

**DEVI NAGAR SUBDIVISION
AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS**

This is an amendment to, and completely supersedes, the Devi Nagar Covenants, Conditions, and Restrictions filed August 24, 1992 in Misc. Book 200, page 677, and all prior amendments to such CCRs, except the Modification of Restrictive Covenants filed September 13, 2017 in Image 2017-2130 (“Modification”).

1. DEFINITIONS AND PURPOSE

1.1. “Common Property” shall mean all real property (if any) that is owned, now or in the future, by the homeowners association for the common use and enjoyment of all the Owners.

1.2. “Common Use and Access Easement” shall mean and refer to a non-exclusive easement in favor of the homeowners association and its employees, agents or contractors (but not in favor of any individual Owner) to install, maintain, repair and replace all infrastructure.

1.3. “Development” shall mean and refer to the Devi Nagar Subdivision, a subdivision in Jefferson County, Iowa, according to the map or plat thereof recorded in Book 200 Page 677 of the Records of Jefferson County, Iowa, as amended by the Modification.

1.4. “Homeowners Association” shall mean the non-profit corporation formed for the purpose of enforcing these covenants, conditions and restrictions. Its members shall be all the Lot Owners in the Development. Each Lot shall have one vote regardless of the number of owners and, unless otherwise stated, a vote of more than 70% shall be required to amend these CCRs; day-to-day actions of the FLHOA may be taken by a majority of its board of directors. The homeowners association is known as the Forest Lake Homeowners Association (FLHOA).

1.5. “Improvements” shall mean and refer to any and all structures, improvements, or betterments made or placed upon the Property or any portion thereof, including but not limited to any and all buildings, roofed structures, parking areas, loading docks or loading area, fences, walls, hedges, mass plantings, poles, lighting fixtures, communications equipment, driveways, ponds, lanes, swimming pools, tennis courts, signs, picnic facilities, or any other improvements placed or built on the Property by any person.

1.6. “Infrastructure” shall mean and refer to the utility system, the utility corridors, the central man-made lake, drainage facilities and management ponds, (whether within or outside a Lot) the bridge and common roadway system, signs and signals, common pedestrian and bicycle paths, and other related common area features of the Development. This Infrastructure does not include utility lines, roads, and other related features that serve only an individual Lot.

1.7. Intent. With Maharishi Sthapatya Ved as the guide, the intent of these Covenants, Conditions, and Restrictions (“CCRs”) is to achieve harmony among the people who live in the Development and the existing natural environment, between people and their dwellings, and between their dwellings and the surrounding landscape. The intent is to create a naturally beautiful and uplifting environment, which supports life in accord with all the laws of nature.

1.8. “Lot” shall mean and refer to the numbered lots and lettered Tracts shown on the Property plat of survey, as amended by the Modification.

1.9. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title or equitable contract interest in any of the Lots (and not Parcels) within the Property, except those having such interest merely as security for the repayment of indebtedness or the performance of an obligation.

1.10. "Property" shall mean and refer to the real property shown on the Development, including Lots and Parcels of land, along with any additional real property hereafter subjected to the Development, as amended by the Modification.

2. PROPERTIES SUBJECT TO CCRS

2.1. Description. The Property legally known as Devi Nagar Subdivision in Jefferson County, Iowa is subject to these CCRs.

3. REPRESENTATIONS TO COUNTY, EASEMENT

3.1. County Restrictions. This subdivision has been approved by the Board of Supervisors of Jefferson County based upon the representation of the developers that the County shall at no time be obliged to:

3.1.1. Pave the streets or any portion thereof in Devi Nagar Subdivision or otherwise cause the same to be improved by any high-type surfacing.

3.1.2. Construct from the traveled roadway any lot entrance until said roadway has been improved and the property owner has paid the cost of the necessary pipe and drainage structure approved by the County Engineer.

3.1.3 Maintain any street or portion thereof in said subdivision until, without expense to the County, the same has been brought to grade with necessary and proper drainage structures installed, and all disturbed areas within the road right-of-way have been properly seeded and stabilized to prevent erosion, all according to plans and specifications approved by the County Engineer, and said roadway has been paved or surfaced with crushed stone or gravel at the current rate of county roads with similar traffic potential and said roadway has been accepted by the County. Paving thickness, type, rate and time of application of surfacing material shall be approved by the County Engineer.

