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DECLARATION OF RESTRICTIONS
GUERNSEY MEADOWS ADDITION NO. 1

File

THIS DECLARATION, made this 24th day of FEB., 1978, by Rite Realty Corp. (the "Developer").

WITNESSETH:

WHEREAS, the Developer owns the subdivision in the City of Muskego (the "City") legally described in ARTICLE I hereof, which has been platted as "Guernsey Meadows Addition No. 1" (the "Subdivision"), consisting of 31 single-family residential lots; and Developer desires to subject the Subdivision to the conditions, restrictions, covenants, reservations and easements hereinafter set forth for the benefit of the Subdivision as a whole and for the benefit of each owner of any part of the Subdivision.

NOW, THEREFORE, Developer hereby declares that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

ARTICLE I

Property Subject to this Declaration

The following property shall be subject to this Declaration:

Guernsey Meadows Addition No. 1, a subdivision of a part of

in the City of Muskego, Waukesha County, Wisconsin.

ARTICLE II

Definition of Terms

2.1 Affidavit. An "Affidavit" shall mean a written statement under oath made by or on behalf of either the Developers or the Association, as is appropriate to the context, which is recorded among the real estate records in the Office of the Register of Deeds for Waukesha County, Wisconsin, making specific reference to the Subdivision as the real estate affected. Any Affidavit designating or changing the identity or address of the Developers' Agent or the Association's Agent shall set forth the full name and residence or business address of such agent, after giving effect to the designation or change.

2.2 Approving Agent. The "Approving Agent" shall mean the Developers' Agent, as herein defined, during the period of time when such agent is authorized to grant approvals or make determinations under this Declaration as specified in Section 3.2 hereof, and after expiration of such time shall mean the Association's Agent, as herein defined.

2.3 Association. "Association" shall mean the Guernsey Meadows Homes Association, Inc., a nonstock Wisconsin corporation, or its corporate successor.

2.4 Association's Agent. The "Association's Agent" shall mean any individual residing or maintaining an office or place of business in Milwaukee or Waukesha County, Wisconsin, who may from time to time be appointed by the Association for such purpose by recordation of an Affidavit.

2.5 Date of First Lot Sale. The "Date of First Lot Sale" shall mean the date upon which the Developer accepts in writing the first Offer to Purchase a platted lot in the Subdivision, so as to create a legally binding contract for the sale of such lot by Developers, whether or not such Offer to Purchase is subject to any contingencies in the nature of conditions precedent to the purchaser's obligation to conclude the purchase. Promptly after occurrence of such First Lot Sale, the date thereof shall be promptly confirmed by recordation of an Affidavit.

2.6 Developer's Agent. The "Developer's Agent" shall mean Mr. Raymond J. Gray, whose office address is c/o Rite Realty Corp., 11063 West Bluemound Road, Wauwatosa, Wisconsin 53226. In the absence of such agent, Mr. Jeffrey N. LaBonte at the same address is authorized to act in his stead. The identity or address of such agent or alternate may be changed by the Developer by recordation of an Affidavit setting forth such change.

2.7 Dwelling. "Dwelling" shall mean a building which contains one units.

2.8 Family. "Family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single house-keeping group, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption, or marriage.

2.9 Lot. "Lot" shall mean a lot in the Subdivision platted for residential development.

2.10 Unit. "Unit" shall mean that portion of a building to be occupied by a single family.

ARTICLE III

Use of Lots and Similar Matters

3.1 General Purpose. The general purpose of this Declaration is to help assure that the Subdivision and the adjacent property will become and remain an attractive community and toward that end to preserve and maintain the natural beauty of certain open spaces and recreational areas within and in the vicinity of the Subdivision; to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said material and property consistent with the purposes for which it is platted; to encourage and secure the erection of attractive residential structures thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; and to secure and maintain proper spatial relationship of structures to other structures and lot lines.

3.2 Approvals and Determinations. During a period of one year from the Date of First Lot Sale, all approvals which are required to be obtained, or determinations which may be made pursuant to this ARTICLE III by an Approving Agent shall or may be made or obtained

from Developer's Agent. After the expiration of such period of one year, the Developer's Agent shall have no further power or authority to grant or make such approvals or determinations, insofar as they relate to satisfying any of the requirements of this Declaration and all such approvals or determinations shall be granted or made by the Association's Agent.

