

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS OF QUAIL RIDGE SUBDIVISION
NINTH ADDITION**

This Declaration made as of _____, by Vision Land Development, Inc. (The Developer) whose address is 320 Crossing Drive, Sherman IL 62684:

WITNESSETH

WHEREAS, Developer is the owner of those lands described as Quail Ridge Subdivision, according to plat as recorded in Plat Book _____, pages _____ of the current public records of Sangamon County, Illinois, and

WHEREAS, Developer intends to develop said lands into a residential community, and desires to protect and enhance the value of such property by establishing certain standards and restrictions subject to which certain portions thereof shall be used and conveyed; and

WHEREAS, Developer desires that said standards and restrictions upon the lands shall run with the title to said lands;

NOW THEREFORE, Developer hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with title to the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and the grantee of any deed to any part of the Property shall be deemed by the acceptance of such deed to have agreed to all such covenants, conditions, easements and restrictions:

SECTION 1 - DEFINITIONS

As used in the Declaration, the terms below shall have the following meanings:

- A. "Property" shall mean those lands described as Quail Ridge Subdivision.
- B. "Architectural Committee" means a committee composed of one or more Owners, appointed by the Board of the Associates to exercise the functions delegated to it by the Board in connection with review and approval of architectural plans for improvements on the Lots.
- C. "Association" means the Quail Ridge Community Association, Inc., an Illinois non-profit corporation. Unless otherwise specified herein, any actions required of the Association herein may be taken by its Board of Directors, defined hereinafter.

- D. "Board"** means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Articles of Incorporation and by-laws of the Association.
- E. "Developer"** means Vision Land Development, Inc., its successors, assigns, nominees and designees.
- F. "Dwelling Unit"** means any improved property located within the property and intended for use as a housing unit. A parcel of land shall be deemed unimproved until all improvements being constructed thereon are substantially complete.
- G. "Lot or Lots"** means any numbered lot on the property as indicated on the plat recorded in the current public records of Sangamon County, Illinois. A number designates each lot. There are 17 lots in the unit.
- H. "Owner"** means the record owner of fee simple title to a lot.
- I. "Plat"** means the plat of Quail Ridge Subdivision Phase 9, recorded in the public records of Sangamon County, Illinois, as the same may be amended from time to time. If additional property is submitted to the terms and provisions of this Declaration by appropriate amendment, and if any such property is platted, the term "Plat" shall also refer to the plat of such additional property.
- J. "Roadways"** means those portions of the Property designated on the Plat as streets or roadways together with any real property which may hereafter be platted as roadways and designated a "private street" or any real property which may be described in a subsequently recorded instrument executed by the Developer reciting that the property therein described shall be deemed to be a "Roadway" and shall be subject to the terms and provisions of this Declaration.
- K. "Entrance"** means that area designated on the Plat at entry to Quail Ridge Subdivision.

SECTION 2 – CONSTRUCTION REQUIREMENTS

- A. Residential Purposes.** Each lot shall be used exclusively for single family residential purposes only, and no structure shall be erected on any such lot other than one single family residence and appurtenant buildings, unless designated as a duplex building lot by the Developer. No business, commercial, religious, charitable, or other enterprise of any kind shall be maintained upon or in connection with the use of any lot. No building or part thereof on any lot shall be rented separately from the rental of an entire dwelling unit, unless it is a duplex as authorized above by the Developer.
- B. Approval of all plans and specifications.** In order to insure the development of the Property as a community of the highest quality in which all improvements are harmonious in architectural design and aesthetic appearance, the Developer reserves the exclusive power and discretion to control and approve all improvements on placed

on any lot (including but not limited to those items described in section 3 herein) until more than 50% of the lots have dwelling units built thereon. Thereafter, said control and approval shall be held by the Association. No paved area, fence, wall shubbery, building or any other structure or thing shall be placed or maintained upon any lot, nor shall any exterior addition, change (including change in exterior colors) or alteration be made to existing improvements thereon until detailed plans and specifications of the same, are submitted to approved in writing by the Developer or Association as to harmony of external design, compliance with the terms of this Declaration and location in relation to the surrounding structures and topography. The Developer or Association shall have the absolute right to refuse approval of any plans, which in its opinion are not suitable or desirable or do not comply with the Declaration.

