

to the plat hereinabove described together with any owners of lots if any additional subdivision of lots of adjoining property which is subject to these Restrictive Covenants. There shall be one vote for each lot whether owned singly or as tenants in common. Said corporation shall be formed at the discretion of the Developer after Developer has been satisfied that a substantial enough number of homes have been completed in said subdivision to properly support a homeowners association. The operating cost above the costs paid by the public authorities for street lights shall be the obligation of the Association.

4. The agents or employees of the association are authorized to enter upon any lot for the carrying out of any of the functions set out above.

5. The association will encourage the planting of flowers and shrubs and other botanical beautification of said subdivision.

6. The annual charge shall constitute a lien or encumbrance upon the land and acceptance of each of the several deeds of conveyance shall be construed to be a covenant by the Grantee to pay said charges, which covenant shall run with the land and be binding upon the Grantee and his successors and assigns. The association shall have the exclusive right to take and prosecute all actions or suits legal or otherwise which may be necessary for the collection of said charges.

7. In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for foreclosure shall be the same as for the foreclosure of a real estate Mortgage.

8. The lien hereby reserved, however, shall be subject to the following limitations:

(a) Such lien shall be at all times subordinate to the lien of any Mortgagee or Lender of any sums secured by a properly recorded Mortgage to the

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