3.1.4. Provide maintenance of dust control in the area of the new subdivision.

3.2. Indemnification of County. In addition to the above conditions, the County is hereby held harmless and indemnified from any damage that this Subdivision or any present or future owners of lots in said Subdivision or their guests may suffer due to any difficulties, accidents or failure of emergency service to respond due to the condition of the roads, including, but not limited to, snow removal, maintenance or repair of the roads which shall be owned by the Subdivision and have not been dedicated to the County, or the potential blockage of the roads by individuals parking on them or the roads becoming blocked in any manner at any time which prevents fire engines, ambulance or police or Sheriff vehicles ("emergency vehicles") from responding to incidents occurring within the Subdivision.

3.3. Approval by County Regarding Road Construction. The County will not approve the construction of roads within the Subdivision until sufficient cash has been deposited into an escrow account and the County Engineer has approved the construction and the cost estimates and escrow amount. The County agrees however that the roads can be constructed on a phased basis. This means that if a road to service a portion of the Subdivision has been approved as to its construction and location and the amount of cash necessary to construct the road is available, then that road may be built, even though the other roads in the Subdivision have not been so approved.

3.4. Perpetual Easement over Tracts A, B, C, D, and H. A permanent easement for right-of-way to the members of the FLHOA and their invitees exists over these Tracts, which also includes the right of government-licensed vehicles to enter upon these Tracts to pick up and drop off children for school, deliver mail, and drive emergency vehicles.

4. INTENT

4.1 The following covenants, conditions and restrictions, all of which are for the purpose of protecting the value and desirability of the Development, shall run with, the real estate described herein, and be binding on all parties having any right, title, or interest therein, along with their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

4.2 Intent of the covenants is to promote harmony among the people who both live on the Property and those owners who own land as an investment or for future personal usage. Our aim is to protect the existing natural environment, both between their dwellings and between their dwellings and the surrounding landscape. The primary focus of the covenants is not to narrowly restrict choices, but to allow compatibility as we attempt to live amongst each other and in harmony with our natural surroundings.

4.3 The Development is a place of silence and natural beauty. These covenants are intended to help nourish and protect these qualities, as we each carefully move onto the land and establish our homes together. The protection of native plants, trees and wildlife is highly encouraged, as is new seeding and planting of native trees, shrubs and prairie species.

4.4 We hereby place the following restrictive covenants on the use and conveyance of the lots located in the Development and all conveyances of the lots shall be subject to the following:

5. GENERAL USE

The use of the above-described real estate, or any portion thereof, shall be for single-family residences and/or agricultural uses, which specifically prohibit the usage of chemical pesticides, chemical fertilizers, chemical herbicides or genetically modified seeds, including but not limited to the products developed by Monsanto Corporation known as GMOs. All farming practices which are currently utilized to achieve the status of “certifiable organic” or used in the future to achieve the status of “certifiable organic” according to USDA standards are and will be acceptable. The raising of livestock for commercial purposes is prohibited. Mobile homes, tents, RVs, trailers or shacks of any size are prohibited as either temporary or permanent residences on the owners land. RV’s or boats are allowed to be stored as long as they are screened from general view. Any accessory buildings, including garages, shall be constructed in a manner to be used

only for such purposes as are customarily incidental to the residence and/or small farm or nursery operation. No portion shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause said property to appear in an unclean or untidy condition or that will be obnoxious to the eye. Nor shall any substance, thing or material be kept or used upon said property that will emit foul or obnoxious odors, (natural wastes coming from traditional free ranging livestock, as provided in these covenants shall not be considered obnoxious) or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property, except for the occasional and necessary use of mowing or farm equipment, chain saws, or other such equipment. A “dwelling” is defined as any man-made structure in which a person can reside, either long or short term. All legal interpretations for enforcement of the descriptive terms within this section such as but not limited to: “dwellings, rubbish, storage, unclean or untidy, foul or obnoxious odors,” etc. are at the sole discretion of the FLHOA board of directors. Compost piles should be kept from view of neighbors and roads well maintained. Swimming pools shall be in ground and freestanding swimming pools are not permitted.

