

1 of any Mortgagees.

2 ARTICLE XII

3 OWNERSHIP, USE AND MANAGEMENT

4 OF THE COMMON AREAS

5 Section 12.1. Common Areas.

6 12.1.1. Ownership of the Common Areas is vested in the Association,
7 subject to the easements created in Article IV. Common Areas are intended for
8 use as public utility easements, drainageways and open areas and are for the
9 common use and enjoyment of the Members of the Association.

10 12.1.2. This Declaration reserves and grants to each Owner, and
11 resident, a right and easement of use in and to the Property. This easement may
12 be used only in a reasonable manner and at reasonable times for the purposes
13 stated. Under no circumstances is the easement to be construed to permit any
14 interference with or restriction on, the use and enjoyment of any area, by the
15 Owners other than for the purpose stated herein.

16 12.1.3. It is expressly acknowledged that this Article is for the
17 mutual benefit of all Owners and it is necessary for their protection. Such right
18 and easement of use and enjoyment of the Common Areas shall be subject to the
19 following provisions:

20 a. The right of the Association to limit the number of guests
21 of Owners and residents.

22 b. The right of the Association to dedicate or transfer all or
23 any part of the Common Areas to any public agency, authority or utility for such
24 purposes and subject to such conditions as may be agreed to by the Members.
25 No such dedication or transfer shall be effective unless an instrument signed by

1 Owners entitled to cast two-thirds (2/3) of the votes of the membership has been
2 recorded, agreeing to such dedication or transfer, and unless written notice of
3 the proposed action is sent to every Member not less than ten (10) nor more
4 than fifty (50) days in advance.

5 c. The right of the Association to establish reasonable rules
6 and regulations governing the use of the Lots and the Common Areas.

7 d. The right of the Association, in accordance with its Articles
8 and Bylaws, to borrow money for the purpose of improving and maintaining the
9 Common Areas and facilities and, if necessary, to mortgage the Property, but the
10 rights of such mortgagee in the properties shall be subordinate to the rights of
11 the Owners.

12 e. The right of the Association to enter into such agreements
13 and take such actions as are reasonably necessary and convenient for the
14 accomplishment of the obligations set forth above and the operation and
15 maintenance of the Common Areas.

16 f. The right of the Association to charge reasonable admission
17 and other fees for the use of any recreational facility situated on the Common
18 Areas.

19 g. The right of the Association to suspend the right of an
20 Owner, his family, or his lessees or tenants, to use the recreational facilities for
21 any period during which any assessment against his Lot remains unpaid or for
22 any violation of this Declaration or the Rules and Regulations of the Association.

23

24 h. The right of the Association to suspend the voting rights
25 of any Owner for any period in which the assessment against his Lot remains

1 unpaid or for any violation of this Declaration or the Rules and Regulations of
2 the Association.

3 i. The exclusive right of the Association to control and manage
4 the Common Areas.

5 Section 12.2. Delegation of Use. Any Owner may delegate his right
6 of enjoyment to the Common Areas and recreational facilities to the members of
7 his family, his tenants or contract purchasers who reside on the Property,
8 provided such delegation is in accordance with this Declaration, the Bylaws and
9 the Rules and Regulations of the Association. In the event an Owner delegates
10 his right to enjoy the Common Areas to any lessee or tenant, that Owner shall
11 no longer be entitled to use such Common Areas and recreational facilities.

12 Section 12.3. Damage or Destruction of Common Areas.

13 12.3.1. In the event any portion of the Common Areas, or the
14 Common Property of the Association is damaged or destroyed by any Owner,
15 his/her guests, tenants, licensees, agents, or members of his/her family, such
16 Owner shall be liable to the Association for the cost of remedying such damage,
17 including the replacement costs of any common property which is damaged.

18 12.3.2. The Owner irrevocably authorizes the Association to repair
19 or replace the damaged property. All work performed by the Association shall
20 be done in a workmanlike manner in substantial conformance with the original
21 plans and specifications. The Owner agrees to reimburse the Association for all
22 amounts expended for the repair and replacement of the Common Property within
23 ten (10) days from receipt of an invoice for such work from the Association. Any
24 sums not paid within that time period shall be deemed delinquent and shall
25 become a lien against the Owner's Lot and shall be collected in the same manner

1 as assessments. Delinquent sums shall accrue interest in an amount established
2 by the Board.

3 ARTICLE XIII

4 ASSESSMENTS

5 Section 13.1. Assessments for Common Expenses.

6 13.1.1. Assessments to pay a judgment against the Association shall
7 be assessed equally against all Lots in the Association.

8 13.1.2. If any common expense is caused by the misconduct of any
9 Owner, the Association may assess that expense exclusively against such Owner
10 and his/her Lot and may collect such common expense in the same manner as
11 assessments.

12 Section 13.2. Covenants to Pay. Each Owner, by the acceptance of
13 a deed to a Unit, whether or not it is expressly stated in the deed, covenants
14 and agrees to pay to the Association all assessments and any additional charges
15 levied pursuant to this Article VIII.

16 13.2.1. Liability for Payment. The obligation to pay assessments
17 shall run with the land so that each successive record Owner of a Dwelling Unit
18 shall become liable to pay all such assessments. No Owner may waive or
19 otherwise escape personal liability for assessments or release the Unit owned by
20 him/her from any lien and charges hereof by non-use of the Common Areas,
21 abandonment of the Dwelling Unit, by attempting to renounce rights in the
22 Common Areas or the facilities or services, or for any other reason. Each
23 assessment shall constitute a separate assessment and shall also be a separate,
24 distinct and personal obligation of the Owner of the Dwelling Unit at the time
25 when the assessment was levied and shall bind his/her heirs, devisee, personal