

July 2019

SILVER RIDGE PARK WEST
HOMEOWNERS ASSOCIATION, INC.

DECLARATION
OF
COVENANTS AND RESTRICTIONS

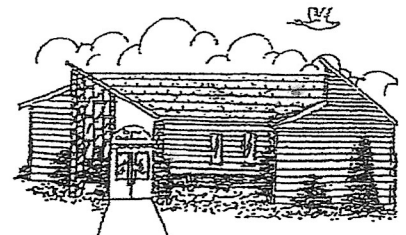


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NOTES:

DECLARATION OF COVENANTS AND RESTRICTIONS
SILVER RIDGE PARK WEST HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION made this Fifteenth day of April in the year of our Lord One Thousand Nine Hundred and Seventy-Four, by R. F. DOSS, INC., a corporation of the State of New Jersey, having its principal office in the Township of Dover, in the County of Ocean and State of New Jersey, hereinafter, and within the text of this instrument, referred to as the Developer.

WHEREAS, R. F. DOSS, INC., is the owner of certain lands and premises situated lying and being in the Township of Berkeley, in the County of Ocean and State of New Jersey, more particularly described in Article 2 of the within Declaration, and desires to create a planned residential retirement community consistent with appropriate ordinances of the Township of Berkeley, a municipal corporation of the State of New Jersey, which shall provide for open spaces, single family dwellings, and other facilities for the benefit of said community; and

WHEREAS, the Developer desires to provide for and assure the preservation of the values and amenities in said community and for the maintenance of said open spaces, and other common facilities; and, to that end desires to subject the real property described in Article 2, together with any additions as may be made hereinafter set forth, each of which is and are for the benefit of said properties, the Developer, and the grantee of the Developer thereof; and

WHEREAS, the Developer has deemed it desirable and for the practicable preservation of the values of the lands and the improvements to be constructed in said community to create an agency to which may be assigned the powers of maintaining and administering the common properties and facilities in the community and administering and enforcing the same, and jointly with the Developer, or severally, enforcing the covenants and restrictions and collecting all assessments and charges hereinafter created, or created by such agency, and disbursing the same in connection with its function as herein provided; and

WHEREAS, the Developer has incorporated under the law of the State of New Jersey as a non-profit corporation, the SILVER RIDGE PARK WEST HOMEOWNERS ASSOCIATION, and said incorporation being dated October 1, 1974 for the purpose of executing the functions as aforementioned.

NOW, THEREFORE, the Developer, under and by virtue of the within instrument, subjects the real property, as herein described in Article 2 hereof, together with such additions as hereinafter may be thereto, and claims that the same shall be held, transferred, sold, conveyed and occupied, subject to the covenants and restrictions as well as the charges and liens, as hereinafter set forth, and shall have the power to enforce said covenants and restrictions by and lawful procedure, whether in law or equity, or by any other lawful means.

ARTICLE I – DEFINITIONS

SECTION 1

The following words when used in this DECLARATION or the By-Laws of the Association shall have meaning as follows:

- A. **DEVELOPER** – R. F. DOSS, INC., a corporation of the State of New Jersey, or any successor in right, title and interest of said R. F. DOSS, INC., who shall hold title to not less than 15% of the area of the land described in Article 2 hereof.
- B. **ASSOCIATION** shall refer to **SILVER RIDGE PARK WEST HOMEOWNERS ASSOCIATION**.
- C. **THE PROPERTIES** shall mean and refer to all of the lands, as described in Article 2 hereof, and any additional thereto that are to be subject to this DECLARATION or by any supplementary DECLARATION under the provision of the article providing for such additions as herein set forth.
- D. **COMMON PROPERTY** shall mean and refer to those areas of land shown on any recorded subdivision plot of the properties intended to be devoted to the common use and enjoyment of the owners of the PROPERTY.
- E. **LOT** shall mean and refer to any portion of land shown on any subdivision map of the properties with the exception of common properties as hereto defined.
- F. **LIVING UNIT** shall mean and refer to any portion of a building situated upon the PROPERTY designated and intended for use and occupancy as a residence by a single family.
- G. **OWNER** shall mean and refer to the recorded owner of the fee simple title to any lot or living unit situated upon the properties but, shall not refer to the mortgage of a living unit or lot.
- H. **MEMBER** shall mean and refer to those owners who are members of the ASSOCIATION as provided in Article IV hereafter.
- I. **ASSOCIATE MEMBER** shall mean and refer to those individuals who are allowed to join the ASSOCIATION though the same are not owners of a fee interest as provided in Article IV hereafter.
- J. **BOARD** shall mean the Board of Trustees which shall consist of both officers and section trustees.
- K. **GOVERNING DOCUMENTS** shall include and refer to this Declaration of Covenants and Restrictions, Articles of Incorporation, By-Laws, Rules and Regulations, and Resolutions of the Association.