6. GOVERNANCE

6.1 Owners who are delinquent on dues and/or in violation of the CCRs or who do not pay dues are considered to be “not in good standing”. Any member not in good standing is not eligible to run for the Board and is not eligible to vote on any FLHOA business. (See final paragraph under Governance.) The Board will disseminate the resumes of potential Board applicants via email 30 days prior to the deadline to vote.

6.2 All board meetings are to be transparent and Owners are entitled to be present at any and all board meetings if they so desire. Historically, as most board business is conducted via email discussion and voting, it is understood that this will not be a common occurrence. However, from time to time issues arise where an owner wishes to speak to the board at large and in person. In these instances, where an actual meeting is being held for the purposes of individual presentation to the board, the board shall notify all owners of the time, date and place of the meeting by email.

6.3 The FLHOA board of directors shall have the power to formulate an annual budget and levy the appropriate dues amongst all owners to support the needs of the FLHOA. The board may furthermore levy a special assessment at anytime should unusual circumstances develop requiring the FLHOA to be in need of additional funds not covered by the annual dues. All assessments billed to Owners by the FLHOA are due and payable within 30 days after the billing date. All FLHOA organizational expenses such as, but not limited to: accounting, tax filing, road repair and maintenance, costs of maintaining security and safety, mowing and maintenance of common lands and snow removal of main entrances and exits will all be paid from monies collected from dues levied by the board on behalf of the FLHOA.

6.4 It is the responsibility of each owner, not the FLHOA, to supply the FLHOA with current contact information on an annual basis. The owner shall provide an email; phone contact numbers and a permanent mailing address to be on file with the elected treasurer of the FLHOA. If the owner does not comply and provide the FLHOA with current contact information, the FLHOA shall not be held responsible for the inability to communicate with such an owner nor is the FLHOA liable for any violations incurred by an owner during the period of time when contact between the FLHOA and the owner was not successful. In all matters of violation by owners, the FLHOA shall send correspondence to the owner by certified mail and keep on file with the FLHOA the date of the mailing to the last known address of the owner as proof of good faith. As FLHOA board membership is an unpaid, volunteer position, the ownership as a whole shall hereby indemnify and hold harmless all members of the board commensurate with the approval of this Resolution. Should an issue arise where a member of the board is deemed to have acted in bad faith or for personal gain, the matter shall be decided amongst the elected board members without the use of external judicial proceedings.

7. DESIGN REVIEW COMMITTEE

7.1 All dwellings, garages, guesthouses and accessory buildings are subject to pre-approval of the architectural design review committee (DRC). The DRC will review both the preliminary and final exterior plans for all structures, including, but not limited to residences, garages, guest houses, storage buildings and fencing. The DRC will review all site plans, initial and major landscape plans, major revisions, construction timetable and financing. All buildings within the FLHOA must conform to accepted tenants of Maharishi Sthapatya Veda (MSV). The DRC will act as sole arbiter for what is permissible as conforming to MSV. The DRC committee will be comprised of not less than three unrelated owner-residents, who currently live on the land within FLHOA. The FLHOA board of directors, at its discretion, will establish the DRC committee from those volunteers who wish to serve on it.

7.2 A full set of digital final building floor plans, elevations, and site plans shall be submitted to the DRC for approval before building may begin. Once approved, the approval notification will be sent to the lot owner via email. A copy of the plans, with their approval shall be retained on file by the DRC. No building may begin without approval from the DRC.

8. DRC APPROVAL PROCESS AND ROAD CONSTRUCTION FEE

Plans of all buildings, of any size and dimension to be constructed shall be submitted to the architectural design and review committee (DRC) for review and approval. The DRC approval must be granted before construction shall be allowed. As new construction invariably creates degradation of the existing roads, a one-time fee of \$750.00 shall be received by the FLHOA prior to formal approval being granted by the DRC. The members of the DRC shall verify that this fee has been received prior to issuing written approval for construction to proceed. The FLHOA board of directors may change the amount of this preconstruction fee from time to time, in keeping with their experience of current road repair costs.

