots, Common Properties, or the Subdivision, respectively, if included in Additional Properties which become part of the Existing Properties.

(b) **Approval by Association.** Upon approval in writing of the Association pursuant to a two-thirds vote of its Members, the owner of any property who desires to add it to the scheme of this declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, substantially similar to, and consistent with, these Covenants and Restrictions. This voting requirement shall not apply to the Additional Properties, which may be subjected as set forth above.

(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 with The Properties 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: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. **Membership.** Every person or entity who is an Owner shall be a Member of the Association provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. **Voting Rights.** Each Member is entitled to one vote, except that: 1) where there is more than one Member for a particular Lot or Residential Dwelling no more than one

vote may be cast for that Lot or Residential Dwelling; and 2) where a Member is an Owner of more than one Lot or Residential Dwelling, the Member may cast one vote for each Lot or Residential Dwelling of which he is an Owner.

(a) Notwithstanding anything to the contrary herein Developer shall exercise all voting rights of the Trustee as record Owner of Lot or Residential Dwellings.

(b) Any Member's voting rights may be suspended by the Board of Directors in accordance with the Bylaws if such Member is delinquent in the payment of assessments imposed according to the Covenants and Restrictions.

(c) For purposes of determining the votes allowed under this Section, when Residential Dwellings are counted, the Lot or Lots upon which such Residential Dwellings are situated shall not be counted.

ARTICLE IV: PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. **Members' Easements of Enjoyment.** Subject to the provisions of Section 4 of this Article IV, the Owner from time to time of each Lot or Residential Dwelling shall have an easement of use and enjoyment in and to the Common Properties for recreational, social, community and park purposes, exercisable in the manner hereinafter set forth, but subject to the provisions of the plat of the Subdivision. Such easement of use and enjoyment shall be exercisable only by such an Owner who qualifies as a member as provided in Article III, Section 1, hereof and whose Lot or Residential Dwelling is subject to the assessments described in Article V. No reference in any deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this declaration, shall be necessary to create and reserve such easements and rights to the grantees, mortgagees and trustees of such parcel.

Section 2. **Delegation of Use.** Subject to the provision of Section 4 of this Article IV, any Member may delegate accordance with the Bylaws, his right of enjoyment to the Common Properties to his immediate family and his guests, and also to his tenants or contract purchasers who reside on the property.

Section 3. **Title to common Properties.** The Association shall hold fee simple legal title to the Common Properties, subject to the Covenants and Restrictions contained herein, and any provisions of the subdivision plat of the Properties.

Section 4. **Extent of Member's Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to borrow money for the purposes of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any mortgage, the lender shall have 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;

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

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

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

(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 condition thereof, shall be effective unless an instrument is recorded which agrees to such dedication transfer, purpose or condition and such instrument is signed by the Board of Directors after being duly authorized by a vote of two thirds of the Members at any meeting at which the quorum described in Article V, Section 7, is present, provided that no such vote shall be effective unless written notice of the meeting and proposed action is sent to every Member at least thirty days in advance of the meeting; and

(f) The right of the Association from time to time in accordance with the Bylaws to limit the number of Members' guests and their frequency of use of the Common Properties and to establish such other rules as may be reasonably necessary to maintain the amenities and usefulness of the Common Properties.

Section S. **Acceptance of Land.** In the event that land designated on the plat of Subdivision to be dedicated to the Belvidere Township Park District or to the Boone County Conservation District is not accepted by either such body, then the Association shall accept a deed to such property from the owner and shall own such property pursuant to the provisions of this Declaration.

ARTICLE V: COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** Subject to the conditions and limitations expressed below in this Article, each Owner of any Lot other than the Trustee, by acceptance of a deed thereof or whether or not it be so expressed in such deed or other conveyance, shall be deemed to covenant and agree from and after his Lot or Residential Dwelling has once become occupied, or if not occupied, six months after becoming such Owner, to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost 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 cost of collection thereof as hereinafter

provided shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. **Limited Liability of Trustee.** Trustee covenants and agrees that it will pay all maintenance and public liability insurance expense and taxes in connection with the Common Properties for a period of one year after the date of this declaration. It shall not be liable for any annual or special assessment at any time; nor for any capital improvement, expense or the cost of maintenance of any capital improvement after said one year period.

Section 3. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, pleasure and welfare of the residents within 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 and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and replacement and additions thereto, and for the cost of labor, equipment, materials management and supervision thereof.

Section 4. **Basis of Annual Assessments.** The annual assessment shall be \$100.00 per Lot or Residential Dwelling, subject to such increase or decrease as is hereinafter provided.