ARTICLE II - PROPERTIES SUBJECT TO THIS DECLARATION - ADDITIONS THERETO

SECTION 1 - EXISTING PROPERTY:

The land which is, and shall be, held, transferred, sold, conveyed and occupied, subject to this DECLARATION is more particularly described as follows, to wit:

ALL that certain lot, tract, or parcel of land and premises situate, lying and being in the Township of Berkeley, in the County of Ocean and State of New Jersey, described as follows:

BEGINNING at a concrete monument marking the sixth corner of the fourth tract of Parcel B-4 set forth in a deed from Toms River Properties, Inc., to Leisure Technology-Northeast, Inc., dated December 21, 1971 and filed in the Ocean County Clerk's Office on December 22, 1971 in Deed Book 3177 page 208, and which concrete monument also marks the northwest tract corner of "Final Map of Silver Ridge Park — Section 11" (filed Map H - 80) and also a tract corner of "Final Map of Silver Ridge Park — Section 10" (Filed Map H - 259); thence running

- (1) South 7 degrees 29 minutes 52 seconds West, along the westerly boundary line of "Final Map of Silver Ridge Park — Section 11", 1436 feet, more or less to the middle of the Davenport Branch of The Toms River; thence beginning again at the beginning corner hereof and running,
- (2) North 73 degrees 31 minutes 02 seconds West, along the fifth line of the above mentioned fourth tract — Parcel B-4, being also a southerly boundary line of "Silver Ridge Park — Section 10" and "Holiday City at Berkeley — Section D" (Filed Map G-330) 2903.93 feet to a concrete monument; thence
- (3) South 4 degrees 28 minutes 13 seconds West, along the fourth line of the fourth tract of Parcel B-4 being also a boundary line of "Holiday City at Berkeley — Section D" 1319.76 feet to a concrete monument; thence
- (4) South 76 degrees 59 minutes 13 seconds West, along the third line of the fourth tract of Parcel B-4 and along the seventh and northerly line of the third tract of Parcel B-4, being also the most southerly boundary line of the "Holiday City at Berkeley — Section D, E, F1 and F2," 5651.73 feet to a concrete monument marking the seventh corner of the third tract of Parcel B-4; thence
- (5) South 81 degrees 29 minutes 10 seconds West 1320.00 feet to a concrete monument marking the sixth corner of the third tract in Parcel B-4; thence
- (6) South 11 degrees 29 minutes 56 seconds West, along the fifth line of the third tract of Parcel B-4, 1254.22 feet to a concrete monument marking the fifth corner thereof, being also the third and northwesterly corner of a tract which was conveyed to Harold R. Lewis by deed from Eugene Neal Jr., et ux, dated July 30, 1942 and recorded August 19, 1942 in Deed Book 1122 page 188; thence
- (7) North 86 degrees 30 minutes 40 seconds East, along the fourth line of the third tract of Parcel B-4, being also the second and northerly line of the Lewis Tract, 1319.50 feet to a concrete monument at the second and northeasterly corner of the Lewis Tract and fourth corner of the third tract of Parcel B-4; thence
- (8) South 29 degrees 55 minutes 50 seconds East, along the third line of the third tract of Parcel B-5, 160 feet more or less, to the middle of the Davenport Branch of the Toms River; thence
- (9) Easterly and down the middle of the Davenport Branch, its various courses, to the end of the first course herein. CONTAINING 348.80 ACRES.

SUBJECT to a grant of right-of-way and easement from Toms River Properties, INC., to Jersey Central Power and Light Company dated June 8, 1971 and recorded in Deed Book 3134 page 757 which right-of-way and easement contains 12.07 acres.