Prior to the review of the proposed improvements, the Developer or Association may require submission of all or any of the following documents, as are applicable to the proposed improvements:

- (i) site plan showing all property lines, setbacks, easements, existing trees having a diameter of six (6) inches or more, drives, fences and underground trench locations, and existing and proposed surface contours and elevations of the lot;
- (ii) floor plan or plans;
- (iii) elevations of all sides of the contemplated structure;
- (iv) landscaping plans;
- (v) such additional information and materials which, in the opinion of the Association, may reasonably be required for its review.

The Association may delegate to the Architectural Committee all rights of approval granted to the Association pursuant to this section.

- A. Single Family Residences: Maximum height, minimum square footage.** The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than sixteen hundred (1,600) square feet in the case of a one story structure. nor less than one thousand (1000) square feet in the case of a one and one half or two story structure for all interior lots. All dwellings are restricted to two stories maximum.
- B. Duplexes, Maximum height, minimum square footage.** No duplex located on a lot as designated a duplex lot by the Developer shall be in excess of two stories in height. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 2400 square feet in the case of a one-story structure, nor less than 1600 square feet in the case of a one and one half or two story structure.
- C. Setback Lines.** Except where setback lines are otherwise shown on the plat, the following setback lines are hereby established for buildings, structures, additions or accessories located on any lot: (I) 30

feet from the front lot line (the lot line adjacent or nearest to the roadway furnishing access to such lot), plus setback from adjacent street must also be 30' for corner lots. (ii) 25 feet from the rear lot line and (iii) a total of 20 feet from the interior side lot lines of any such lot, with the minimum setback being 10 feet from any side lot line.

- D. Sidewalks.** Owners are responsible for installing city sidewalks during the time of construction.
- F. Foundation Elevation.** The maximum height off the curb for all foundations shall be 36", unless prior written approval is obtained from the Architectural Committee.
- G. Rights of Village of Sherman.** The Village of Sherman shall be a third party beneficiary to the drainage provisions of these covenants and shall have the right to require the Homeowners Association to enforce these covenants or the right to enforce the covenants itself against either the Homeowners Association or an individual property owner within the subdivision with respect to maintenance of drainage swales, detention areas and other drainage improvements located within the subdivision. The Village shall have the right to require the Homeowners Association or any individual property owner to restore any alterations in any drainage swale, detention area or other drainage improvement and to require the removal of any obstruction to any drainage swale, detention area or other drainage improvement.

SECTION 3 - GENERAL INSTRUCTION

- A. Nuisances.** No noxious or offensive activities shall be carried on upon any portion of the property; nor shall anything be done thereon which is or may become a nuisance or annoyance to any residents of the unit.
- B. Detached Structures and Objects.** None of the following buildings, structures or objects shall be placed on any lot, unless obscured from view from any roadway; pens, yards and houses for pets, hothouses, greenhouses, above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry and trash cans and receptacles, above ground exterior air conditioning, heating and other mechanical equipment and any other structures or objects determined by the Association to be of any unsightly nature or appearance.
- C. Temporary, Movable Structures.** Other than temporary construction sheds and sanitary toilet facilities used during actual construction of the permitted permanent improvements, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any lot.
- D. Grading.** No lot or any other portion of the property shall be graded, and no changes in the elevation of any portion of the property shall be made which would adversely affect any adjacent property, without the prior written consent of the Association.
- E. Trash.** Burning of trash, rubbish, garbage, leaves or other materials in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in

closed containers and in such location so as to be hidden from any other dwelling unit or lot.

