



*Declarations of
Covenants, Conditions
and Restrictions*

Section 6.06. Construction.

(a) Restrictions Severable. Notwithstanding anything herein to the contrary, each of the provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(b) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

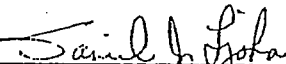
(c) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles hereof.

Section 6.07. No Personal Liability. Recourse under this Declaration shall be limited solely to Declarant and its assets. No individual partner or partners of Declarant, general or limited, shall have any personal liability hereunder for the obligations of Declarant.

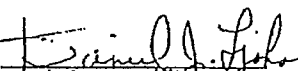
IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

DECLARANT:

KINGS COVE LIMITED PARTNERSHIP
a New Jersey limited
partnership

By: 
Daniel J. Ljofa, Sole
General Partner

KINGS COVE NEIGHBORHOOD
ASSOCIATION, INC.

By: 
Daniel J. Ljofa,
President

KINGS COVE

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this ^{5th} day of MARCH, 1984, by and between KINGS COVE LIMITED PARTNERSHIP, a limited partnership formed under the laws of the State of New Jersey, having an address at c/o Summit Land Development, Inc., 59 North Lakeview Drive, Gibbsboro, New Jersey 08026, hereinafter referred to as the "Declarant" and KINGS COVE NEIGHBORHOOD ASSOCIATION, INC., a not-for-profit corporation formed under the laws of the State of New Jersey, having an address at c/o Summit Land Development, Inc., 59 North Lakeview Drive, Gibbsboro, New Jersey 08026, hereinafter referred to as the "Association".

RECITALS

WHEREAS:

A. Declarant is the owner of all of the real property described in Exhibit A attached hereto and made a part hereof located in the City of Brigantine, Atlantic County, New Jersey (the "Premises").

B. Declarant is the optionee under an option agreement with respect to the real property described in Exhibit B attached hereto and made a part hereof (the "Additional Premises").

C. Declarant desires to provide for the conservation, preservation and enhancement of the property values of the Premises and Additional Premises (hereinafter sometimes jointly called the "Neighborhood") so as to contribute to the personal and general health, safety and welfare of residents and for the conservation and maintenance of the land and improvements to be constructed thereon and to be made thereto and desires to subject the Neighborhood to the covenants, restrictions, conditions, easements, charges, assessments, obligations and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner thereof. This Declaration shall affect the Additional Premises as such sections of the Additional Premises are acquired by Declarant and a separate instrument, executed by Declarant, is recorded in the Atlantic County Clerk's Office subjecting such portion of the Additional Premises to the provisions of this Declaration.

D. Declarant has deemed it advisable, for the efficient preservation of the values in the Neighborhood, to create an agency to which shall be delegated and assigned the power and authority to enforce the covenants, conditions and restrictions of this Declaration, and to collect and disburse all assessments and charges necessary for such maintenance, administration, and enforcement of the provisions of this Declaration, as are hereinafter provided.

E. Declarant has caused to be incorporated under the laws of the State of New Jersey, a not-for-profit corporation known and designated as the Kings Cove Neighborhood Association, Inc., as the agency to perform the aforesaid functions, and which are hereinafter more fully set forth.

DECLARATION

NOW, THEREFORE, Declarant does hereby make, declare and publish its intention and desire to submit and does hereby submit the Premises described in Exhibit A to the provisions of this Declaration to be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations and liens hereinafter set forth (hereinafter, as the same may be amended from time to time, referred to as "Covenants, Conditions and Restrictions" or alternatively "Restrictions").

ARTICLE I
DEFINITIONS

Section 1.01. Applicability. This Declaration shall be applicable to the real property described in Schedule A and those sections of the Additional Premises which are acquired by Declarant and expressly made subject to these Restrictions. All present and future owners and tenants, their guests, licensees, servants, agents, employees and other persons who shall be subject to the provisions of this Declaration and the Articles, the By-Laws and rules as may be issued by the Board from time to time to govern the conduct of its members. Ownership, rental or occupancy of any Lot or Townhouse in Kings Cove shall be conclusively deemed to mean that said owner, tenant or occupant has accepted and ratified this Declaration, and the Articles, the By-Laws and the rules of the Association, and shall comply with them.