EXPRESSLY excepting and reserving from the aforementioned description the following described two tracts:

TRACT I

BEGINNING at a concrete monument at the fourth corner of the third tract of Parcel B-4 set forth in a deed from Toms River Properties, Inc., to Leisure Technology-Northeast, Inc., dated December 21, 1971 and filed in the Ocean County Clerk's Office on December 22, 1971 in Deed Book 3177 page 208; thence running

- (1) North 76 degrees 59 minutes 13 seconds East 1500.00 feet to a point; thence
- (2) North 13 degrees 00 minutes 47 seconds West 160.00 feet to a point; thence
- (3) North 76 degrees 59 minutes 13 seconds East 1725 Feet, more or less, to a point in the middle of Davenport Branch of the Toms River; thence
- (4) In a general westerly direction and up the middle of the Davenport Branch, its various courses to the third line of the third tract of Parcel B-4 aforesaid; thence
- (5) North 29 degrees 55 minutes 50 seconds West 160 feet, more or less, to a concrete monument at the point BEGINNING CONTAINING 43.2 ACRES, more or less.

SECTION 1 – EXISTING PROPERTY, CONT.

TRACT II

BEGINNING at a concrete monument at the sixth corner of the third tract of Parcel B-4 aforesaid; thence running,

- (1) South 11 degrees 29 minutes 56 seconds West, along the fifth line of the third tract of Parcel B-4, 1254.22 feet to a concrete monument marking the fifth corner therefor, being also the third and north westerly corner of a tract which was conveyed to Eugene Neal, Jr., et ux, dated July 30, 1942 and recorded August 19, 1942 in Deed Book 1122 page 188; thence
- (2) North 86 degrees 30 minutes 40 seconds East, along the fourth line of the third tract of Parcel B-4, 200.00 feet to a point; thence
- (3) North 17 degrees 21 minutes 32 seconds East 1329.13 feet to a point in the sixth line of the third tract in parcel B-4; thence
- (4) Along same, South 82 degrees 30 minutes 10 seconds West 350.00 feet to the concrete monument at the point of BEGINNING. CONTAINING 7.59 ACRES.

SECTION 2 – ADDITIONS TO EXISTING PROPERTY:

Additional lands may be made subject to this DECLARATION in the following manner:

- (A) The Developer shall have the right to bring within the scheme of this DECLARATION additional property in future stages of development, provided that such additions are in accord with a General Plan of Development and approved under the terms of Ordinance No. 278 of the Township of Berkeley or any amendments or additions thereof prepared prior to the sale of any lot and made known to every purchaser which may be deemed appropriate and proper under the circumstances prior to the sale by the Developer.
- (B) It is the intention of the Developer that any person or persons who purchase any lot or living unit in the properties that may be subsequently added to the existing properties, shall have voting rights in the Association, right of enjoyment to all the common properties, and any other benefits incident to membership, equal to the then members of the record ASSOCIATION.
- (C) The additions authorized under this and succeeding subsections 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. Such Supplementary Declaration may contain such additions, modifications of and complimentary covenants and restrictions contained in this Declaration as may be necessary to reflect a different character of the added properties, so long as the changes are not inconsistent with the scheme of this DECLARATION. In no event, however, shall any Supplementary Declaration revoke the existing DECLARATION OF COVENANTS AND RESTRICTIONS.

ARTICLE III – COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1 – CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

The owner of any living unit, by acceptance of a deed or other conveyance for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association in accordance with these DECLARATIONS OF COVENANTS AND RESTRICTIONS: (1) annual assessment; and/or (2) special assessment to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon, and costs of collection thereof (including reasonable attorneys' fees), as hereinafter provided, shall be charged on the land and shall be a continuing lien upon the Lot against which each assessment is made.

SECTION 2 – PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used generally for the purpose of promoting recreation, health, safety, and welfare of the residents of Silver Ridge Park West and in particular for the improvement and maintenance of properties, services and facilities devoted to the 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, payment of taxes, and insurance on Association properties and repair, replacement, and additions thereto, and for the cost of labor, equipment materials, management and supervision thereof. Annual assessments shall be made for a yearly period to be determined by the Board of Trustees of the Association and shall be payable in advance or in quarterly installments due upon the first day of each quarter, or in such other installments and upon such other dates that the Board of Trustees may establish.

