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DECLARATION OF RESTRICTIONS

REGISTERED DEEDS
CLINTON COUNTY, MICH.*David M. Hagg*

KNOW ALL THESE PERSON BY THESE PRESENTS, that Springbrook Hills Partnership, a Michigan Co-partnership, of 2360 Jolly Oak Road, Okemos, MI 48864, as Proprietors, have and by the presents do declare the following restrictions upon the real estate legally described as:

The plat of SPRINGBROOK HILLS III, a subdivision on part of the SE 1/4 of Section 6, T5N, R2W, DeWitt Charter Township, Clinton County, Michigan. The following requirements shall be met and the following improvements shall be made with regard to that portion of the Property upon which any dwellings will be constructed:

- A. The setback from the front lot line to the front of the house shall be at least thirty-five (35) feet unless this requirement is waived by DeWitt Charter Township.
- B. The setback from the rear lot line to the rear of the house shall be at least fifty-five (55) feet unless this requirement is waived by DeWitt Charter Township.
- C. The side yards shall be at least ten (10) feet on each side unless this requirement is waived by DeWitt Charter Township.
- D. One hardwood tree having a trunk diameter of one and one half (1 1/2") inches or larger shall be placed in the front yard of such property and not more than five (5) feet from the front lot line, and on the corner lots 2 trees are required with one and one half (1 1/2") inch trunk diameter to be placed, one on each street within five (5) feet of the lot line.
- E. Five (5) foot sidewalks shall be constructed and installed along the frontage of such property between the front of any such dwelling and any street located in DeWitt Charter Township. One (1) foot inside of the road right of way on all street.

SUPPLEMENTARY**DECLARATION OF COVENANTS AND RESTRICTIONS****SPRINGBROOK HILLS SUBDIVISION**

THIS DECLARATION made the 23rd day of October, 1995, by **SPRINGBROOK HILLS PARTNERSHIP**, a Michigan co-partnership, of 2360 Jolly Oak Road, Okemos, Michigan 48864, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent common facilities for the benefit of the said community; and

WHEREAS, the Developer has previously made a Declaration of Restrictions pertaining to the Development which have been recorded with the Register of Deeds for Clinton County, Michigan; and

WHEREAS, Developer wishes to supplement the recorded Declaration of Restrictions as provided hereinafter; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of common facilities, and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to define an agency to which should be delegated and assigned the powers of maintaining the administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to happen, as a non-profit corporation, Springbrook Hills Homeowners Association, a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and lien (sometimes referred to as "covenants and restrictions") hereinafter set forth.

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS**ARTICLE I****DEFINITIONS**

Section 1.

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "Association" shall mean and refer to the Springbrook Hills Homeowners Association, a Michigan non-profit corporation.

(b) The "Properties" shall mean and refer to the land described in Article II, Section 1, or any other platted land which may hereafter be made subject to this Declaration of Covenants and Restrictions according to the terms hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties as being intended to be devoted to the common use and enjoyment of the owners of the Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, including platted land which is hereafter made a part of the Properties as provided for in Article II, Section 2.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or the land contract purchaser of any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association.

(g) The "Development" shall mean and refer to the land described in Article II, Section 1, and other platted land which is hereafter merged with the Existing Property (as hereinafter defined) in accordance with Article II, Section 2.

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS**ARTICLE II****PROPERTY SUBJECT TO THIS DECLARATION****Section 1. EXISTING PROPERTY.**

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is described as:

Springbrook Hills III, a Subdivision on part of Section 6, T5N, R2W, DeWitt Township, Clinton County, Michigan, according to the recorded plat thereof as recorded in Liber 8 of Plats, Pages 45 through 47, Clinton County Records.

This plat contains twenty seven (27) lots numbered 55 through 81 inclusive, two (2) outlot's, and one (1) central park common property, all of which real property shall hereinafter be referred to as "Existing Property."

Section 2. ADDITIONS TO EXISTING PROPERTY.

Additional lands may hereafter become subject to this Declaration in the following manner:

(a) The Developer, its successors or assigns,, shall have the right to bring within the scheme of this Declaration additional contiguous platted properties in the future. Any additional land which subsequently becomes part of the Development shall be subject to the terms of this Declaration, and its owner shall become a Member of the Association.

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 property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Existing Property.

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS**ARTICLE III****PROPERTY RIGHTS IN THE COMMON PROPERTIES****Section 1. MEMBER'S EASEMENTS OF ENJOYMENT.**

Every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. DELEGATION BY MEMBER.

Any Member may delegate his rights of enjoyment in the Common Properties to the members of his family who reside upon the Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more, PROVIDED, the Member notifies the secretary in writing of the name of any such tenants, who are subject to suspension to the same extent as those of the Member.