Section 5. **Change in Annual Assessments.** The Association may change the assessments fixed hereunder prospectively, provided that any such change shall have the approval of two thirds of the votes of Members entitled to vote at a meeting called for this purpose, written notice of which shall be sent to all Members at least thirty days in advance, setting forth the purpose of the meeting.

Section 6. **Special Assessments for Capital Improvements.** Subject to the limitations as to the Trustee, in addition to the annual assessments authorized above; the Association may levy a special assessment which shall be imposed against each Lot in The Properties to the same extent and in the same proportion as the annual assessments described above, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of any capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds of the votes of Members entitled to vote at a meeting called for this purpose written notice of which shall have been sent to all Members at least thirty days in advance, setting the purpose of the meeting.

Section 7. **Quorum for Any Action Authorized Under Sections 5 and 6.** The quorum required for any action authorized by Sections 5 and 6 hereof shall be as follows:

At the first meeting of Members called, as provided in Sections 5 and 6 of this Article V, the presence in person or by proxy of Members entitled to cast 30 percent of all the votes of the membership shall constitute a quorum, If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 8. **Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association. Subject to Section 1 of this Article V, the initial assessment for a Lot shall be prorated according to the date of the initial conveyance from the Trustee, or its successor or assign, of a Lot to the first Owner of such Lot.

Section 9. **Duties of the Board of Directors.** Subject to the limitations heretofore expressed in this Article V, the Board of Directors of the Association shall fix the date of commencement of the assessment against each Lot and Residential Dwelling for each assessment period at least thirty 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 Owner.

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 Owner liable for assessments a statement in writing signed by an officer of the Association, setting forth the status of said Owner's assessments. Such statement shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. **Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of Association.** If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, be continuing lien on the property in favor of the Association which shall bind such property in the hands of the then Owner, his heirs, devisee, personal representatives and assigns until paid. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and his personal obligation shall not pass to his successors in title unless expressly assumed by them, although the delinquent assessment will remain a lien on the land until satisfied. Such lien may be perfected by the filing of a written notice thereof in the Recorder's Office.

If an assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent per annum, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filling 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 11. **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 transfer of such property pursuant to a decree of a foreclosure, or any other proceeding in lieu of foreclosure. Such transfer shall not relieve such property from liability for my assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. **Exempt Property.** The following property interests subject to this declaration shall be exempted from the assessments, charge and lien created herein: (a) all Common Properties as defined in Article I hereof; and (b) all properties owned by the Trustee. The grantee of easement or other interest therein dedicated or grunted to a public utility shall not be subject to any assessment, charges or liens created herein.

ARTICLE VI: RULES GOVERNING USE OF COMMON PROPERTIES

Rules and restrictions governing use of the Common Properties shall be those prescribed from time to time in accordance with the Bylaws of the Association.

ARTICLE VII: CONDITIONS AND RESTRICTIONS TO RUN WITH THE LAND

Section 1. **General.** The conditions and restrictions of this declaration, with the express exceptions of Article VIII, apply to The Properties and shall be construed to be covenants running with the land, and shall be binding on all grantees, their heirs, devisees, succession and assigns and on all persons claiming by, through, or under them or any of them until July 1, 2023. From that date, the restrictions and conditions shall continue to constitute covenants running with the land unless modified or terminated by a written statement signed by Owners of at least two-thirds (2/3) of the Lots and recorded with the Office of the Recorder of Deeds, Boone County, Illinois.

Section 2. **Residential Lot Restrictions.** The conditions and restrictions of Article VIII shall apply only to Residential Lots and Common Properties, and shall be construed to be covenants running with the land for those Residential Lots and Common Properties, and shall be binding on all grantees, their heirs, devisees, successors and assigns and on all persons claiming by, through, or under them or any of them until February 14, 2003. From that date, the restrictions and conditions shall continue to constitute covenants running with the land unless modified or terminated by a written statement signed by Owners of at least two-thirds (2/3) of the Residential Lots and recorded with the Office of the Recorder of Deeds Boone County, Illinois.

ARTICLE VIII: CONDITIONS AND RESTRICTIONS FOR RESIDENTIAL LOTS AND COMMON PROPERTIES

Section 1. No commercial vehicles, trucks, mobile homes, motor homes, campers, boat or horse trailers, inoperable or junk vehicles, trailers, boats, snowmobiles or other recreational vehicles shall be stored on any Lot for a period of more than seven (7) days unless said vehicle has been screened or shielded from view in a manner approved by the Architectural Review Agent.

Section 2. No commercial vehicles in excess of 10,000 lb. gross vehicle weight shall be stored or parked on any Lot in the subdivision except during the course of construction of The Subdivision or any approved Improvements.

Section 3. No visible tank for the storage of oil, gas any other material shall be erected or maintained on any Lot.