- F. No Window Air Conditioners.** No window air conditioner unit shall be installed in any building except by written approval of the Association.
- G. Fences Hedges and walls.** Hedges, fences or walls may not be built or maintained on any portion of any lot except within the rear or interior side lot line and no closer to the front of the lot than within fifteen (15) feet behind the front lot line of the main residence, nor closer to a side street than the line of the main residence abutting such side street, when the residence is situated on a corner lot. The location, composition and height of any fence, wall or hedge on the property shall be subject to the approval of the Developer or Association, which may grant or withhold such approval at its discretion. No fence or wall shall be erected nor hedge maintained on any part of the property which is higher than six feet from the normal surface of the ground. No chain link fences will be allowed on any lot.
- H. Antennas.** No exterior radio or television aerial or antenna or any other exterior electronic or electric devise of any kind shall be installed on any lot until the Association shall have approved the location, size and design thereof and the necessity therefor. Such approval may be used for a limited period of time or until the occurrence of any event specified in such approval.
- I. Mail Boxes.** There shall be no mail boxes or newspaper boxes or receptacles unless approval therefore is given by the Developer or Association as to the location, size and design of such boxes or receptacles. The location of the mailboxes shall be in accord with the rules and requirements of the United States Post Office and the ordinances of the Village of Sherman. An easement is reserved for the placement of mailboxes in accord with such rules, regulations and ordinances.
- J. Signs.** A sign denoting the street address of the residence; located and designated in accordance with approved standards, shall be required on each dwelling unit. In addition, one small sign may be used to denote the name of the resident, subject to the prior written approval of the Developer or Association with regard to size, shape, design, color and location of such sign. No other signs of any kind shall be displayed to the public view on any lot, dwelling unit, or any vehicle parked on any part of the property; provided however, that nothing herein shall be construed to restrict in any manner the Developer or its agents from placing advertising signs on the property or any portion thereof.
- K. Parking, Storage, Repairs.** No vehicles or boats (including but not limited to boat trailers, travel trailers, camp trailers and motor homes) or any similar property shall be kept on any part of the Property for more than eight (8) hours, or stored on any lot except within a garage ort an enclosed fenced in area which is obscured from view from any roadway, and except that private passenger automobiles of the occupant of a dwelling unit and guests, having no commercial signs, may be temporarily parked in the driveway or parking area of the dwelling unit and except that other vehicles may be parked in such driveway or parking area during the time necessary for delivery and pickup service and solely for the purpose of such service. No repairing or overhauling of any vehicle is allowed on any part of a dwelling unit, a lot, or any roadway.

- L. Maintenance by Owners.** Each owner shall maintain his parcel, whether improved or unimproved, in good condition at all times, but no owner shall cut any living tree having a diameter greater than six inches without prior approval of the Developer or Association. No trash, garbage, rubbish, debris or refuse or unsightly object shall be allowed to be placed, accumulated or suffered to remain anywhere on the property, unless stored as provided herein.
- M. Animals.** A reasonable number of domesticated dogs, cats, or birds may be kept in any dwelling unit or on any lot, provided such pets are kept for the pleasure and use of the owner, and not for commercial purposes, and are not permitted to run free. No other animals, livestock or poultry of any kind shall be kept on any lot or other portion of the property. If the Developer or Association, in its sole discretion, determines that any pet is dangerous or an annoyance to the other residents of the property, or is destructive of wildlife or property, that pet may not thereafter be kept on the property and shall promptly be removed by the owner.
- N. Resubdividing; Replatting; Access Restrictions.** Without the prior written approval of the Association, no lot shall be resubdivided or replatted. In the event of such approved replatting or resubdividing, all of the provisions of this declaration shall apply to the portion of the property so this declaration shall apply to the portion of the property so resubdivided or replatted and no such resubdividing or replatting shall affect any easement shown on the plat or reserved in this declaration except easements reserved along the side lot lines, as provided in section 4D, shall apply to the resubdivided or unplatted lot. The Association shall have the right to approve the use of one or more contiguous lots, all or part of any lot, all of one lot and part of a contiguous lot or lots, or any combination of contiguous parts of lots which will form an integral unit of land suitable for use as a residential building site.

Section 4 – Utility Services

- A. Water and Sewer.** The Village of Williamsville and its successors, through the Williamsville Sherman water commission and subject to the contractual rights and concurrence of the Village of Sherman, have the sole and exclusive right to provide water. The Village of Sherman or its successors has the sole and exclusive right to provide all sewage facilities to the property. No well of any kind shall be constructed on any lot to provide potable water for use thereon, and no potable water shall be used except potable water which obtained from the Village of Williamsville, or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for air-conditioning, irrigation or the filling of swimming pools. All sewage from any improvements on the property must be disposed of through the sewage lines and disposal plan owned or controlled by the Village of Sherman, or its successors or assigns.
- B. Garbage Collection.** Garbage, trash and rubbish shall be removed from the lots only by parties, companies or agencies approved by the Developer or Association and each owner agrees to pay when due the periodic charges or rates for such garbage collection service made by the party providing the same.
- C. Utility Lines Underground.** Unless the Developer or Association expressly consents in writing, all telephone, electric and other utility lines on the property shall

be located underground so as not to be visible, except for temporary utilities required during construction.