Sections 3.3, 3.4, 3.6 and 3.8 hereof provide for approvals or determinations exclusively by Developer's Agent, rather than any other Approving Agent. After the expiration of one year from the Date of First Lot Sale, no approvals shall be required to be obtained, and no determinations may be made, by an Approving Agent under the provisions of those Sections; provided, however, that nothing contained in this Declaration is intended to limit or restrict any approvals or determinations relating to lots in the Subdivision which the City may require for any purpose.

3.3 Single-Family Lots. No platted residential lot within the Subdivision shall be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any such lot other than one detached, single-family dwelling, not exceeding two and one-half stories in height and an attached, semi-detached, or detached private garage or carport for at least one but not more than two cars, and other outbuildings incidental to residential use of the premises. The minimum living area of each such single-family dwelling shall be either:

- a. One story dwelling, no less than 1,400 square feet on the first floor.
- b. One and one-half or two story dwelling, no less than 1,000 square feet on the first floor, and not less than 1,600 square feet in total.
- c. Tri-level dwelling, no less than 1,400 square feet on the upper two levels.

Each such dwelling either shall be provided with a basement of no less than 300 square feet, or the above-stated otherwise applicable minimum living area for such dwelling shall be increased by no less than 200 square feet.

During the period when he has approving authority, as provided in Section 3.2 hereof, the Developers' Agent shall have exclusive right to determine whether such area requirements will be met by any proposed single-family dwelling, and any such action by said agent shall be final and conclusive.

3.4 Architectural Control. All structures shall be designed by a registered architect, a professional engineer experienced in home design, or an equally qualified individual or firm. During the period when he has approving authority, pursuant to Section 3.2 hereof, no building, wall, fence or other structure shall be erected, placed, or altered on any lot until the building plans, specifications and plot plan showing the location thereof have been approved in writing by the Developer's Agent as to quality, materials, harmony of external design and colors with existing and planned structures; as to location with respect to topography, setbacks, finish grade elevations, driveways and planting; and as to compliance with all applicable restrictions contained in this Declaration.

3.5 Building Location. No building or structure, excluding caves, steps, open porches, overhangs, patios or other appurtenances not built on a foundation or frost footing, and no garage shall be located on any lot nearer to the front lot line than 30 feet or nearer to a side street line than 25 feet, or nearer to the side line of an adjoining lot than 10 feet or nearer to a rear lot line than 30 feet. The appurtenances which are excluded from the setback requirements of the preceding sentence shall be located so as to avoid encroachment upon any other lot. To the extent that such appurtenances are located outside of the building set back lines, the Approving Agent shall determine the extent, if any, to which they shall be set back from lot lines, and for the purposes of this paragraph, each corner lot shall be deemed to have one rear lot line and one side lot line, as determined by the Approving Agent from the orientation of the proposed dwelling thereon.

3.6 Attached Garages and Surfaced Drives, etc. Each residence constructed upon a lot shall have an attached garage which is harmonious with the residence structure as to design, materials and finished floor elevation. No detached garage or carport shall be constructed upon any lot. Such attached garage shall be connected to the street by a driveway permanently surfaced with bituminous concrete or portland cement concrete. Except during any period of construction or remodeling, no truck shall be regularly parked on any lot outside of the garage. No boat, trailer, camper or similar recreational vehicle shall be regularly parked or stored on any lot outside of the garage, except on such portion of the paved driveway or paved driveway apron situated within the building setback lines specified in Section 3.5 of this Declaration. The attached garage shall be constructed simultaneously with construction of a residence, and the surfaced driveway shall be installed within one year after a residence is first occupied.

3.7 Preservation of Trees. No existing tree with a diameter of two (2) inches or more at a height of four (4) feet from the ground, beyond three (3) feet from the approved dwelling location, shall without approval of the Approving Agent be cut down, destroyed, mutilated, moved or disfigured; and all existing trees shall be protected during construction and preserved by wells or islands, and proper grading, in such manner as may be required by the Approving Agent.