Nothing in this Declaration shall prevent the filing of a Supplemental Declaration, which may contain such complimentary additions and modifications of this Declaration as may be necessary or convenient in the judgment of Declarant, and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke, modify or add to this Declaration so as to adversely affect the real property previously subject to this Declaration or any prior supplemental declaration unless otherwise expressly provided herein.

Section 1.02. Terms and Definitions. The following words and terms, when used in this Declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

"Architectural and Landscaping Committee" (hereinafter sometimes referred to as the "Committee") shall mean and refer to the Committee created pursuant to Article V hereof.

"Articles" shall mean the Articles of Incorporation of the Kings Cove Neighborhood Association, Inc. which shall be filed in the Office of the Secretary of State of New Jersey and as the same may from time to time be amended, and which are herein incorporated by reference as fully as if the same were set forth at length.

"Assessments" shall mean those levies, charges or assessments of the Association.

"Association" shall mean and refer to Kings Cove Neighborhood Association, Inc., a New Jersey not-for-profit corporation.

"Board" shall mean the Board of Trustees of the Association.

"Building" shall mean a residential structure containing more than one (1) Townhouse or Unit.

"By-Laws" shall mean By-Laws of the Association which may be adopted by the Board, as the same may from time to time be amended and which are herein incorporated by reference as fully as if the same were set forth at length.

"Declarant" shall mean Kings Cove Limited Partnership, a limited partnership formed under the laws of the State of New Jersey and its successors and assigns.

"Kings Cove" shall mean the Premises and those sections of the Additional Premises which may hereafter be subjected to this Declaration.

"Landscaping" shall mean all landscaping of the Property including but not limited to lawns, plantings, planted trees and shrubs, lawn maintenance and seeding, and the fertilization and replacement thereof as required.

"Lot" shall mean and refer to any improved plot of land designated upon any recorded final subdivision map of any part of the real property subject to the provisions of this Declaration. No lot shall be severed from the rights, duties, burdens, servitudes or benefits herein contained.

"Mortgage" shall mean any mortgage or deed of trust on a Lot or Townhouse given to secure the payment of a debt.

"Mortgagee" shall mean the holder of a Mortgage.

"Notice and Period of Cure" shall mean notice specifying any violation of the Restrictions given by the Board or its designee addressed to the Owner at the Unit or such other mailing address from time to time provided by the Owner to the Association. Owner shall have fifteen (15) days within which to cure such violation.

"Owner" or "Member" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to any Lot, Townhouse or Unit situated upon the real property subject to the provisions of this Declaration but, shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall "Owner" mean or refer to any lessee or tenant of an Owner or Member. Ownership of more than one (1) Lot or Townhouse shall subject the Owner or Member to multiple liabilities and duties with respect to each Lot or Townhouse as if each were separately owned, irrespective of whether this is so in fact or not.

"Period of Declarant's Control" shall mean that period of time specified in the By-Laws of the Association during which Declarant shall have the right, at Declarant's option, to appoint a majority of the Board of the Association.

"Property" shall mean and refer to the Premises and such sections of the Additional Premises and other lands as may hereinafter become subject to this Declaration pursuant to the provisions of Article II hereof.

"Restrictions" shall include any covenants, restrictions, conditions, easements, charges, assessments, obligations, and liens contained in this Declaration and any Supplemental Declaration which may be recorded pursuant to Article II hereof, as the same may be amended from time to time, together with the Articles, By-Laws and rules of the Association from time to time in effect.

"Recorded" and "Recordation" shall mean, with respect to any document, the recordation of such document in the Office of the Clerk of Atlantic County, New Jersey.

"Rules" shall mean the rules adopted by the Board, as they may be amended from time to time.

"Section" shall mean that sectional part of the Additional Premises for which final subdivision approval has been obtained from all of the appropriate governmental authorities.