Section 3. EXTENT OF MEMBER'S EASEMENTS.

The Association may dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

Section 4. TITLE TO COMMON PROPERTIES.

The Developer may retain the legal title to the Common Properties, if any, until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties, if any, to the Association not later than January 1, 1999. In the event additional properties are made subject to these covenants and restrictions as provided herein, any Common Properties made subject to this paragraph shall be conveyed to the Association within five (5) years of the date the Plat for the additional properties is recorded with the Register of Deeds.

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS**ARTICLE IV****ASSOCIATION****Section 1. MEMBERSHIP.**

Any person acquiring legal or equitable title to a Lot shall automatically by virtue thereof become a member of the Association. The Association consists of all Owners in the Development. The Association is entitled to carry on such business as is authorized by its Articles of Incorporation, including, but not limited to, the powers granted it hereunder.

- (a) As a member of the Association, and in consideration of having the right to use the Common Properties, each owner of legal or equitable title to any Lot by acquiring such legal or equitable title agrees for himself, his heirs, successors and assigns, to pay to the Association any dues, assessments, charges, costs, or fines as may from time to time be levied by the Association for any lawful reason.
- (b) Notice of the amount of any assessment or other charge, dues, or fine shall be given to the owner of legal and equitable title to any Lot by first-class mail addressed to his last-known address as it appears on the rolls of the Association.
- (c) Any assessment or other charge not paid on or before the due date established by the Association shall be considered as being in default and shall bear interest at the highest rate then permitted by law. Such interest, and all costs incurred by the Association in connection with the collection of any such charge, including reasonable attorneys' fees, shall be collectible by the Association and shall constitute a continuing lien upon any Lot within the Development owned by the Owner responsible therefor. All such charges shall also be the personal obligation of the Owner against whom they were assessed.
 - (1) If any Owner shall fail to pay any statement tendered by the Association to him, or his successors and assigns, within thirty (30) days after receipt thereof, the amount of such statement, together with interest thereon at the maximum legal rate, plus reasonable attorneys' fees necessary to collection, shall automatically become a continuing lien upon the Lot or Lots of the obligor billed, which lien shall be superior to all claims to such Lot or Lots except first mortgages, as well as an enforceable personal obligation of the Owner. The Association, or its successors and assigns, may, upon the failure of an Owner to pay any statement tendered by the Association, record notice of its claim of lien against any such Lot and thereafter pursue an action

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to foreclose said lien in any manner now or in the future permitted by law or equity, including, but not limited to, what is commonly known as a foreclosure by advertisement. In this regard, the Owner hereby grants the Association a power of sale and authorizes the Association to sell the Lot to which delinquent charges are attributable or cause it to be sold at public auction and to deliver to the purchaser good and marketable title thereof, subject only to any first mortgage. The proceeds received at such a sale shall be distributed in accordance with the priorities established by applicable law. The Association may, in addition to, or instead of, foreclosure, obtain a personal judgment against the obligor.

(d) The Association shall be managed by its board of directors in accordance with Bylaws therefor adopted by the Developer. The Bylaws may further define the rights and obligations of the Association and its Members, but this Declaration shall govern in the event of an inconsistency between it and such Bylaws.

Section 2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.

The assessments shall be annual based on the calendar year. Annual assessments shall commence January 1997. Subject to the limitations set forth in Article IV, Section 4, the amount of the annual assessment shall be determined by the Association's Board of Directors at its regular November meeting for the following calendar year. Notice of the assessment shall be sent by first class mail to every owner on or before December 15 of each year notifying and billing the Owner for the assessment. The assessment shall then become due and payable and shall be paid on or before January 15 of each succeeding year.

Section 4. MAXIMUM ANNUAL ASSESSMENT.

Commencing January 1997 and until the conclusion of the year 1998, the annual assessment shall be Seventy-five Dollars (\$75) per year per Lot. For the period of time between January 1, 1996, and December 31, 1998, the annual assessment shall not exceed \$75 per year per Lot (the "Maximum Annual Assessment"). Commencing January 1, 1999, the Maximum Annual Assessment may be increased for the next three (3) years by a vote of the Members as provided

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hereinafter. An increase in the maximum annual assessment shall have the assent of 2/3 of the votes of those Members who are voting in person or by proxy, at a special meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of the special meeting and shall specifically set forth the purpose of the special meeting, provided that the limitations hereof shall not apply to any change in the maximum rate of assessment as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II hereof. The Board of Directors may, after consideration of the financial needs of the Association, fix the actual assessment for any year at an amount less than the maximum annual assessment.

