

not sold.

2. The Association shall have, in addition to those powers and authority contained elsewhere in this Declaration, and not by way of limitation or restriction, the following powers and authority:

(a) To enforce and provide for the enforcement of the covenants contained herein,

(b) To maintain and provide for any and all common areas within the development, to pay all county taxes on them, and to maintain property and liability insurance on them.

(c) To provide for the common protection and security of the development.

(d) To assess and collect from the members such sums as may be necessary or proper to maintain an entrance sign, pay county taxes, pay property and liability insurance, and do property maintenance in the common areas. However, in no event shall the association have the right or authority to assess and collect from the members a sum greater than \$50.00 per month, per lot, unless such additional charges are authorized by the vote of at least 75% of the owners of lots who are entitled to vote. Owners shall not be required to pay this assessment on unsold parcels.

(e) Assessments and charges, if not paid within 30 days following notification shall constitute a lien on the subject parcel which lien shall also secure all costs including reasonable attorney's fees incurred by the Association in connection with the collection of the assessment or enforcement.

(f) The Association shall have the power and authority to adopt rules and regulations by a 75% vote of its members which shall be binding and enforceable against all of the members.

(g) When Owners desire to activate the Association, it shall give all of the then owners of parcels in the subdivision written notice of that fact, shall give all owners a copy of the proposed by-laws of the Association and shall give all owners notice of the day of the first meeting of the Association. At the said first meeting, said by-laws will be approved and adopted by the members subject to any changes in said by-laws by the vote of 75% of the owners. The initial officers of the association shall also be elected at the first meeting. Subsequent to the adoption of by-laws and election of officers of the Association, Owners shall have no further responsibility or liability for the maintenance or payment of any signs, common areas or county taxes on property and liability insurance. Such responsibilities shall be the sole responsibility of the Association including the maintenance and up-keep of the roads.

IV.

EFFECTS OF COVENANTS AND RESTRICTIONS

1. These covenants and restrictions shall run with the property and shall be binding upon all parties and all persons claiming under them for a minimum period of 20 years from the date these covenants and restrictions are recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of ten years unless by an instrument signed by 75% of the then owners of the building sites has been recorded agreeing to terminate or change said covenants and restrictions in whole or in part.

2. These covenants and restrictions may be changed, modified or amended by a duly recorded instrument signed by the owner or owners of 75% of the parcels in the development.

3. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or