

neighborhood as a whole or the specific area. The costs of such abatement and any damages resulting from such entry shall be at the expense of the Owners within the Neighborhood Area and shall not be deemed a trespass. Any costs to such Owners may be paid from the escrow account described in Section 5 of this ARTICLE V to the extent funds are available therein.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Company covenants, and each Owner shall by acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) annual assessments or charges; and (2) special assessments or charges for the purposes set forth in Section 4 of this ARTICLE, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot, Family Dwelling Unit, Multi-Family Tract, Public and Commercial Site or Public and Commercial Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Should the Association be required to employ an attorney to collect any assessment, it shall be entitled to collect in addition thereto all costs of collection including reasonable attorney's fees.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the acquisition, improvement, maintenance, and operation of the Common Properties and to pay for services which the Association is authorized to provide, including, but not limited to, the payment of taxes and insurance thereon, construction of improvements, repairs, replacement, and additions to Common Properties, payment of the costs of labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including mortgages covering Common Properties at the time of conveyance to the Association.