- D. Easements.** The Developer, for itself and its successors and assigns, hereby reserves perpetual, alienable easements, privileges and rights for the insulation, maintenance, transmission and use of wires, conduits, mains, utility, cable and lines, drainage ditches and facilities on, under and across the roadways as well as a strip 15 feet in width around the perimeter of all lake lots and waterways, a strip 10 feet in width along the front lot line of each lot, a strip 10 feet in width along the rear lot lines of each lot and a strip 10 feet in width along the side lot lines of each lot, if shown to have a side lot line easement on the official plat, for drainage purposes and for the use of electric, telephone, cable TV, sewage, water and other public and private utilities. Additional easements may be reserved or granted by the Developer at any time prior to the time any lot affected by such easements is conveyed by the Developer to a third party. Within the easement areas, no structure or other improvements or landscaping shall be placed or permitted to remain which may damage or unreasonably interfere with the installation and maintenance of utilities and drainage facilities and the owners shall bear the risk of loss of any such structure, improvement or landscaping. Notwithstanding such restrictions, all easement areas, areas within any setback line, and all improvements therein, shall be maintained continuously by the owner. All utility lines serving one lot only from the point where such line connects to the main line shall be maintained by the owner of the lot.

SECTION 5 – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

A. Membership

- a) Every owner of a lot shall be a member of the Association. No person or entity who holds record title of a fee or undivided fee interest in any lot merely as a security for the performance of any obligation shall be a member;
- b) For the purpose of this declaration the Developer shall be considered the Owner of a fee interest in, and therefore a member in regard to each and every lot for which it holds record title;
- c) The Association shall be operated in accordance with by laws as adopted by the Association.

B. Voting Rights. The Association shall have the following voting membership:

Members shall be all Owners including the Developer. Members shall be entitled to one vote for each lot and the Developer shall be entitled to one vote for each lot owned by the Developer. In no event shall more than one vote be cast with respect to any such lot. When more than one person or entity holds an ownership interest in a lot, all such persons or entities shall be members, and one vote entitled to be exercised for that lot shall be exercised as they among themselves determine.

The Association shall maintain all common areas including but not limited to (a) the entrance to the development (b) all commonly used roadways, until such time as the Village of Sherman accepts such maintenance responsibilities (c) the main entrance to Quail Ridge Subdivision located on First Street.

SECTION 6 – ASSOCIATION AND ASSESSMENTS OF ASSOCIATION

The Association shall have the authority to levy assessments as provided herein against the Dwelling Units and the Lots, and each dwelling unit and lot is subject thereto as hereinafter provided:

A. Purpose. The Association may levy assessments for the purpose of enabling the Association:

- (a) To pay all ad valorem taxes assessed against the portions of the Property used in common by all owners, including roadways and appurtenant security facilities, waterways, and other common areas, whether or not owned by or leased to the Association;
- (b) To pay all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to the Association, and to pay any other taxes payable by the Association;
- (c) To pay all expenses required for the reasonable repair and maintenance of the portions of the Property described in subsection (a) above, including without limitation paving, irrigation, landscaping, drainage and for the reasonable repair and maintenance and insurance of any buildings or other improvements owned by or leased to the Association;
- (d) To pay all expenses of providing security for the property including salaries of security men, maintenance of security gate houses and other related facilities and any and all other expenses incurred in providing such security, if implemented by the Association.
- (e) To pay for all expenses incurred in providing mosquito and other pest control for the property.
- (f) To pay for the expense of maintenance, improvement and operation of drainage easements and facilities;
- (g) To pay for the expense of maintaining, repairing and replacing directional markers, signs, street lighting and traffic control devices and costs of controlling and regulation traffic on the Roadways if not paid for by the Village of Sherman.
- (h) To pay for all expenses of operating the Association, including without limitation management fees, legal and accounting fees, payroll and general office operating expenses, and the expenses of doing any and all other things necessary or desirable in the judgment of the board to keep the unit neat and attractive, to preserve or enhance the value of the property, to eliminate fire, health or safety hazards, and to pay for other such expenses including, but not limited to, liability insurance, which in the judgement of the board may be of general benefit to the residents of the unit.
- (i) To repay funds, together with interest thereon, borrowed by the Association and used for purposes referred to herein
- (j) To accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Association to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgement of the board in the expenditure of such funds shall be final. The Association in its discretion may hold such funds invested or uninvested, and may reserve such portions of the funds as it determines advisable for expenditure in years following the year for which the regular maintenance assessment was assessed.