"Townhouse" or "Unit", as these words are used interchangeably, shall mean and refer to a single-family attached dwelling, designated and operated exclusively as a residence, located in Kings Cove and subject to this Declaration. For the purpose of this Declaration each separate dwelling shall constitute a separate Townhouse or Unit and be subject to all of the rights, privileges, liabilities and duties as if each were separately owned.

Section 1.03. Conflicts. In the event of a

conflict between the provisions of this Declaration and the Articles or the By-Laws, this Declaration shall control. In the event of a conflict between the provisions of the Articles and the By-Laws, the Articles shall control.

ARTICLE II DEVELOPMENT OF KINGS COVE

Section 2.01. Subdivision and Development by Declarant. Declarant intends (but shall not be obligated) to purchase Sections of the Additional Premises and to construct or cause to be constructed thereon Townhouses. As each Section is acquired by Declarant, Declarant may, but shall not be obligated to, subject such Section to the provisions of this Declaration. Declarant shall evidence its intention to subject such Section to the provisions of this Declaration as hereinafter provided.

It shall be understood that Declarant shall be free to develop such sections as, in the reasonable exercise of its discretion, it deems in the best interest of the development, without regard to its relative location within the development; nor shall it be required to follow any predetermined sequence or order of improvement and development; and that it may bring within the scheme of this Declaration additional lands, and develop the same before completing the development of the property previously subject to this Declaration.

Section 2.02. Additional Premises. Declarant may at any time and from time to time acquire sections of the Additional Premises or other lands subject such sections or additional lands to the provisions of this Declaration and this Declaration shall thenceforth apply to such section or other lands in the same manner as would have been the case had such section been initially described on Exhibit A. Such sections of the Additional Premises or additional lands which are to be subjected to this Declaration shall be described in a document entitled "Amendment to Declaration" in the form attached hereto as Exhibit C.

ARTICLE III GENERAL RESTRICTIONS

The Premises and such sections of the Additional Premises as are made subject to this Declaration shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

Section 3.01. Antennas. Except for any which may, at Declarant's option, be erected by Declarant or Declarant's representative, no exterior television, radio or other antenna, aerial, satellite receiving dish or windmill shall be erected or maintained in Kings Cove without the prior written approval of the Committee pursuant to Article V hereof.

Section 3.02. Insurance Rates. Nothing shall be done or kept in Kings Cove which shall increase the rate of

insurance on any Townhouse without the approval of the Board nor shall anything be done or kept in Kings Cove which would result in the cancellation of insurance on any Townhouse or which would be in violation of any law.

Section 3.03. Additional Restrictions.

(a) No inoperable vehicle or any commercial vehicle, recreational vehicle, trailer or boat shall be parked or otherwise placed upon any Lot, driveway, or street in front of such Lot or driveway, for a period exceeding seventy-two (72) consecutive hours.

(b) No repairs to any motor vehicle or boat shall be performed on a Lot, driveway or street in front of such Lot or driveway.

Section 3.04. Improvements and Alterations. There shall be no fences constructed on any Lot without the prior written approval of the Committee. It is the intention of Declarant that no fences be permitted on any Lot. The color of the exterior of any Townhouse or Unit shall not be changed without the prior written approval of the Committee.

Section 3.05. Violation of Restrictions. The Association shall have the power to enforce, in its own behalf, and in behalf of all Owners, all of the Restrictions set forth in this Declaration under an irrevocable non-exclusive agency (hereby granted) coupled with an interest, as beneficiary of said Restrictions and such other restrictions as set forth in this Declaration and as assignee of Declarant; and the Association shall have the power to perform all other acts, whether or not any were expressly authorized, as may be reasonably necessary to enforce any of the aforementioned provisions. If any Owner or his family or any guest, licensee, lessee or invitee of such Owner or his family violates the Restrictions, or the restrictions adopted by the Association, the Association may invoke any one or all of the following remedies; (a) impose a special charge upon such owner of not more than \$50 for each violation; (b) cause the violation to be cured and charge the cost thereof to such Owner; and (c) obtain injunctive relief against the continuation of such violation. Except where emergency action is required in the judgment of the Board, before invoking any such remedy the Board shall give such Owner Notice and Period of Cure.