9. BUILDING SITE

No building can be built over any utility easement. All buildings must be at least 50 feet from lot lines and 80 feet from roads. If the terrain considerations, as prescribed by the County Engineer dictate it, the build-back requirement may be more than 80 feet from the road. The build-back

will also include sufficient area to permit the road to be graded as required by the County rules. The DRC and the County Engineer may agree to make exceptions. No more than 10% of the area of a given lot shall be built upon. (10% of one acre is approximately 4300 square feet.)

10. ROAD MAINTENANCE

Each owner of lots in this subdivision shall share their proportional costs of the maintenance, repair, snow removal and mowing of the access roads and road right-of-way in and to this subdivision by the payment of assessments levied by the FLHOA. The FLHOA board of directors at its sole discretion shall set in writing the amount of the annual FLHOA dues per parcel to be able to pay for road repair, maintenance, adjacent mowing and snow removal of all main entrances and exits. Historically, additional rock is paid for by the individual homeowners on the road immediately adjacent and leading up to their properties, with the exception that the main entrances and exits are paid for by the FLHOA general budget. Currently, the association dues are set at \$250.00 annually per parcel payable in two 6-month installments. A parcel is defined as land having an electric box placement for the purposes of residential construction. Thus, if one's property were so extensive as to have three electric box hookups in place, then dues would be assessed on three parcels per year. If two or more parcels are combined at a later date the parcel's share of the said costs shall run with the land and the owner shall take on and pay the additional share.

11. COMMUNITY PARK/COMMON LANDS

Any community park or common grounds set aside by the developer as such shall be private lands utilized only by the homeowners and their guests. These common lands may include a swimming area or a pond and will be landscaped by the FLHOA. These lands shall be dedicated to the FLHOA and the taxes, insurance and maintenance cost shall be divided equally among the lot-owners and paid for by the annual dues.

12. WATER, SEWAGE & TRASH DISPOSAL

Wells may be drilled and cisterns put in place but they must meet Jefferson County, Iowa specifications. The use of grey-water for landscaping is encouraged, but shall also be done in a manner that is safe and odor-free to neighbors, approved in writing by the County Inspector and by DRC officials, and will not contaminate groundwater. All residents agree to protect the purity of the creeks, ponds, lakes and ground water by using non-polluting cleaning products in their homes and not dumping toxic waste matter into any of the waterways. In consideration of the other lot owners, homeowners shall protect the flow of water so that all may enjoy its natural qualities. Trash pick up will be contracted by the individual homeowners. All septic systems must meet Jefferson County specifications and be approved in writing by the County Inspector.

13. UTILITIES

The use of solar energy is strongly encouraged. All wires, pipes and general utilities are to be underground. Due to the potential sound emitted by windmills, the DRC must approve them in writing before they can be installed. Property-line fences, per se, are not generally desired. Fences constructed of wood and "living" fences of plant material are encouraged. Chain-link fencing or the use of electric fencing is permitted with written authorization of the DRC and not to be visible from the road, by neighboring properties or located on a property line.

14. EXTERIOR SURFACES AND IMMEDIATE SURROUNDINGS

14.1 Exterior home surfaces shall be of rock, brick, concrete sheet or wood, and earth-tone shades are encouraged. Exterior siding of a rough-sawn and stained cedar or similar materials, which will blend harmoniously with the site and other houses, will be encouraged.

14.2 The exterior of all buildings erected on any lot shall be completed in a workmanlike manner within two years after commencement of said construction or the FLHOA, at its sole discretion, has the right to levy a \$10,000.00 lien against the property for unsightly violation, if such violation is not cured within 30 days of posting the violation to the owner of such property.

15. LIVESTOCK AND PETS

No animals, bird or fowl shall be kept or maintained on any portion of the Property for any commercial use or purpose, unless such use or purpose does not constitute a substantial portion of Owner's livelihood. Only a reasonable number of recognized house, yard, or farm pets are permitted. The definition of "reasonable" is at the sole discretion of the FLHOA board of directors. Dogs which bark frequently or persistently are the responsibility of their owners and if the situation is not resolved after reasonable notice by the FLHOA board, will be considered a disturbance of the peace and not allowed. Grazing animals such as horses, sheep for wool or milk cows are permitted but limited to no more than 1 per approximately 2 acres of pasture area.