SECTION 3 - EMERGENCY COMMON EXPENSE ASSESSMENT

In the event the annual assessment proves to be insufficient for an immediate need or emergency, the Board of Trustees of the Association may amend the budget and impose an Emergency Common Expense Assessment not to exceed \$50,000.00 per occurrence. The determination of an immediate need or emergency shall be in the sole and absolute discretion of the Board of Trustees of the Association.

SECTION 4 - SPECIAL ASSESSMENTS

In addition to the annual and emergency common expense assessments herein authorized, at any time the Board of Trustees may levy against all Owners a Special Assessment for the purpose of defraying, in whole or in part, the costs of reconstruction, unexpected repair or replacement of an existing capital improvement to the Common Property, including the necessary furniture, equipment, and other personal property related thereto, or for the purpose of protecting any existing Common Property.

SECTION 5 - CHANGE IN ASSESSMENT RATE

In the event it is determined by the Board of Trustees that the existing annual assessment rate does not meet the annual costs of maintaining the Common Properties, said Board of Trustees shall set a new rate. Written Notice of the new rate shall be given to all Owners.

SECTION 6 - EFFECT OF NON-PAYMENT OF ASSESSMENTS: THE PERSONAL OBLIGATION OF THE OWNER: THE LIEN: REMEDIES OF ASSOCIATION

In the event one or more of the payments of the annual assessment, or a special assessment duly authorized, are not paid within thirty days of the due date, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection therefore provided, hereupon become a continuing lien on the Lot which shall bind such property in the hands on the then Owner, its successors in title, and assigns. Each Owner shall be obligated to pay annual assessments for the maintenance of the Properties and such other special assessments or emergency common expense assessments pertaining to the Common Property as may be imposed by the Board of Trustees. These assessments, regardless of type, together with any charges, interest, and costs of collection, including reasonable attorney's fees, shall be a charge and shall constitute a continuing lien upon the Lot against which such assessment is levied, and the personal obligation of the Owner(s) of the Lot at the time the assessment falls due. In the case of joint ownership, all co-owners shall be jointly and severally liable. Any party who acquires title of any Lot shall be jointly and severally liable with the prior Owner for any and all assessments which were outstanding at the time of passing of title, and by virtue of the acceptance of the deed or other conveyance of title recognizes and accepts such assessments as a continuing lien upon the Lot. No Owner may waive or otherwise avoid liability for assessments by non-use of the Properties. Liens for unpaid assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property or by abandonment of the Lot against which the assessment is made. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same.

SECTION 7 - SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessment provided herein shall be subordinate to the recorded lien of any first mortgage and taxes placed upon the Lot prior to the lien of the assessment.

SECTION 8 - EXEMPT FROM PROPERTY

The following property subject to this DECLARATION shall be exempted from the assessments, charged and lien created herein: (a) 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; (b) all Common Properties as defined in Article I hereof; (c) all properties exempted from taxation by the Laws of the State of New Jersey, upon the terms and to the extent of such legal exemption.

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

ARTICLE IV – ASSOCIATION VOTING RIGHTS AND MEMBERSHIP

SECTION 1 - MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot (or living unit) 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. In addition to the foregoing, occupants of living units who are not record owners of the fee shall be eligible to become Associate Members of the Association.

SECTION 2 - VOTING RIGHTS

Members: Members shall be those persons defined as owners as set forth in Section 1. Members shall be entitled to one vote for each lot in which they hold the interests required for Membership by Section 1. In the event two or more persons hold an interest in one lot, they shall be entitled to one vote together, representing the one lot. Associate members shall have no voting rights.

ARTICLE V - ARCHITECTURAL CONTROL

SECTION 1 - APPROVAL ARCHITECTURAL CONTROL COMMITTEE

No building or other structure, fence, wall, swimming pool, or any other structure, either of a permanent or temporary character, shall be erected, moved on, installed, commenced or maintained, upon the properties nor shall any exterior addition to or alteration be made to any existing building or structure unless the plans and specifications thereof, showing the nature, kind, shape, height, materials and location of same, shall have been submitted to and approved in writing as to harmony, as to external design, and location to surrounding structures and topography, by the Architectural Control Committee of the Association which shall consist of either (1) The Board of Trustees of the Association, or (2) of a committee composed of not less than three (3) persons appointed by the Board of Trustees of the Association.