Any assessment or charge which remains unpaid for a period of ten (10) days or more shall become a lien upon such owner's Lot or Townhouse as the case may be and may be collected as hereinafter provided. The duties and powers of the Association pursuant to this section may be delegated to the Board of the Association, a committee of Association members or trustees, or both.

Section 3.06. Exemption of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant's activities shall not in any way be subject

ARTICLE IV
KINGS COVE NEIGHBORHOOD ASSOCIATION, INC.

to the control or under the jurisdiction of the Board. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, to maintain model townhouses and construction, sales and leasing offices or similar facilities, and to put signs incidental to such construction, sales and leasing anywhere within Kings Cove; provided however, that such activity shall not be carried on in such a way as to create a health hazard or unreasonably interfere with the use and enjoyment by any Owner or his family of the Owner's Unit.

Section 3.07. Assignment by Declarant. Any other provision of this Declaration to the contrary notwithstanding, Declarant may assign in whole or in part any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity, and may permit the participation in whole or in part by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Without in any way limiting the generality of the preceding sentence, during the period of Declarant's control of the Association, Declarant may exempt from the control and jurisdiction of the Board, any developer or any assignee or successor in interest of all or substantially all of Declarant's interest, rights, responsibilities in and to Kings Cove.

Section 3.08. Lease of Lot, Townhouse or Unit. Any lease of any Lot, Townhouse or Unit shall provide that the terms of the lease are subject to the terms and conditions of this Declaration.

Section 3.09. Easement. Declarant, on behalf of itself and the Association their designees, successors and assigns hereby reserves (i) a non-exclusive easement of ingress and egress in, to, under and over the exterior of the Property for the purpose of Landscaping and maintenance of the sprinkler system installed or to be installed by Declarant. Maintenance shall include, without limitation, installation, maintenance and replacement of the lawn sprinkler system or systems on the Property; and (ii) a perpetual encroachment and party wall easement. Each wall built as part of an original improvement of the Townhouses for the purpose of dividing the improvements between each Lot shall constitute a party wall and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto; and (iii) a non-exclusive easement in, to, under and over the exterior of the Property for the purpose of installation, placement of utility lines to the Units including, without limitation, placement of electric and gas meters and for installation, placement, maintenance and replacement of mail receptacles in such locations as Declarant may designate.

Section 4.01. Organization. The Association shall be a not-for-profit corporation formed under the laws of the State of New Jersey created for the purposes, charged with the duties and invested with the powers prescribed by law or set forth in its Articles and By-Laws or in this Declaration. Neither the Articles or By-Laws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 4.02. Membership. Every Owner and Declarant (and any successor of Declarant) shall be a member of the Association; provided, however, that no Mortgagee shall be considered a Member until such Mortgagee becomes an Owner, as set forth in Section 1.02 above. EACH OWNER, BY ACCEPTANCE OF A DEED HAVE SUBSCRIBED TO REAL PROPERTY SUBJECT TO THIS DECLARATION, SHALL BE DEEMED TO MEMBERSHIP IN THE ASSOCIATION AND SUCH OWNER SHALL AUTOMATICALLY BECOME A MEMBER OF THE ASSOCIATION WITHOUT THE NECESSITY OF FURTHER ACTION ON HIS PART. Association membership shall be appurtenant to and run with the property interest which qualifies the Owner thereof for membership.

Section 4.03. Duties of the Association. Subject to and in accordance with these Restrictions, the Association shall make, establish and promulgate, and in its discretion shall amend or repeal or re-enact, such rules not in contradiction of this Declaration, as it deems proper, covering any and all aspects of its function, including the use and occupancy of the real property within the Premises and Additional Premises. Without limiting the generality of the foregoing sentence, such rules may set dues and fees, require the prepayment of same, and prescribe such regulations governing the operation of the Association as it deems proper, and covering any and all aspects of its function. Each Member shall be entitled to examine such Rules at any time during normal working hours at the principal office of the Association.