3.8 Ground Fill on Building Sites. Where fill is necessary on a lot to obtain the proper topography and finished ground elevation it shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill material shall be leveled immediately after completion of the building. A

3.9 Easements and Surface Drainage. In addition to any easements shown on the recorded plat, there is hereby reserved, for utility purposes and for ground water surface drainage, an easement ten (10) feet in width extending along the rear ten (10) feet of each lot. The rear ten (10) feet of each lot shall be graded and maintained so as to permit the unobstructed flow of surface water along the vicinity of the rear of the lots to catch basins or to logical points of discharge into the street gutters or into any water courses; provided, however, where topography does not permit a drainage swale within the rear ten (10) foot easement, the easement and drainage shall be located as indicated on the master grading plan. Surface water drainage swales shall be created and maintained along all side lot lines to prevent flow toward adjacent dwellings.

Swales to carry surface water along rear and side lot lines shall be mutually shared by adjacent property owners. The center line of the swale shall be on the common lot line unless a variance is required by the master grading plan or is granted or required in writing by the Approving Agent. The location of the proper course and method of drainage swales to provide for all surface drainage on each lot shall be determined by the Approving Agent, on the basis of and substantially consistent with the approved master grading plan.

3.10 Lot Grade. The Plat of Survey of each lot shall show the existing and approved final grade at all lot corners, and the existing and approved final grade at the dwelling. All grading shall be properly sloped, installed and maintained to the indicated elevation shown on the approved master grading plan. Any acceptable variance from the proposed grades shall be valid only when approved in writing by the Approving Agent.

3.11 Slopes, Terraces, Retaining Walls. In general, all finished lot grading shall slope away from the dwelling at a minimum pitch of 1.5 percent (that is: - 9 inches of vertical fall in 50 feet of horizontal distance); and in general, all lot grading should have a slope of not more than 10 percent (that is: - 5 feet of fall in 50 feet of horizontal distance).

Terraces shall have a maximum slope not to exceed 3 to 1 (that is: - a 1 foot rise in elevation for every 3 feet of horizontal distance); and all terraces shall be constructed completely within the boundaries of each lot, with the foot of each terrace at least 12" from any lot line.

Retaining walls shall be constructed of masonry, with proper batter and of proper height and footing to retain the adjacent ground. Where lot grading requires a retaining wall, it shall be constructed completely within the boundaries of each lot. Any variances from the construction of terraces or retaining walls as outlined by this section shall be valid only when approved by the approving authority in writing.

3.12 Sight Distances at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines, all as approved by the Approving Agent.

3.13 Nuisances. No noxious odors shall be permitted to escape from any unit, dwelling, or lot, and no activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any lot.

3.14 Temporary Structures. No structure of a temporary character, and no 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.

3.15 Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period.

3.16 Animals and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, boarded 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 purpose, or allowed to annoy neighbors.

3.17 Water Supply. Each dwelling shall be connected to the water supply of the City or public or private utility serving the entire Subdivision and no individual wells to provide water shall be permitted.

3.18 Sewage Disposal. Each dwelling shall be connected to the municipal sewer system, and no septic tank or individual sewage system shall be permitted.

3.19 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and suitably screened from view from streets.

3.20 Antennae. Except for rooftop antennae which extend not more than ten (10) feet above the highest point in the roofline of any dwelling, no external television antennae or similar devices shall be erected without the prior approval of the Approving Agent.

3.21 Utility Wires. All exterior service and utility wiring, including service drops to individual dwellings shall be installed underground, and no overhead wires shall be permitted within the Subdivision, except such overhead wires as may have been installed prior to the recording of this Declaration of Restrictions.

3.22 Fences and Walls. No fence or wall shall be permitted to extend beyond the minimum front building setback line established herein. No cyclone fences and no fences or walls over 48 inches in total height shall be permitted on any lot, except fences which enclose swimming pools and which are set back at least ten (10) feet from each side lot line and at least fifteen (15) feet from each rear lot line. No fence or wall of any height shall be permitted on any lot except upon approval by the Approving Agent.

