

residential lot and a continuing lien on the residential lot against which the assessment is made, which lien may be enforced by a suit in law or equity.

SECTION 4. GENERAL PROVISIONS.

4.1 TERMS. All of the restrictions, covenants, and agreements herein contained shall apply to all lots in Maple View Acres and shall be binding upon all parties claiming under Declarant until January 1, 2010, at which time they shall automatically extend for successive periods of ten (10) years; unless, effective January 1, 2010, or at the end of any such ten-year (10-year) extension upon written notice given to all owners within Maple View Acres and approval by two-thirds (2/3) vote of those present and voting, at a special meeting of all owners called for such purpose, shall resolve to terminate these restrictions; provided, that, with the concurrence of Declarant, or its successors as developer, during such period as either shall own any real property in Maple View Acres, the restrictions may be changed, supplanted, or rescinded in any or all particulars at any time by a vote of two-thirds (2/3) of the owners of Maple View Acres at any meeting called for such purpose, whereupon such change shall be binding upon such owners of residential lots and parcels in Maple View Acres and its successors in interest and the occupant of such residential lots and parcels.

4.2 ENFORCEMENT. Should any covenant or restriction then in effect be violated, or should an attempt be made to violate any such covenant or restriction, any person owning a lot or parcel in Maple View Acres or the Declarant, or its successor, may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person. Costs, expenses and reasonable attorney fees incurred by the Maple View Acres owners shall constitute a lien thereon.

4.3 SUBORDINATION. Any breach of the covenants and restrictions contained herein, a re-entry by reason thereof, or judgment or lien resulting therefrom shall be subordinate to any mortgage or Deed of Trust herebefore or hereafter executed in good faith and for value encumbering a unit or parcel and shall be binding upon and effective against a subsequent purchaser thereof.

A bonafide purchaser for value or mortgagee or beneficiary under a Deed of Trust, without actual or constructive notice of an existing breach of the Conditions and Restrictions contained herein shall not be bound thereby; provided, the Maple View