

ARTICLE VII - UTILITY EASEMENTS CONTIGUOUS TO LOT LINES

Declarant reserves unto itself or assigns, a perpetual and alienable easement and right on, over and under each lot contiguous to lot lines, to erect, maintain and use pipes, wires, cables, conduits, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, water drainage facilities or other public conveniences or utilities on, in or over those portions of each lot or the common areas as may be reasonable required for utility line purposes or as shown on the subdivision plat or plats; provided, however, that such easement shall only be located contiguous to lot lines except as necessary to provide service to the dwelling on any lot in Oak Woodlands at the location agreed between lot owner and the utility supplier.

ARTICLE VIII - ENFORCEMENT

All covenants contained in this Declaration run with the land. All covenants contained in this Declaration concerning the collection of assessments may be enforced only by the Association or Declarant by action at law or in equity to enforce the personal obligation of an owner for the payment of delinquent assessments on foreclosure of the lien against the lot; provided, however, that any such action taken by Declarant shall be commenced in the name of the Association and on its behalf and all recovery of property or money damages shall be for the benefit of the Association. All remaining covenants and restrictions herein contained may be enforced by the Association, Declarant or any owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction or any other appropriate form of relief against any person violating any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of the same or of the right of such party to thereafter enforce the same. The party bringing any such action to enforce the covenants, restrictions or provisions hereof shall, if said party prevails, be entitled to all costs thereof, including, but not limited to, reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

ARTICLE IX - LOW INCOME HOUSEHOLD MITIGATION OF ANNUAL ASSESSMENTS

When any resident property owner has a combined gross household income which falls below the poverty line criteria for eligibility for the Federal Food Stamp Program or its equivalent, the resident property owner may apply for installment payments under the mitigation program established for that purpose by the Property Owners Association. In lieu of lump sum advance payment of the annual maintenance fee the Property Owners Association shall permit the applicant resident property owner who meets the income criteria at the same time of application to pay the annual maintenance fee in twelve periodic payments. The Property Owners Association shall plan its cash flow requirements to provide for sufficient funds to offset any reduction in current operating funds caused by the periodic payment in lieu of lump sum payment under this maintenance fee mitigation program.