

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall

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have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land and shall inure to the benefit of and be enforced by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for the term of twenty (20) years after the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. ANY AMENDMENT MUST BE RECORDED.

Section 4. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association or any Owner or Owner of Lots within the Properties. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board, or the duly authorized agent of any of them, may enforce by self-help any of the provisions of the Properties Restrictions. A violation of these restrictions, conditions and covenants, or any one of them, shall not affect the lien of any mortgage now of record, or which hereafter may be placed on record, upon said Lots or any part thereof.

Section 5. Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Properties is hereby declared to be a violation of the Properties Restrictions and subject to any or all of the enforcement procedures set forth in said restrictions.

Section 6. Remedies Cumulative. Each remedy provided by the Properties Restrictions is cumulative and not exclusive.

Section 7. Delivery of Notices and Documents. Any written notice or other documents relating to or required by the Properties Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States Mail, postages prepaid, properly addressed.

Section 8. The Declaration. Deeds of conveyance of property in Portal III, or any part thereof, may contain the restrictions and covenants contained herein by reference to this document, but whether or not such reference is made in any or all of said deeds, by acceptance of a deed or by acquiring any ownership interest in any of the real property included in Portal III and affected by this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments hereof. In the event that and at such time as, any additional properties become subject to this Declaration as heretofore provided, then and in the event this Declaration shall be enforceable against all properties and parties becoming subject hereto as if said additional properties had been platted and made subject to this Declaration at one and the same time, including without limitation the provisions herein with respect to the term of enforcement and amendments hereto. In addition, each such person by so doing hereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered hereby, and hereby evidences his interest that all the

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restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, lessees, assignees, and transferees thereof.

Furthermore, each such person mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

Declarant: Stephen A. Kolner, dated october 14, 1981