Section 4.04. Assessments. The Association shall have the power and authority at all times to levy Assessments as hereinafter provided. During the Period of Declarant's Control, neither Declarant nor any developer designated by Declarant shall be subject to Assessments nor be required to pay any Assessments, dues or fees. Declarant shall furnish, or shall cause any developer to furnish to the Association a cash subsidy which, together with Assessments, dues and fees paid by other members of the Association, will be sufficient to maintain the Association in a sound and solvent financial condition. After the Period of Declarant's Control, Declarant and any developer designated by Declarant, shall be subject to Assessments, dues and fees in like manner as any other member of the Association. If the obligation to pay an Assessment first arises after the commencement of the Assessment period for which the Assessment was levied, the Assessment shall be pro-rated, as of

the date when said obligation first arose, in proportion to the amount of the Assessment period remaining after said date.

Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association in performing its functions under the Restrictions, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Uniform and equal assessment sufficient to pay such estimated charges shall then be levied as provided in this section. If the sums collected prove inadequate for any reason, including non-payment of any individual assessment, the Association may at any time and from time to time levy further assessments in the same manner as aforesaid. All such regular assessments shall be due and payable to the Association during the fiscal year, in advance, in annual installments on or before the first day of each year, or in such other reasonable and uniform manner as the Board may designate with the assent of a majority vote of the Members at any regular or special meeting of the Members at which a quorum is present in person or by proxy.

In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying in whole or in part the cost of any repair or replacement of the sprinkler system or shrubbery, or to meet any financial emergency of the Association.

Assessments shall be both a personal obligation and a lien against each Lot, Unit or Townhouse and all improvements thereon. The Association may enforce payment of such assessment in accordance with the provisions of Section 4.06. below.

Section 4.05. Late Charges. If any assessment is not paid within ten (10) days after it becomes due, or within such longer period of time after it is due as the Board may determine, the Owner may be required by the Board to pay a late charge equal to ten (10%) percent of the unpaid assessment.

Section 4.06 Unpaid Assessments as Personal Liabilities and Liens. The amount of any delinquent assessment or charge assessed against any Lot, Unit or Townhouse and any late payment charge attributable thereto, plus interest on same charged at the rate of eighteen (18%) percent per annum, and the cost of collecting the same, including reasonable attorneys fees, shall be both a personal liability of the Owner, enforceable in any court of competent jurisdiction, and a lien upon such Lot or Townhouse and any other improvements thereon. Such lien may be foreclosed in the same manner as is provided under the laws of the State of New Jersey for the foreclosure of mortgages on real property.

Upon the sale, conveyance or any lawful transfer of title to a Lot or Townhouse, all unpaid assess-

ments, charges and expenses chargeable to the Lot, Unit or Townhouse shall first be paid out of the sales price in preference to any other assessments or charges of whatever nature except (i) assessments, liens and charges for taxes past due and unpaid on the Lot, Unit or Townhouse; and (ii) payments due under any bona fide first mortgage, duly Recorded.

A certificate executed and acknowledged by any member of the Board or any officer of the Association stating the indebtedness secured by such lien, shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who relied thereon in good faith, and such certificate shall be furnished to any Owner upon request, at a reasonable fee, not to exceed Ten (\$10.00) Dollars.

Section 4.07. Enforcement. The Association shall have the power and authority from time to time in its own name and on its own behalf, and in the name and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of this Declaration.

Section 4.08. Management. The Association shall have the power and authority to retain and pay for the services of a manager to manage and operate the Association to the extent deemed advisable by the Board. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the manager. Each and every independent contract with a manager which is entered into by or otherwise made binding upon the Association during the Period of Declarant's Control, shall be terminable by the Association with or without cause, in the Board's sole and absolute discretion, upon no more than thirty (30) days prior written notice.

During the Period of Declarant's Control, Declarant may not be compensated for acting as manager of the Association.

Section 4.09. Contracting Powers. The Association shall have the power and authority to enter into contracts including, without limitation, contracts for Landscaping, gardening and like services including maintenance and replacement of the sprinkler system serving the Premises and Additional Premises.