B. Regular Assessments.

- (a) Except as otherwise provided herein, each dwelling unit and each lot is hereby subject to regular maintenance assessments as provided below, payable on a yearly basis (unless otherwise determined by the board) beginning with the first day of January following the date of original sale of such property by the Developer to a third party and continuing on the first day of January each year thereafter. If the closing is more than 30 days prior to January first the regular assessment shall be prorated for the current year and payable on the first day of the month following closing. The assessments shall be uniform in dollar amount for each lot and shall be set by the board, subject to approval of the Association. The regular maintenance assessment may be adjusted by the board as required to meet the expenses and other charges for which same are assessed. Regular maintenance assessments shall become delinquent if not paid within fifteen (15) days after their due date for which assessed and shall bear interest at the rate of eighteen percent (18%) per annum from that date until paid.
- (b) Initial regular maintenance assessments are established as follows:
 - (i) – unimproved lots - \$50.00
 - (ii) – improved lots - \$50.00

Assessment as an “improved parcel” shall not begin until completion of construction of the improvements to be located thereon; and whenever the assessment begins for an “improved parcel” as provided above, all previously applicable assessments shall cease.

C. Increase in Assessments. The maximum amount of any regular maintenance assessment imposed by the board shall not exceed the amounts shown in Section B above for a period of twelve (12) months following the initial recording of this Declaration. Thereafter, the regular maintenance assessment may be increased by no more than ten percent (10%) of the regular assessment for the immediately preceding year. In the event of any such increase, such assessment shall not be thereafter increases for a period of one (1) year. Notwithstanding the foregoing, the regular maintenance assessment may be increased in excess of the amount set forth above and more frequently than set forth above if such increase is approved by a majority vote of owners.

D. Special Assessments. The Association shall have the power to impose special assessments to meet the expenses of an extraordinary or emergency nature, provided that if the sum of all special assessments in any twelve (12) month period exceed fifty (50) percent of the then applicable regular annual assessment, then such special assessment must be approved by not less than seventy five percent (75%) of owners (other than the

Developer) to whom such assessment is applicable. Any special assessment which is not paid within fifteen (15) days after the owner received written notice of such assessment shall bear interest at the rate of eighteen percent (18%) per annum unless otherwise specified.

E. Property of the Developer. Notwithstanding anything herein to the contrary, no assessment shall be charged and no lien shall attach against any lot or dwelling unit owned by the Developer.

SECTION SEVEN – ADDITIONAL RIGHTS OF DEVELOPER

In addition to rights elsewhere reserved, Developer hereby reserves to itself, its successors and assigns, the following rights and privileges.

- A. Rights Regarding Temporary Structure Etc.** Developer hereby reserves the right to erect or maintain such dwellings, model houses, sales offices or other structures, and commercial and display homes as Developer, in its sole discretion, may deem advisable for development and marketing purposes. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of the Developer.
- B. Enforcement by Developer.** Developer reserves the right, but shall have no obligation to enter upon any dwelling unit or lot to remove rubbish, signs, structures, plants or other things or to take such action, all at the expense of the owner, as the Developer deems necessary in order to enforce this declaration. Such entry, enforcement and removal shall not be deemed a trespass or make Developer liable in any respect for any damages on account thereof. The owner of such dwelling unit of lot shall pay Developer on demand the actual cost of such enforcement, plus ten percent (10%) of the cost in performing such service as a service fee. In the event that such charges shall not be paid on demand. Such charges shall bear interest at the maximum legal rate of interest from the date of demand. All dwelling units and lots shall be subject to a lien in favor of the Developer for all such costs and fees and Developer may, as its opinion, bring an action at law against the owner personally obligated to pay the same, or upon giving the owner ten (10) days notice of an intention to file a claim of lien against a dwelling unit or lot, may file and thereafter foreclose such lien.