3.23 Building Materials and Roof Colors. Every building erected in said Subdivision shall have all exterior exposed wall surfaces constructed of veneers of either stone, brick, or masonry, or siding of wood, or approved metal, or any combination of said materials and permitting solid masonry construction. ^

3.24 Motorized Vehicles. No motorcycles, snowmobiles, trail bikes, dune buggies or off-street motorized vehicles of whatsoever type or description shall be operated on any lot, driveway, parking area, private road, or open space within the Subdivision, except for necessary travel, as contrasted with recreational use, over private roads, parking areas and driveways by any such vehicle which is by law authorized to travel upon public roads.

3.25 Planting Screen. Each owner of Lots 73, 74, 75 and 83 to 90, inclusive, shall, within one year after occupying a dwelling on such lot, install at such owner's expense plant material in accordance with the landscaping plan approved by, and on file with the City (a copy of which Developer will attach to, and make a part of the accepted Offer to Purchase each of such lots). Such planting screen shall be installed within the 30 foot wide "landscape buffer" shown on the Subdivision plat, which borders State Trunk Highway 24.

3.26 Street Trees. In accordance with requirements of the City, and pursuant to subparagraph 6(h) of a Subdivision Agreement between Developer and the City, the City will install street trees at the front of each lot, approximately five (5) feet from the front lot line, and Developer has deposited funds with the City to pay the cost of such installation. The City, through its employees or contractors engaged by it, shall be entitled to access to the front portion of each lot for the purpose of installing and, if necessary, replacing such street trees.

3.27 Effect of Approval. Upon approval, to the extent required by these restrictions, of the building plans, specifications and the plot plan by Approving Agent, and upon receipt of all necessary municipal or other governmental approvals, consents and permits, construction in accordance with said plans and specifications may commence. Such construction shall be substantially completed within one year after the last such approval has been given. In the event an Approving Agent fails to act upon any matter duly submitted for approval under these Restrictions within 30 days after submission, and, in such event, if no suit to enjoin or undo the proposed action for which any lot owner so requested approval has been commenced before one year from the date of the completion of such action, no right shall exist to enforce these covenants insofar as they require such approval. In the event plans, specifications and plot plans are duly submitted and approved pursuant to Section 3.5 hereof, no rights shall exist to enforce these covenants insofar as said plans, specifications and plot plans so approved may deviate from the restrictions contained within these covenants.

ARTICLE IV

Approval Procedure

Any approval required by this Declaration to be obtained from an Approving Agent shall be in writing. Promptly after acting upon any request for approval presented to him, such Approving Agent shall in writing notify the person submitting such request of its determination. Upon request the statutory registered agent of the Association shall furnish a written statement of the name and address of the person then acting as the Association's Agent hereunder. If such registered agent shall fail to make the aforementioned designation, submission of requests for approval to the registered agent shall constitute submission of the same to the Association's Agent for all purposes under this Declaration.

ARTICLE V

Charges, Assessments and Special Assessments

5.1 General Annual Charge. All lots shall be subject to general annual charges, or maintenance assessments, which may be determined and assessed annually by the governing board of the Association, for the purpose of defraying the costs and expenses of the Association in carrying out its stated purposes and functions, including defraying the costs of maintaining and administering any properties which may be conveyed to the Association and accepted by it for the common use and enjoyment of all Association members. The general charge or maintenance assessments shall be sufficient to raise an amount which, in the judgment of a majority of the Association's members present or represented at a regular meeting or adjournment thereof, may be required for the ensuing calendar year; and shall be a pro rata share allocated on the basis of one share per lot in the Subdivision and in Guernsey Meadows subdivision. The maximum per share annual assessment shall be Sixty Dollars (\$60.00). Any such annual assessments shall be paid to the Association by a date, to be determined by the governing board, which shall be at least 30 days after the date of the membership meeting at which the annual budget shall have been approved.

