

ARTICLE XVI
PROVISIONS FOR UPKEEP

Association shall be charged with the obligation of enforcement of the provisions of the restrictions and shall carry out all required maintenance of common areas and easements set aside by Declarant or conveyed to Association by any lot owner of Declarant from time to time from this unit or from any unit of the Holiday Estates area.

Each building site within said subdivision shall, following the sale thereof by Declarant, be subject to a monthly charge, lien or assessment in an amount of not less than \$2.00 nor more than \$6.00 (subject to increase should the value of the U.S. Dollar vary from the value on July 1, 1963) without regard to the square foot area thereof. That the amount of the monthly dues shall be established by resolution of the Board of Directors of the Holiday Estates Maintenance Association.

The monthly dues for the calendar year shall be payable in advance on the 1st of January of each year.

Provided, however, that the first annual payment of monthly dues shall be paid at the close of escrow of the building site and shall be prorated to reflect the close of escrow within the calendar year.

Said first annual payment shall be deposited and disbursed at the close of escrow by the escrow holder to the financial institution designated by the Board of Directors of Holiday Estates Maintenance Association, Inc.

When due such charge or assessment shall be a lien upon the building site, and shall continue to be a lien thereon for a period of three years or until fully paid, whichever shall first occur. If such charge or assessment is not paid within 30 days after, it becomes due it shall be delinquent and shall bear interest from date of delinquency at the rate of 10 percent per annum. If not paid within 30 days after the delinquency date, Association may bring court action to collect the same and there shall be added to the amount thereof the cost of preparing and filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

All charges and assessments shall be applied by Association towards the payment of the cost of the following upkeep and maintenance expenses, to wit:

- (a) Expenses, if any, incident to the enforcement of the easements,

restrictions, covenants, charges and agreements contained in this Declaration, and to the collection of the charge or assessment provided for in this paragraph.

- (b) Street lighting, improving and maintaining gateways or ornamental columns or any other ornamental features, repairs to streets, sewers and any other utilities maintained by or at the expense of the Association, including trees, grass plots and planted areas within the lines of such streets or any recreations areas, the construction and maintenance of suitable school bus and public bus stop shelters, all within the said subdivision.
- (c) Caring for vacant and unimproved lots and plots in said sub-division, removing grass and weeds therefrom and any other thing necessary and desirable in the judgment of Association to improve, beautify and make more convenient or enjoyable the living conditions and surroundings of the inhabitants and other owners in said subdivision.
- (d) Sweeping and cleaning streets, sidewalks and any portion of said subdivision maintained for the general use of owners of property therein until such time as the sweeping and cleaning of streets are provided for by Municipal Authorities.
- (e) A reasonable proportion of the expenses connected with the maintenance of an office for the transaction of the business of Association in carrying out the foregoing purposes.

Association agrees that the money so collected shall be applied to the purposes above mentioned in such manner so that there will not be accumulated and carried over from anyone calendar year to the next a sum which is in excess of that arrived at by multiplying the number of building sites upon which assessments have been collected during the year by the sum of \$25.00. Association shall not be obligated to carry out any of said purposes except to the extent possible from the money so collected.