SECTION 8 – AMENDMENT TO DECLARATION

- A. Amendment by Developer Without Owner Approval.** Developer reserves the right, without prior approval of any owner:
- (a) To amend this Declaration so long as such amendment shall conform to the general purposes and standards set forth herein and shall not materially and adversely affect the rights of any owner in his dwelling unit or lot or the use thereof;
 - (b) To amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions set forth herein;

- (c) To include in any contract for sale, deed or other instrument hereafter made, any additional covenants other than those set forth herein which do not lower the standards of this Declaration;
 - (d) To release any dwelling unit, lot or other portion of the property from any part of the covenants set forth in this declaration which have been violated, if the Developers in its sole discretion, determines such violation or violations to be minor or insubstantial and to make exceptions, without prior approval of any owner, to the covenants and restrictions set forth in section 2 and 3 hereof if Developer deems such exception to be in the best interest of Quail Ridge Subdivision;
 - (e) To file an amendment to this Declaration for the purpose of submitting other property to the terms and provisions of this Declaration, it being specifically understood that Developer owns additional land within the overall Quail Ridge Development which Developer intends to include under these covenants at some time in the future. Any such amendment may contain such additions or modifications to these covenants as Developer may provide, so long as such additions or modifications to the covenants do not materially increase the membership obligations or expenses appurtenant to any existing dwelling unit or lot. Such an amendment may be accomplished by filing a statement among the public records of Sangamon County, Illinois incorporating such items, Covenants and restrictions of this Declaration as are applicable to the property included within such amendment or by adopting all or part of this Declaration by reference in a deed conveying such other property or in any other appropriate instrument or by Developer executing and filing an amended or restated Declaration.
- B. **Amendment with Owner Approval.** In addition to the rights of the Developer to amend this Declaration as reserved in Section 7, and notwithstanding the limitations on voting rights set forth in Section 6, this declaration may be amended at any time upon the request of the Developer if such requested amendment is approved by the affirmative vote of seventy five percent (75%) of votes cast by owners, other than the Developer, at a duly called meeting of the Association, the notice for which meeting has contained notice of the proposed amendment. Upon the approval of such amendment, the President and Secretary of the Association shall execute and record the same in the Public Records of Sangamon County, Illinois.

SECTION 9 – MISCELLANEOUS

- A. **Remedies for Violation.** In addition to Developers rights as reserved herein, Developer, any owner or the Association shall be entitled to bring actions at law for damages or in equity for injunctions against those parties violating or attempting to violate this Declaration, for the purpose of curing, correcting, preventing or enjoining any violation or attempted violation of the terms of this Declaration. All costs and expenses, including, but not limited to reasonable attorneys fees, incurred by the Developer, any owner or the Association to cure, correct, prevent, or enjoin any violation of the terms of this Declaration shall be recoverable against the party causing such violation. All remedies herein shall be cumulative to any and all other remedies provided elsewhere herein or at law or equity. The failure to bring any

action to enforce this Declaration or to correct any violation of this Declaration shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior of subsequent thereto, nor shall such failure give rise to any claim or cause of action by any owners or any other party against the Developer or Association.

- B. **Term.** The terms and provisions of this Declaration shall run with the title to the Property and any part thereof and unless otherwise altered or terminated in accordance with the terms and provisions herein, shall bind all persons in interest, all Owners and their heirs, legal representatives, successors and assigns until January 2013 at which time this Declaration shall automatically be extended for successive periods of ten (10) years each, unless by mutual agreement of not less than eighty percent (80%) in number of owners, this declaration shall be terminated in whole or in part; provided however, and notwithstanding the foregoing, the easements herein shall be perpetual.
- C. **Disclaimer.** Neither the Developer nor the Association shall be liable to any owner or other person for any loss or damage arising from any cause whatsoever, including without limitation the provision of, failure to provide, or negligence in provision of security, maintenance, repairs or other services by the Developer or Association or either of them.
- D. **Invalidity of Part.** The invalidation of any one of the terms or provisions of this Declaration shall in no way affect any other provisions, which provisions shall remain in full force and effect.
- E. **Evidence of Approval.** All approvals required in this Declaration shall be evidence by a certificate or other writing signed by the party giving such approval.
- F. **Assignment of Developer.** The Developer shall have the sole and exclusive right at any time to transfer and assign any or all rights, powers, privileges, authorities and reservations it may have under any paragraph of this Declaration to such other person of entity as it shall elect. No such assignment shall require the consent of any owner and in the event any such right is assigned, the Assignee shall assume all obligations of the Developer so assigned and the Developer, its officers, directors and stockholders shall thereupon be relieved of any and all obligations or liability with respect thereto.

Vision Land Development