Section 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessment, the Association may levy in an assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or for purchase of real estate provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Written notice of the amount and due date of any special assessment which is approved by the Members shall be sent by first class mail to every Owner subject thereto within ten (10) days following such approval.

Section 6. QUORUM.

The quorum required for any action authorized under Article IV, Sections 4 and 5, shall be as follows:

(a) The quorum at the initial special meeting called to consider action pertaining to Article IV, Sections 4 and 5, shall require the presence of 60 percent of the Members, in person or by proxy, of all votes of the membership. In the event a quorum is not reached at the initial special meeting of Members, a second meeting may be called, subject to the notice requirements set forth in Sections 4 and 5, and the required quorum shall be one-half of the quorum required at the initial special meeting of the members, provided that no such subsequent meeting shall be held more than sixty (60) days following the initial special meeting of the Members.

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS**Section 7. ASSESSMENT ROSTER.**

The Board of Directors of the Association shall cause to be prepared, at the time of determination of the annual assessment, or at the time of the approval by the members of a special assessment under Section 5 hereof, a roster of the Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

Section 8. EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempted from the assessments, charge 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 1, Section 1, hereof; (c) all properties exempted from taxation by the laws of the State of Michigan upon the terms and to the extent of such legal exemption. No land or improvements devoted to dwelling use shall be exempt from said assessments, charges or lien.

ARTICLE V**RESTRICTIVE COVENANTS****Section 1. PURPOSE.**

The Developer recognizes that there can be an infinite number of concepts and ideas for the development of Lots consistent with its plan for the Development. The Developer wishes to encourage the formulation of new or innovative concepts and ideas. Nevertheless, for the protection of all owners and for the preservation of the Developer's concept for the development of the Development, the Developer wishes to make certain that any development of a Lot will maintain the natural beauty of the Development and, as much as reasonably possible, blend all man-made structures into the natural background. In order to meet these objectives, and subject to these covenants and restrictions, the Developer gives the Architectural Control Committee power to review and to approve or disapprove all improvements to the Lots prior to their implementation.

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS**Section 2. ARCHITECTURAL CONTROL.**

No building, fence, wall, basketball backboard, or other structure or alteration shall be commenced, erected, placed, or altered on any Lot or upon the Properties until the plans and specifications showing the nature, kind, shape, height, materials and location shall have been submitted and approved in writing as provided herein.

(a) Elements to be considered in determining whether or not to approve the proposed plans and specifications shall include, but not be limited to, the harmony with existing external design, location in relationship to surrounding structures and topography, finish grade elevations., and quality of material and workmanship.

(b) No Lot shall be used except for residential purposes. However, model homes or homes with displays and sales activities may be maintained by the builder, Developer or real estate broker as long as they are well maintained and they are not a nuisance to the general neighborhood. Also "Home Occupation" is permitted, as defined by the DeWitt Township Zoning Ordinance at the time of such use. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling of new construction not to exceed two and one-half stories in height and, a private garage for not more than three cars or less than two cars.

Section 3. REVIEW BY COMMITTEE.

Any reference contained in these covenants and restrictions to the Architectural Control Committee and actions which are requested of it shall be submitted in writing to, considered by, and approved in writing by the Architectural Control Committee. In the event the entity to which said proposal has been submitted shall have failed to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, further approval will not be required. Provided, however, in the case of construction of a new dwelling on any Lot, T. A. Forsberg, Dennis J. Forsberg, or Roger A. Dean may approve plans without submitting said plans to the Architectural Control Committee. The approval of any request by any one of the above shall be deemed approval by all.

Section 4. MINIMUM REQUIREMENTS.

The following minimum requirements shall be met with respect to all plans that are submitted for consideration. These are minimum requirements only and, pursuant to the provisions hereof, are not the only basis upon which plans may be disapproved.

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

(a) No dwellings shall have excessively exposed foundation area (maximum 2 feet in height).

(b) All driveways shall be constructed of concrete.

(c) All outside parking areas shall be subject to approval.

(d) Any one-story single family residence erected on a Lot shall contain a minimum living area of 1600 square feet above street level. Any multi-story single family residence erected on a Lot shall contain a minimum living area of 2050 square feet above street level.

(e) Solar collectors and satellite dishes or any other device or equipment erected either on the exterior of a dwelling or detached therefrom and designed for the production of energy for heating or cooling or for any other purpose shall be subject to prior approval.

(f) Any dwelling built on any Lot shall have at least a 400-square-foot garage attached to, connected with, or built as part of the dwelling, with interior walls finished. Automatic door openers shall be installed for all garage doors.

