

5.11 The developer, its successors and assigns, reserves the right to add lot or lots from the area entitled "Reserved by Owner" that runs along the northeastern side of the said private road. If additional lots are cut from said reserved area, said lots shall be subject to all terms and conditions of the restrictive covenants and the said lot owners shall automatically become members of the Association and subject to all of its rules, regulations and bylaws.

5.12 The said private road may be subject to right of access and use by parties having easements or rights-of-way, recorded or unrecorded, including easements for maintenance of public utilities such as water, sewer, telephone and electricity.

5.13 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.

5.14 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. The association may elect to sue for judgment rather than seek foreclosure for delinquent maintenance charges. The Association shall charge interest (unless the Association waives the same) at the rate of not more than prime rate established by South Carolina National Bank, Greenville, S. C. and not less than eight (8%) per cent per annum on all delinquent charges from the date of delinquency forward and may also charge a reasonable attorney's fee for the Association's attorney if the delinquent account is placed in the hands of an attorney for collection, foreclosure

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