16. HUNTING

No hunting is allowed within the lands owned by the FLHOA, whether these lands are privately owned or common ground. The FLHOA will display "NO HUNTING" signs along both entrances to the subdivision. We have a zero-tolerance policy regarding hunting within our lands. A \$10,000 fine will be levied as allowed by law against anyone caught hunting within the lands of the FLHOA. All residents will be vigilant to report suspicious activities regarding hunting, either by unauthorized parties driving on our roads or trespassing on our lands to both the FLHOA board of directors and to the local police. Any structure installed for the purpose to facilitate the process of hunting in any way is strictly prohibited. No slaughter of private animals is permitted and is also strictly prohibited. Firearms should be used to dispatch diseased or maimed wild animals or may be occasionally used to ensure that they are in good working order by the lot owners only. "Bug zappers" are not permitted outdoors.

17. SEASONAL BURNS

In keeping with good stewardship of the land, seasonal burns are allowed under the following restrictions: the local fire department shall be notified of the intent to burn 24 hours ahead of time so they can be prepared to intervene if required. All preliminary safeguards such as creation of natural barriers, available water on site, etc. as described in the manual located at the fire department shall be adhered to. A volunteer burn committee of local experts shall approve the day and time of the proposed burn, documenting prevailing wind and soil conditions and issuing a written approval via email or otherwise to proceed with the burn. Regardless of the above requirements, Owners shall bear the sole and exclusive responsibility for any resulting property damage or personal injury resulting from their burn; the FLHOA and its representatives on the burn committee shall not be responsible or liable for the consequences of a burn and shall be held harmless and legally indemnified by the Owner for any and all damages that may occur.

18. REMOVAL OF TREES

No live tree over 4 inches in diameter, measured at a point two feet above the ground, shall be removed from any lot without the prior written approval of the DRC except those located in a ten foot zone around the perimeter of residential and garage structures to prevent damage to the structure and/or for fire prevention purposes. Subject to a written plan prepared on behalf of the owner by a registered forester and approved by the DRC, owners are permitted and encouraged to employ sound and accepted forestry management practices to protect and defend the forest from threats of fire, high wind and disease, and to promote the forest's recovery to a natural state from the results of clearing, road and right of way pruning, fire damage, wind damage or other detrimental events. Such forest management practices shall include but not be limited to selective thinning to promote healthy growth, pruning of diseased limbs, and topping to reduce load factors as appropriate to reduce risk of uprooting and damage to the neighboring trees and structures after heavy rains. Owners are also permitted to take reasonable steps to reduce risk of fire and wind damage to structures located on their properties.

19. ASSESSMENTS ON AGRICULTURAL LAND

For those parcels that have no existing residential structures in place either now or intended in the future and thus have no electric box on the land, those parcels will be assessed dues at the rate of one share per 20 acres of land. Fractional amounts will be prorated in accordance with lot size as registered at the local surveyor's office.

20. BUSINESS OPERATED ON SAID REAL ESTATE

No business shall be operated on the said real estate, except within and by the terms herein provided. A business may be operated within a single-family residence or outbuilding, if the nature of the business requires that the owner or occupant of the single-family residence maintains an "in-home" office or small shop, but in no event shall the character or nature of said business be such that a majority of said business occurs on account of visits or trips to the said real estate by clients, customers, and or business associates, In addition, other commercial and agricultural practices shall not be allowed and are strictly prohibited including but not limited to commercial kennels, commercial stables, animal feed-lots or animal confinement operations, construction yards, trucking business, storage of commercial vehicles or equipment. Forest Lake Board of Directors shall have final authority to determine what business activity is/is not in accordance with the CCRs within FLHOA.

21. LOT DIVISION

21.1 SECONDARY DWELLING UNITS: A secondary dwelling unit shall be permitted on each parcel, lot, or privately owned Tract as long as both it and the primary dwelling units are within a single building. Rental of the secondary units for periods of less than one year is not permitted.

Occupancy of the secondary unit is restricted to the following:

- A. a caretaker for the resident(s) of the primary unit, or
- B. a relative of an occupant of the primary unit, or
- C. if the primary residence is owner-occupied, the secondary unit may be rented under a long-term lease which extends for a minimum of one year.