ARTICLE V ARCHITECTURAL AND LANDSCAPING COMMITTEE

Section 5.01. Members of Committee. The Committee shall consist of either three (3) Members or five (5) Members. The Board may reduce the number of Members of the Committee to three (3) and increase it to five (5) as often as it wishes. Each Member of the Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided.

herein. Members of the Committee may be removed at any time without cause.

Section 5.02. Appointment and Removal. The Board shall have the right to appoint and remove all Members of the Committee. Whenever in this Declaration the approval of the Committee is required, the Committee shall act in accordance with the rules of due process. Any application properly submitted to it in writing, in sufficient detail as to permit it to render an informed decision with respect to the application, shall be acted upon within thirty (30) days of the date of its submission. If not so acted upon, the application shall be deemed approved. The Committee shall meet from time to time as necessary to perform its duties hereunder. Any work approved by the Committee shall be performed in a first-class, workmanlike manner and any such improvement shall be maintained in such condition until removed.

ARTICLE VI MISCELLANEOUS

Section 6.01. Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run with and bind the Premises and such sections of the Additional Premises as may be made expressly subject thereto for a period of fifty (50) years unless modified or sooner terminated by the Association by written instrument and recorded in the manner provided by law.

Section 6.02. Amendment. Except as otherwise provided herein, this Declaration may be amended only as hereinafter indicated. During the Period of Declarant's Control, all amendments shall require the written approval of Declarant, and a majority vote of the Board. An amendment shall be effective upon recordation of an instrument setting forth the amendment and including a statement of Declarant's consent, executed and acknowledged by Declarant; and a statement executed and acknowledged by the President of the Association certifying that such amendment has been approved according to the terms hereof. After the Period of Declarant's Control, an amendment shall require the approval of the Association. An amendment shall be effected upon Recordation of an instrument setting forth the amendment and shall include a statement executed and acknowledged by an officer of the Association certifying that such amendment has been approved according to the terms hereof.

Notwithstanding anything herein to the contrary, for so long as the Declarant or any developer designated by Declarant shall own one (1) or more Lots or Townhouses unsold in the ordinary course of business and for ten (10) years thereafter:

(a) This Declaration may not be amended without the Declarant's written consent and;

(b) The Declarant reserves the right to amend this Declaration or any supplemental declarative instrument without the requirement of any vote, approval or consent of any Lot, Unit or Townhouse Member (or mortgagee in the case of an amendment which does not affect the validity of the lien of its mortgage) for any lawful purpose, providing that such amendment is required by any title insurance company, mortgage lender, prospective mortgage lender, governmental authority or governmental agency.

Section 6.03. Effect of Amendments on Mortgages. No amendment of any provision of this Declaration or of any instrument of the Association shall in any way affect the priority of any lender or holder of any recorded first mortgage except upon the express written consent of such lender; provided, however, that after the foreclosure of any such first mortgage, or after any conveyance in lieu of foreclosure, the property which was subject to such mortgage shall be fully subject to such amendment.

Section 6.04. Construction. The provisions of this section shall be liberally construed to effectuate their purposes of creating a uniform plan for the development, maintenance and operation of Kings Cove and of promoting and effectuating the fundamental concepts of the Association as set forth in the Recitals and Declaration.

Section 6.05. Enforcement and Non-Waiver.

(a) Right of Enforcement. Except as otherwise provided herein, any Owner at its own expense, the Declarant or the Board shall have the right to enforce any of the provisions of the Restrictions against any Lot, Unit or Townhouse within Kings Cove and the owners thereof.

(b) Violations Are Nuisances. Every act or omission whereby any provision of the Restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by any Owner at its own expense, the Declarant or the Board, whether or not the relief sought is for negative or affirmative action.

(c) Remedies Cumulative. All remedies provided by the Restrictions are cumulative and non-exclusive.

(d) Non-Waiver. The failure to enforce any of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Restrictions.

(e) Notices. All notices required or permitted hereunder shall be in writing and shall be effected upon personal delivery to the party to be notified or a copy of such party, or three (3) days after post-mark in the United States Mail, certified return receipt requested, postage prepaid, and addressed to the person at the Unit or such other address given by such person to the Association for the purpose of service of notices.