5.2 Water Charges. So long as the Association shall operate the wells and water distribution system for the Subdivision and Guernsey Meadows subdivision, the cost of operating and maintaining such facilities, including provision of reasonable reserves for depreciation of facilities, shall be determined, levied against those lots which are improved with dwelling houses, and collected as follows: The Board of Directors of the Association shall prepare and annually submit to its membership, as part of the Association's annual budget, a separately apportioned budget for such costs of the water facilities, consisting of the estimated expenditures and any funded reserves for depreciation which may be provided. Upon the adoption and approval of such annual budget by a majority of the membership of the Association, at a regular meeting of members or any adjournment thereof, the Board of Directors shall levy an assessment upon each lot which, on date when such levy has been ordered, has been improved by construction thereon of a dwelling, representing such lot's pro rata share of the amount so budgeted. Such assessment shall be payable in such monthly, quarterly or other installments as may be determined by the Board of Directors of the Association, provided that the first installment shall be payable not less than 30 days after the date of the membership meeting at which the annual budget shall have been approved. Unless and until any such assessments have been levied in the manner aforesaid, commencing with the date on which each lot which has been improved by

construction thereon of a dwelling connects to the water system owned by the Association, the owner of each such lot shall pay to the Association for water service such amount per lot (which shall be uniform as to all improved lots), payable at such intervals and due upon such dates as shall from time to time be established by the Board of Directors of the Association. Initially, unless and until changed by the Board of Directors, such amount shall be Ten Dollars (\$10.00) per month or Thirty Dollars (\$30.00) per quarter. If for any reason such unpaid charge is not enforceable as a statutory maintenance lien pursuant to Section 289.70, Wisconsin Statutes, it shall nevertheless constitute a contractual lien in accordance with Section 5.5 of this Declaration.

5.3 Capital Improvements; Assessments Therefor. The Association may construct or install additional amenities upon any lands which may be owned by or leased to it, and may make capital expenditures for such purpose. Funds for such expenditures may be derived from the general annual charge levied pursuant to Section 5.1 hereof, or from any special assessment which may be levied as follows: After dwellings have been built on at least 90% of the lots in the Subdivision and Guernsey Meadows, on a combined basis, such assessments for capital improvements may be levied if approved by a written instrument executed in accordance with requirements of Section 7.2 hereof for approval of amendments to this Declaration and recorded in the same manner as a conveyance; any such instrument shall set forth the amounts assessed against each lot, which shall be the same proportion of the aggregate assessment as is provided in Section 5.1 hereof for the general annual charge, and shall specify the due date for such assessments as a date at least 30 days after such approval in accordance with Section 7.2 hereof.

5.4 Assessments to Obtain Compliance with Restrictions. All lots shall also be subject to special assessment by the Board of Directors of the Association to cover all or any portion of the expenses incident to the enforcement of the recorded Deed Restrictions concerning said lot, and for caring for vacant, unimproved or unkempt lots and removing weeds, grass, or any other unsightly or undesirable objects therefrom. Such special assessments shall be due and payable ninety (90) days after the required affirmative vote of the Board of Directors of the Association.

5.5 Collection and Enforcement. The right to collect or enforce the collection of annual charges, maintenance assessments, water charges and special assessments imposed pursuant to this Article IV is hereby delegated exclusively to the Association. The owners of lots, and any portion thereof, shall be personally obligated to pay such charges, assessments and special assessments upon the lots owned by them. All charges, assessments and special assessments levied by the Association pursuant to this Article V, which are unpaid when due, shall bear interest from such due date at the rate of eight percent (8%) per annum, and such charge and interest shall from that time on become and remain a lien upon the lot until paid. The Association shall have the exclusive right and power to bring any and all actions and proceedings for the collection of such charges and assessments and for the enforcement of liens arising therefrom. Any such liens securing unpaid charges, assessments or special assessments arising by virtue of this Article V shall be subject and subordinate to the lien of any mortgage, whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing hereinabove contained shall prevent or impede the collection of lawful charges, special assessments and similar taxes by the City. The Association may bring an action at law against

any owner; personally obligated to pay the same, or to foreclose the lien for such charge against any lot. Any such foreclosure action may be brought either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien, as provided in Section 289.70, Wisconsin Statutes, to the extent said Section is applicable. If the Association retains an attorney to enforce any such delinquent charge, reasonable attorney's fees and any court costs incurred shall be added to and become a part of such charge.