21.2 LOT DIVISION AND HOUSE SIZE: Forest Lake HOA shall consist of two zones:

Zone A shall consist of Lots 35-48 and Tracts F, and G1-G3.

Zone B shall consist of all other Lots and Tracts, including Lots 21-34 and Lots 49-74.

In **Zone A** the minimum Lot size shall be 2.5 acres. There is no minimum house size.

In **Zone B** the minimum Lot size shall be 4.0 acres. In Zone B the minimum house size shall be 1200 square feet, measured from the exterior face of the boundary walls of heated spaces, exclusive of the basement, with a minimum of 1000 square feet on the ground floor.

22. SIGNS

No billboards, signboards, or other advertising structures, shall be erected on any lot at any time during the terms of these restrictions, except as hereinafter stated. Bulletin boards and signs appertaining to the lease, hire or sale of the lot, or a building erected thereon may be erected, provided said boards or signs are removed as soon as the premises are leased, hired, or sold. Signs shall not exceed ten (10) square feet in size. A nameplate used by a person with an in-home office (as defined in Business Operated on Said Real Estate) may not exceed one (1) square foot in area.

23. LIGHTING

In general, all exterior lighting such as porch or yard lights etc., shall be subdued and reflected downward. All night high output lights and streetlights are not permitted. Driveway, entrance and yard floodlights shall not be left on all night; they shall be turned off when not in use.

24. PARKING

Adequate off-street parking shall be provided for no less than two vehicles per lot. For safety and to allow for road maintenance and snow removal, no parking will be allowed on Homeowner's Association-owned roads or road right-of-way. Permanent vehicles at one's primary residence will be screened from view from the roadway by the use of plantings, carports and garages.

25. USE OF BUILDINGS ON SITE DURING CONSTRUCTION

Temporary buildings for uses incidental to construction work may be erected, providing said buildings are removed upon the completion or abandonment of the construction work. Mobile homes are excluded and not permissible during construction or at any other time. No tent, shack, or outbuilding erected on any lot shall at any time be used as a residence (during or after construction).

26. OFF THE ROAD VEHICLES

The use of snowmobiles, motorcycles or other motorized vehicles off the road are expressly prohibited except as required for emergency, maintenance, small farm, or for nursery purposes.

27. CREATION OF LIEN

Each owner of any Lot or parcel shall agree to pay the FLHOA all duly authorized assessments and charges, together with such interest thereon and costs of collection therefore as are hereinafter provided, all of which shall be a charge and continuing lien upon such Property as of the effective date of each assessment. Each such assessment, together with such interest thereon and cost of collection therefore as hereinafter provided, shall bind such Property. Any lender holding an interest in any Property as security for the repayment of indebtedness (or a transferee from such lender or a purchaser at a foreclosure sale) shall be subject to all such assessments, interests and collection charges when such lender (or a transferee from such lender or a purchaser at a foreclosure sale) acquires title to or physical possession of such lot, whether due

before or after the date on which such lender, transferee or purchaser acquires title to or physical possession of such Property.

28. RECORDS OF ASSESSMENTS

The records of the FLHOA shall be considered conclusive evidence as to the status of assessments against such lots, unless proof of cancelled check verified by an Officer of such bank is provided as counter evidence.

29. EFFECT OF NON-PAYMENT OF ASSESSMENT

Any assessment payment not received within 14 days of the due date will incur a late charge of 5%. If any assessment is not received within 30 days after the second due date, the assessment will accrue interest at 6 percentage points (6%) higher than the current yield of a 3-year treasury bill. If such assessment is not paid within 60 days after the due date, then the FLHOA may at its sole discretion, after ten days written notice to the owner and to any lender who has requested copies of such notices, during which time the owner or such lender may make such payment without penalty, bring an action at law or in equity to foreclose the lien against the lot, and there shall be added to the amount of such assessments all reasonable attorney's fees and costs incurred by the FLHOA in collecting the assessment.

30. DURATION

These restrictions are binding upon all owners and parties hereinafter having an interest in any of the properties and all parties claiming under them for a period of 21 years from the date of the recording of this Declaration in the office of the Recorder for Jefferson County, Iowa in 2032.