(g) The placement and intensity of outdoor lighting, whether for security or for ornamentation, other than for decorative fixtures erected on buildings and having a maximum wattage of 100 watts, shall be subject to prior approval.

Section 5. RULES AND REGULATIONS.

All Lots are subject to the following rules and regulations, which each Owner covenants to obey:

(a) 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 or for storage whether temporarily or permanently.

(b) No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(c) No fence, wall, hedge, or shrub planting which obstructs sight line at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot

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within the triangle area formed by the street lines, or in 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 or alley pavement. No tree 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.

(d) Each Lot, including the area between front lot line and the curb, shall be seeded or sodded or landscaped in a neat, orderly and aesthetically pleasant manner within one (1) year from the start of construction.

(e) All dwellings and garages constructed on the Lots shall be of new construction. There shall be no outdoor storage of a mobile home, motor home, house trailer, or other recreational vehicle or trailer, and the outdoor storage of boats, snowmobiles, utility trailers, camping trailers, or any other kind of trailer is prohibited. No carport shall be erected or maintained on any Lot. "Storage" is considered anything over forty-eight (48) hours in any one week.

(f) Any dwelling on any Lot in the Plat which may be damaged or destroyed by fire, windstorm, or from any other cause shall be repaired, rebuilt or torn down and all debris removed and the Lot restored to a sightly condition with reasonable promptness. The Developer may enter on any premises where any excavation, foundation, or uncompleted house has been left without substantial and continuing building progress for more than three (3) months and cause such excavation or foundation to be filled or removed, or such uncompleted house to be demolished. The expense thereof shall be immediately due and payable to Developer by the Lot Owner and shall become a lien on the property and may be foreclosed by the Developer as in the case of the foreclosure of a mortgage under Michigan statutes.

(g) The Owner of any improved Lot shall at all times keep and maintain the same in an orderly manner causing grass and other growth to be regularly cut, prevent accumulations of rubbish and debris, and in general maintain the Lot in a sightly condition. Should the owner refuse or neglect to maintain any Lot in an orderly manner as herein provided after notice in writing is given him by the Association of violation of the requirements herein contained, the premises may be placed in an orderly manner, and the owner shall be required to pay the cost thereof, collection to be made by the Association in the same manner as the annual assessment, until paid, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment

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of cost is made. Each assessment, together with such interest thereon, and cost of collection thereof, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, precisely in the same manner as with regard to collection and enforcement of annual assessments.

(h) The following shall be prohibited within the Development:

- (1) The keeping of livestock or poultry;
- (2) outdoor tanks for storage of fuel;
- (3) Outdoor receptacles for ashes, garbage or refuse;
- (4) On-site exploration or drilling of oil or gas;
- (5) On-site exploration or removal of sand, gravel or other subsurface minerals;
- (6) outdoor clotheslines;
- (7) Vegetable gardens in the front or side yards;
- (8) Motorized vehicles of any sort on Common Areas, including, but not limited to, ATVs, motorcycles and snowmobiles, except for lawn maintenance equipment or any construction equipment used to build or maintain Common Areas.
- (9) Swimming or wading pools with a water surface of more than 50 square feet unless the proposed water level is below the average elevation of the ground around the pool.

Section 6. EASEMENTS.

A perpetual easement is hereby established over that part of each Lot as hereinafter described:

(a) Easements for installation and maintenance of drainage facilities, structures, and grades are reserved over eight (8) feet of the side and rear of each Lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each Lot and all improvements shall be maintained continuously by the Owner of the Lot.

Developer covenants that it will endeavor to provide drainage channels within said easements, but it is expressly recognized that water flow obstruction may result by reason of grade on any particular Lot in the subdivision. In the event that obstruction of water flow does result, Developer shall be permitted, but not required, to take such action to correct the obstruction upon any Lot, whether such obstruction occurs on that Lot or on any other Lot within the Property.

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Further, attendant to said easement for said drainage purposes, rights of ingress and egress are reserved to the Developer for the purpose of installation of drainage channels in the easement for correction of flow obstruction.

ARTICLE VI**GENERAL PROVISIONS****Section 1. DURATION.**

The covenants and restrictions of this Declaration shall run with 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 representative, heirs, successors, and assigns, for a term of twenty-five (25) 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 signed by the then-owners of two-thirds (2/3) of the Lots has been recorded agreeing to change. Said covenant shall be effective only if made and recorded one (1) year in advance of the effective date of such change, and only if written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. However, changes can be made in these covenants at any time upon the recording of an instrument, signed by the then-owners of eighty (80) percent of the Lots, agreeing to said changes.

Section 2. NOTICES.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. ENFORCEMENT.

Enforcement of these covenants and restrictions shall be any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

