

C. The lien herein created shall be subordinated to the lien of laborers, contractors, or materialmen furnishing labor or services in connection with the construction or alteration of any improvement located on any Lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after foreclosure of any such lien.

ARTICLE XVIII

VALIDITY

Violation of or failure to comply with these restrictions shall not affect the validity of any mortgage, bona fide lien or similar security instrument which may be then existing on any Lot in Section III. Invalidation of any one of these restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or restrictions herein contained, which shall remain in full force and effect. Any deed or legal instrument (except deeds of trust, mortgages or similar security agreements) purporting to convey, transfer or assign any interest in land within Section III shall contain appropriate language expressly subjecting the land within such conveyance, transfer, or assignment to all the restrictions set forth herein. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The captions of Sections and Articles hereof are for convenience only and shall not be deemed to construe or limit the meaning of the language therein.

ARTICLE XIX

AMENDMENT

Section 1. So long as Developer shall own one (1) or more Lot or Lots in Section III, this Declaration may be amended at any time by an instrument signed by Developer and by not less than sixty percent (60%) of the Owners.

Section 2. At such time as Developer shall cease to own any Lot or Lots in Section III, the vote of Developer shall no longer be necessary to amend this Declaration and same may thereafter be amended by an instrument signed by not less than sixty percent (60%) of the Owners.

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