Section 4. Except as hereinafter provided, no stables, kennels, or other quarters shall be erected, maintained or used on any Lot for stabling or accommodating any horses, dogs, cats, cattle, swine, goats, sheep, bees, fowl, or any other animals. One outdoor dog run is permitted on a Lot with the written approval of the style, material and location of the run on the Lot by the Architectural Review Agent.

Section 5. No fence of any type shall be erected on any Lot without being approved by the Architectural Review Agent.

Section 6. Except as hereinafter provided, no advertising sign or billboard, other than a single temporary "For Sale" or "For Rent" advertising sign of not greater than six (6) square feet in size, shall be erected or maintained on any Lot. A sign displaying the name of the general contractor, developer, real estate broker, real estate agent and title company may be erected and maintained on Lot 1 during construction of the houses provided that the sign is removed immediately after the sale of the last house on The Properties.

Section 7. No building shall be erected, maintained or used on any Lot for manufacturing, commercial, industrial or business purposes unless duly authorized by the Village of Timberlane as defined by its Home Occupation Ordinances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance.

Section 8. Only one Residential Dwelling may be erected or constructed on any Residential Lot. Only Single-Family Residential Dwelling may be erected or constructed on any Residential Lot.

Section 9. No Improvement may be constructed, and the structural exterior of any approved Improvement may not be modified without first obtaining the written approval of all plans, specifications and elevations by the Architectural Review Agent. These restrictions shall not prohibit installation of any antenna or satellite dish on a Lot or Residential Dwelling, subject, however, to approval of the Architectural Review Agent, which approval right shall be exercised to allow placement of an antenna or satellite dish so as to allow adequate reception and enhance and maintain the aesthetic quality of the Existing Properties.

Section 10. All driveways are required to be surfaced with blacktop or concrete within Six (6) months of the completion of the Residential Dwelling on any Residential Lot. The Architectural Review Agent may grant written extension of this time limit upon a showing that weather did not permit compliance with this requirement.

Section 11. The front facades of all Residential Dwellings of the same color or of a substantially similar design shall not be located across the street from one another (Lots of 30% or greater front lot line overlap shall be deemed across the street for purposes of this paragraph) or on adjacent lots.

Section 12. For any of the foregoing Conditions and Restrictions which require approval by the Architectural Review Agent, approval shall be sought by submitting a written request to the Architectural Review Agent, including all documents or other information required by these

Conditions and Restrictions or by the Architectural Review Agent. The Architectural Review Agent shall approve or deny the request in writing within thirty (30) calendar days of the Agent's actual receipt of the request for approval. Approval or Denial is effective upon deposit postpaid in the United States Mail. Failure of the Architectural Review Agent to approve or deny the request in writing within thirty calendar days of receiving the request shall constitute a constructive approval of the request. Approval or denial of any such request shall be in the Architectural Review Agent's sole discretion.

ARTICLE X: SPECIAL SERVICE DISTRICT

Section 1. **General.** The Properties are subject to the provisions of City of Belvidere ordinance #419G, authorizing the execution of an annexation agreement recorded in the Boone County Recorder's office on February 28, 2003, as document no. 03 803230, which among other matters, subjects the Properties to the creation of a Special Service District for future construction of urban improvements to Newburg Road. The City of Belvidere ordinance number 421G annexing certain property to the City of Belvidere was recorded in the Boone County Recorder's Office on August 14, 2001 as document no. 01R08281. A notice of special service area was recorded in the Boone County Recorder's Office on October 15, 2001 as document no. 01R10645. A copy of City of Belvidere Ordinance Number 4220 is attached hereto as Exhibit B.

ARTICLE X: GENERAL PROVISIONS

Section 1. **Non-Waiver.** None of the Restrictions or Covenants shall be deemed to have been waived by reason of a failure to enforce their provisions.

Section 2. **Enforcement.** The Trustee, the Developer, the Architectural Review Agent, and any Owner shall be entitled to enforce any of the foregoing Restrictions and Conditions by proceedings at law or equity, PROVIDED, that Owners may not seek to enforce any Restriction or Condition without first notifying the Architectural Review Agent of the alleged violation and giving the Architectural Review Agent thirty (30) calendar days to seek its correction.

Section 3. **Attorneys Fees.** In any successful suit brought to enforce a Restriction or Condition, or to seek damages for its breach, the prevailing party shall be entitled to its attorneys fees.

Section 4. **Severability.** In the event that any Restriction or Condition, or of any portion of any Restriction or Condition, shall be found to be invalid by a court of competent jurisdiction, that provision shall be null and void and the remaining Restrictions and Conditions shall remain in full force and effect.

Section 5. **Assignment.** The rights, privileges, and powers retained by the undersigned shall be assignable, and shall inure to the benefit of its successors and assigns.

Section 6. **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

