

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damage, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner or the Developer to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

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

Section 5. Alienation. The Common Properties may not be alienated, released, transferred, hypothecated, or otherwise encumbered without the approval of all holders of first mortgage liens on Lots in the Properties.

Section 6. Parking. Ownership of each Lot shall entitle the owner or owners thereof to the use of two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area.

Section 7. Right of Ingress and Egress. There shall be no restriction upon any unit owner's right of ingress and egress from his unit.

Section 8. Failure to Comply. The failure for any Lot owner to comply with the provisions of the Declaration, By-Laws and any Articles of Incorporation or equivalent document specified in will give rise to a cause of action in the Association any any aggrieved unit owner for the recovery of damages, or for injunctive relief, or both.

Section 9. Management Agreement. Any management agreement for the Common Properties will be terminable by the Association for cause upon 30 days' written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods.

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