SECTION 2 - TIME FOR APPROVAL

In the event either the Architectural Control Committee or the Board of Trustees of the Association, shall fail to take any action either approving or disapproving any plans and specifications, as referred to in Section 2 hereof, within thirty days (30) after said plans and specifications are submitted to it, it shall be presumed that such plans and specifications have been approved and further approval will not be required and the provisions for approval, as provided for within this article, will be deemed to have been fully complied with.

ARTICLE VI - EASEMENTS

The Association hereby reserves an easement in, over, under and across all streets and public areas as may be shown on any field map of the property for the purpose of maintaining utility services thereon, together with the right to transfer its right in such easements to any third party or corporation who may provide such utilities and services to maintain same.

ARTICLE VII - EXTERIOR MAINTENANCE

SECTION 1 - EXTERIOR MAINTENANCE

The owner of each Lot or Living Unit shall be solely responsible for the exterior maintenance of the Lot or Living Unit owned by him, and shall be solely responsible for the expenses and costs therefore, including the following: paint, repair, replace and care for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. In the event, however, that the owner allows the Lot or Living Unit to become unsightly in the opinion of the Association, then the Association shall give owner fourteen (14) days written notice requesting that the condition be corrected. In the event that said owner does not correct the condition within thirty (30) days, the Association may provide exterior maintenance to correct condition and assess the cost as provided in Section 2 below.

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 or Living Unit is subject under Article III hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article III hereof. The Board of Trustees of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article III hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall thereafter make adjustment with the Owner as is necessary to reflect the actual cost thereof. Any party who acquires title of any Lot shall be jointly and severally liable with the prior Owner for any and all assessments which were outstanding at the time of passing of title, and by virtue of the acceptance of the aforesaid title recognizes and accepts such assessments as a lien against the title of the Lot.

ARTICLE VIII - RESTRICTIONS AND SUBSEQUENT TRANSFER

Whereas, IT IS THE INTENTION OF THESE COVENANTS AND RESTRICTIONS to create a plan and scheme to meet the needs and desires of an age-restricted retirement community, and

Whereas, each original sale was induced by the concept of a development for the elderly, the following covenants and restrictions shall, as each and every other covenant and restriction expressed in this DECLARATION, run with and bind the land and shall endure to the benefit of and be enforceable by the Association as well as each lot or living unit owner.

(A) No member or Associate Member of the Association as defined in the DECLARATION shall be less than the age of fifty-five (55) years provided, however, that in the event a lot or living unit is owned by husband and wife as tenants by the entirety only one of the spouses must meet the requirements of this Article.

(B) No sale, transfer, gift, assignment or grant of a lot or living unit shall be made until the existing owner or owners who desire to transfer make full disclosure to the Association that the prospective purchaser meets all of the qualifications incident to membership in the Association. This provision is not intended to deprive any owner member of his or her rights, privileges and amenities under the constitution of the United States of America and the State of New Jersey, the intention being to maintain a retirement community.

(C) No owner of a lot or living unit shall lease his lot or living unit to any person or persons unless said owner has, in writing, made full disclosure to the Association that said prospective tenant meets the qualifications of membership in the Association, specifically that said prospective tenant would qualify as purchaser, as provided in Paragraph A of this Article.

(D) No transfer, as provided in Paragraph B and C above, by deed, lease or otherwise, shall be made by the owner of any Lot or Living Unit until he or she has received written certification from the Association that the prospective transferee qualifies as a member of the Association.

(E) In the event that any owner of any Lot or Living Unit shall die, testate or intestate, leaving said property to one or more persons who do not qualify as a member of the Association by reason of the fact that they shall be less than fifty-five (55) years of age, these restrictions shall be in no way construed to restrict the ownership of said Lot or Living Unit by said heirs, PROVIDED, HOWEVER, that such heir or heirs shall not occupy said Lot or Living Unit until such time as he or she meets the age qualifications.

