

BK395PG709

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ROAD MAINTENANCE PROVISIONS FOR
TOWER RIDGE

The owners of Lots 1 - 41 shall share equally all costs incident to the ways shown on said "TOWER RIDGE" plan. Said costs, which shall include but not be limited to maintenance costs, shall be apportioned and assessed to the owners of said lots by a committee of said owners selected annually by a majority of said owners, and shall be paid by said owners at least annually. Said committee shall also set a date when the assessment shall be due and payable; if the assessment as to any lot is not paid on the date when due then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien upon the lot with respect to which the assessment was made, which shall bind such lot in the hands of the then owner, his heirs, devisees, and personal representatives and assigns; and the owners of the lots with respect to which assessments have been paid, or any such owner, shall have the right to sell any lot subject to such lien to satisfy said lien in the manner provided by law for the foreclosure of mortgages containing a power of sale, provided that notice of the commencement of such proceedings is filed for recording in the Dukes County Registry of Deeds within two years of the date on which payment becomes due and so long as said assessment or assessments are unpaid; said assessment shall also be the personal obligation of the then owner or owners of any such lot.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum and the said committee of owners, or any of them, may bring action in any court of competent jurisdiction against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and, in the event a judgment is obtained as above provided, a reasonable attorney's fee to be fixed by the court, together with the other costs of the action.

The lien of the assessments provided for shall herein be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the

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assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding of similar import. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 16 day of June, 1982.

Hope F. Tower
Hope F. Tower

Kenneth A. Lee
Russella L. Spera
Terrence M. Carthy

Acceptance by a majority of the
Planning Board of Oak Bluffs

COMMONWEALTH OF MASSACHUSETTS

Dukes, SS

October 22, 1982

Then personally appeared the aboved name Hope F. Tower and acknowledged the foregoing instrument to be her free act and deed, before me,

Severly W. King
Notary Public

My Commission expires: 8/27/87

Edgartown, Mass. October 22 1982
at 12 o'clock and 33 minutes PM
Received and entered with Dukes County Deeds
book 325 Page 209

Attest: Severly W. King
Register