5.6 Obligation to Maintain Any Common Areas; City's Remedies.

If the Association shall fail to maintain any lands or outlots in the City of Muskego (the "City") conveyed to and accepted by it, or if the Association shall cease to have the legal duty to maintain any property to which it holds title, the owners of all lots in the Subdivision shall be responsible, on a proportionate basis as set forth for the general annual charge in Section 5.1 of this Article V, for the maintenance of such property. If such owners shall thereafter fail to maintain such open space, the City is authorized to give them written notice requiring them within 30 days thereafter to provide the required care or to give evidence satisfactory to the City of their willingness to provide such care. Should said owners fail to do so, the City shall have the right to provide the required maintenance and to include in the tax bill for each platted lot in the Subdivision proportionate shares, allocated as provided in Section 5.1 of this Article V, for the cost of such maintenance. For such purpose, the Subdivision shall be deemed to constitute a special assessment district.

ARTICLE VI

The Association

6.1 Membership. Every person or entity who is a record owner of fee title to a lot in Guernsey Meadows subdivision and in the Subdivision shall be a member of the Association, provided that no person or entity who holds an interest merely as security for the performance of an obligation shall be a member but in such case the owner of equitable title shall be the member.

6.2 Management. The Association shall be managed by a Board of such number of directors as may from time to time be designated in the Bylaws of the Association, but not less than three. The directors shall be those initially designated in the Articles of the Association until replaced by requisite vote at a membership meeting duly noticed in accordance with the Articles and Bylaws of the Association.

6.3 Levy of Annual Charge. The amount of each general annual charge or assessment levied pursuant to Section 5.1 hereof shall be approved by a majority vote, determined in accordance with Section 6.4 hereof, of members present or represented at an annual or special meeting of members of the Association.

6.4 Voting Rights. Members of the Association shall have an aggregate of 102 membership votes, consisting of one vote for the owner of each lot described in Section 6.1 hereof, except that after expiration of a period of one year from the Date of First Lot Sale Developer shall no longer be entitled to any votes with respect to lots owned by Developer or any of them. No tenant or occupant of a unit, as such, shall be a member of the Association or entitled to vote at its meetings. Lots held in joint or co-ownership shall vote as a unit, as determined by all of the owners, but, in the absence of notice to the contrary, the Association may treat any owner as authorized to vote such membership.

ARTICLE VII

Miscellaneous

7.1 Term. This Declaration shall run with the land and shall be binding upon all persons claiming under the Developer for a period of ten years from the date this Declaration is recorded. After the expiration of such ten-year period, this Declaration shall be automatically renewed for successive periods of ten years, unless there is recorded an instrument executed by the owners of at least 60% of all lots subject hereto, for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of the initial or renewal term which next expires following the recording of such instrument of termination.

7.2 Amendment. This Declaration may be amended at any time and in any respect by the recording of an instrument executed as follows: (a) during a period of one year from the Date of First Lot Sale, such instrument shall be executed by the Developer and the owners of at least 60% of the lots subject hereto which are not owned by Developer, and (b) thereafter such instrument shall be executed by the owners of at least 75% of the lots subject hereto.

7.3 Enforcement. Initially the Association shall have the sole right to enforce the provisions hereof, which it may do by proceedings at law or in equity, either to restrain or to recover damages for any violation or attempted violation of any provision of this Declaration, or for both such remedies. However, if any member of the Association in good standing shall file with the Association a written petition for the commencement by it of proceedings against any such violation or attempted violation, and the Association shall fail to act within a period of thirty days thereafter or shall refuse in writing to act upon such petition, then such petitioner may within a period of six months after filing such petition commence an action or proceedings based upon any injury to his individual rights arising from the violation or threatened violation described in such petition.

7.4 Severability. Invalidation of any one or more of these covenants or parts thereof by judgment or court order shall in no wise affect any of the other provisions, which other provisions shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this instrument on the date first above written.

RITE REALTY CORP.

By _____
Jeffrey N. LaBonte, Vice President

Attest _____
Thomas P. Isherwood, Secretary