(F) No building is to be used for other than residential purposes unless the same has been approved by the Association, and by the Township of Berkeley and is so shown on the Site Plan.

(G) As provided in Article V herein, no building, fence, wall, swimming pool or any other structure, shall be commenced, constructed or maintained upon THE PROPERTIES nor shall any exterior additions to, or change or alteration thereon be made until the plans and specifications of same have been approved by the Architectural Control Committee of the Association, as therein provided.

(H) No noxious or offensive activity shall be carried on or upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(I) No Structure of a temporary character, 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. None of said objects or structures shall be put on THE PROPERTIES by the owners, either temporarily or permanently.

(J) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot; nor shall oil wells, storage tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

(K) 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 purposes, and further provided that they are restricted to the owner's Lot and/or Living Unit, unless they are on a leash. The ownership of any dogs, cats or other household pets shall be permitted so long as the total does not exceed three (3).

(L) No Lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(M) No clothesline may be installed by the owner of any Lot or Living Unit in the property other than the collapsible umbrella type or similar prefabricated drying apparatus.

(N) There shall be no more than four (4) persons living as occupants in any Living Unit on either a permanent or temporary basis.

(O) The owner of any Lot or Living Unit shall not permit the same to be occupied on a permanent basis, as a member of the family or otherwise, by any person under the age of nineteen (19) years.

(P) The owner of any Lot or Living Unit shall not permit the same to be occupied on a temporary basis, as a member of the family or otherwise by any person under the age of nineteen (19) years for a period in excess of fourteen (14) consecutive days.

(Q) No owner shall rent, lease or sublet his or her Lot or Living Unit for a period of two (2) years from the date owner acquires title to the lot/living unit. This restriction shall not apply to the executor/executrix or administrator of the owner's estate during the term of the estate administration if the estate is the sole owner of the lot/living unit.

(R) Enforcement shall be by proceedings at law or in equity against any person, or persons, violating or attempting to violate any covenant either to restrain violation or to recover damages. The Association may also levy fines in amounts as set forth in the By-Laws, and such fines shall be added to and become part of the annual maintenance assessment or charge to which such Lot or Living Unit is subject under Article III hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article III hereof.

(S) Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE IX – DURATION

SECTION 1

All property owners shall automatically become members of the ASSOCIATION. Membership in the Association shall give the benefits as defined in other provisions of this DECLARATION. No property owner shall have the right to terminate his or her membership in the ASSOCIATION except by sale or transfer of the Lot or Living Unit.

SECTION 2

The Covenants and Restrictions of this DECLARATION shall run for a period of ten (10) years and shall run and bind the land and shall inure to the benefit of and be enforceable by the ASSOCIATION or the owner of any land subject to this DECLARATION, their respective legal representatives, heirs, successors, and assigns, for a period of ten (10) years from the date this DECLARATION is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument consented to by fifty one percent (51%) of the members of the ASSOCIATION in good standing, agreeing to change said Covenants and Restrictions in whole or in part, is presented to the Board of Trustees.

SECTION 3 – NOTICE

Any notice required to be sent to any member or owner of the provisions of this DECLARATION shall be deemed to be properly sent when mailed postpaid to the last known address as appearing on the records of the ASSOCIATION at the time of such mailing, or published in the Association's monthly newsletter currently known as *The Sentinel* and displayed on the Clubhouse bulletin board. Nonresident owners shall be obligated to provide a current mailing address to the Association, and notices shall be mailed to the last known address of the nonresident owner.

SECTION 4 – ENFORCEMENT

Enforcement of these Covenants and Restrictions shall be, if necessary, by a proceeding at law or in equity against any person or persons violating the same, by restraining such person or persons or by a suit for damages resulting from said violation. The ASSOCIATION shall have the right to enforce any lien upon either the Lot or Living Unit by the proper proceedings available either in law or in equity. The ASSOCIATION shall have the right to enforce each and every provision of this DECLARATION. The Association may also levy fines in amounts as set forth in the By-Laws, and such fines shall be added to and become part of the annual maintenance assessment or charge to which such Lot or Living Unit is subject under Article III hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article III hereof.

SECTION 5 – SEVERABILITY – Invalidity of any provision of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.