31. ENFORCEMENT

31.1 These restrictions are binding on all Property owners and in its sole discretion, any decision by the FLHOA board may be enforced by the FLHOA, its successors and assigns, by proceeding at law or in equity against the person, firm or other entity violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover damages therefor, together with reasonable attorneys' fees and court costs. Further, in the event that the FLHOA incurs expenses in performing any work required by this declaration to be performed by an owner but which the owner failed, after notice, to perform, the FLHOA shall have a lien on the lot or lots owned by such owner and on which such work was performed. In the event that the FLHOA fails to act to enforce any restriction herein, any individual lot owner may enforce these restrictions through judicial action against any other owner but no owner shall have any lien rights whatsoever as to any other lot or owner.

31.2 Any invalidation of any one or more of these restrictions by judgment, court order, or statute or failure on the part of the FLHOA or its successors or assigns to enforce any of said restrictions shall in no way affect any of the other provisions hereof or be deemed as a waiver of the right to enforce such restrictions any time after the violation thereof.

32. ABATEMENT

In the event that any Owner violates any of the terms or conditions of these restrictions and fails to cure the same within thirty days after written notice thereof then the FLHOA, in addition to the other rights and remedies provided for herein, shall have the express right and privilege and license to enter upon any Property to take any reasonable legal action to cure such violation, and all reasonable costs thereof shall be at the expense of the owner of such Property, and neither the

FLHOA nor its representatives shall have any liability for any damage or injury to any person or entity in connection with such entry, except for damage or injury resulting from the gross negligence or willful misconduct of the FLHOA or its representatives.

33. AMENDMENTS

33.1 This declaration or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified, or otherwise amended, as to the whole of the subject Property or any portion thereof, with the written consent of Owners in good standing having 70% of the votes in the FLHOA.

33.2 No such termination, extension, modification or other amendment shall be effective until a proper instrument in writing has been executed, acknowledged and recorded.

34. EXONERATION OF FLHOA

Each Owner of any lot or Property, or any other party having a legal interest in the properties or any portion thereof expressly agrees that: no duty or obligation shall be imposed upon the FLHOA to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall the FLHOA be subject to any liability of any kind or nature whatsoever from any third party as a result of failing to enforce same, including but not limited to the FLHOA approval of any building plans, specifications, site or landscape plans or elevations or any other approvals or consents given by the FLHOA pursuant hereto or in reliance thereon is in compliance with any or all applicable laws, rules, requirements or regulations. The sole responsibility for all of the same being upon the respective owner; and the FLHOA is expressly released and relieved of any and all liability in connection therewith.

35. BREACH OF COVENANTS

For the violation or breach of any of the Covenants, any board member or any Owner shall first speak with the perceived violator. If unresolved, the parties involved shall take the potential violation or breach to the FLHOA board of directors. If still unresolved, the HOA or lot owner shall have the right to proceed legally to compel compliance or prevent violation breach of any of the covenants. All costs incurred in such enforcement of covenants or resolution of violation or breach, including reasonable attorney fees, shall be paid by the owner of such lot found to be in violation of the covenants.

36. VIOLATION OF COVENANTS

If an alleged violation cannot be resolved by a dialog between neighbors then the issue can be brought to the Forest Lake Homeowners' Association board of directors for resolution by a majority vote. For a violation or breach of any of these restrictive covenants that has not been satisfactorily resolved by the Forest Lake Homeowners' Association, the owners of the said real estate, or any of them severally, shall then have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to promptly enforce any of the said restrictive covenants shall not bar their enforcement.

The invalidation of any one or more of the restrictive covenants by any court of competent jurisdiction shall in no way affect any of the remaining restrictive covenants, but they shall remain in full force and effect.

It is further agreed that in the event any party employs counsel to enforce any of the restrictive

covenants, by reason of a breach of said restrictive covenants, then all costs incurred in such legal enforcement proceedings including a reasonable fee for counsel, shall be paid by the owner or party who has been found to have breached the said restrictive covenants. In the event no party or person is deemed to have breached any of the restrictive covenants contained herein, then the court may assess all or a portion of the costs of the proceeding, including reasonable fee for counsel, against the party bringing said action. If the parties hereto, or any of them, or any of their heirs, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein it shall be lawful for any other person or persons owning any of said lots to bring an action at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him/her or them from doing so, or to recover damages for such violation.