

17. There shall be an eleemosynary corporation established for the benefit of the residents of the subdivision, the name of which shall be Dovetree, Inc. The owner of every residence located in said subdivision shall be a member of said corporation, and shall be entitled to one vote, regardless of the number of lots used in connection with his residence. When title to the property is vested in two or more persons jointly, the vote shall be exercised as they among themselves determine but in such case no more than one vote shall be cast per residence. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment. As long as Dovetree Realty Company, a partnership, or its successors shall be the owner of at least \_\_\_\_\_ of the lots in said subdivision, it shall be a member of the corporation, unless in its discretion, it shall withdraw from membership, and it shall be entitled to one vote for each lot owned by it.

18. An annual assessment consistent with the By-Laws of Dovetree, Inc. shall be levied by Dovetree, Inc. against the owner(s) of each residence in the subdivision. This assessment shall be based on the residence only but shall be a lien upon all lots or portions of lots used by an owner in connection with his residence. Said assessment shall be due and payable to Dovetree, Inc. on \_\_\_\_\_ of each year. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the highest legal rate. The acceptance of a deed by a grantee shall be construed to be a covenant by the grantee(s) to pay said assessment, which shall run with the land and be binding upon the grantee, his successors, heirs and assigns. No person may waive or otherwise escape liability hereunder by the non-use of the facilities of the corporation or abandonment of the property. Nothing herein contained shall be construed to assess lots owned by Dovetree Realty Company, a partnership, or its successors, for the purpose of developing same.

19. The corporation shall have the right to suspend the voting rights and right to the use of the recreational facilities of a resident for any period during which any assessment against his property remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. In addition, the corporation shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this instrument. In the event of non-payment of any assessment as set forth herein, the corporation may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien against the property in the same manner that a real estate mortgage is foreclosed and interests, costs and attorneys fees shall be added to the amount of such assessment. The lien of the corporation against the property must be established by, and shall be effective from the time of, filing of a Notice of Lis Pendens in the office of the Clerk of Court of Greenville County. Failure by the corporation, or any owner, to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.

20. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage, lien of laborers, contractors or materialmen furnishing labor and materials in connection with the construction of improvements located on said property, unless prior to the

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