

by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereon or by the abandonment of his lot other than the sale thereof.

S.S.S.F. HOA CCR'S ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments Each Member, by acceptance of a real estate contract or deed thereof, covenants and agrees to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, and other Association purposes, such assessments to be fixed, established and collected from time to time as hereinafter provided, and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with any interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time the assessment fell due. In any conveyance, except to mortgagee holding a first lien on the subject Lot, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. However, any such grantee shall be entitled to a statement from the Board of Trustees setting forth the amounts of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments against the grantor in the excess of the amount set forth. No membership may be transferred to a subsequent purchaser until all assessments, interest, penalties and other charges that are due have been paid in full to the Association. 6

Section 2. Purpose of Assessments The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common area.

Section 3. Regular Assessments The amount and time of payment of regular assessments shall be determined by the Board of Trustees of the Association pursuant to the Articles of Incorporation and Bylaws of said Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

Section 4. Special Assessments for Capital Improvements In addition to the regular assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, or costs incurred for any other Association purpose, provided that any such assessment shall have the assent of a majority of the membership entitled to vote at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all members not less than ten (10) calendar days not more than thirty (30) calendar days in advance of the meeting. 6

Section 5. Uniform Rate of Assessment Both regular and special assessments shall be fixed at a uniform rate for all lots owned by members and may be collected monthly or at such other times as the Board may determine.

Section 6. Date of Commencement of Regular Assessments and Fixing Thereof the regular assessments provided for herein shall commence as to all lots on the first day of the month following the purchase of each lot to an individual owner. Monthly or annual assessments will be payable at times designated by the Board of Trustees of the Association.

Section 7. Certificate of Payment The Association shall, upon the written request of any Lot owner or any

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| 2. Supplementary declaration, January 9, 1981          | 3. Amended declaration January 25, 1981               |
| 4. Amended declaration, April 15, 1982                 | 5. Amendment to amended declaration, June 25, 1982    |
| 6. Amended declaration, October 14, 1985               | 7. Amendment to amended declaration, May 6, 1989      |
| 7a. Amendment to declaration, February 17, 1991        | 8. Amendment to amended declaration, February 8, 1983 |
| 9. Amendment to amended declaration, November 11, 1994 |   |

to the Member at such Member's lot, condominium, or home address. Such notice shall specify the place, day and hour of the meeting, and the purpose of such meeting.

Section 5A. Quorum. Fifty-percent (50%) or more of the Members, either present in person or by proxy, shall constitute a quorum for any and all purposes, except in special assessment circumstances, in which the express provisions require a sixty-six and two-thirds (66 2/3%) percent vote of the members present.

Section 5B. Absence of Quorum. In the absence of a quorum, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall be reconvened and any number of Members present at such subsequent meeting, in person or by proxy, shall constitute a quorum. At any such adjourned meeting held as set forth above, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 6. Voting. When a quorum is present at any meeting, the vote of the Members representing more than fifty (50%) percent of those present at the meeting, either in person or by proxy, shall decide any question of business properly brought before such meeting. All votes may be cast either in person or by proxy, however, all proxies shall be in writing, and must be of record with the Secretary.

#### ARTICLE IV TRUSTEES: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Trustees comprised only of the various Presidents, or the nominees thereof, of the member associations.

Section 2. Term of Office. The various associations under the Master Association shall be represented on the Board of Trustees in perpetuity. The various trustees shall change as the individual associations elect new officers.

Section 3. Removal. Any trustee may be removed, with or without cause, by a majority vote of the trustees. The office of a Trustee may be declared vacant by the Board of Trustees in the event any Trustee shall be absent from three (3) consecutive regular meetings of the Board. In the event that a Trustee is removed by the Board of Trustees a written notice to the comprising association will be sent by the Secretary of the Association with such notification and request that another officer or nominee of that comprising association be named to the Board of Trustees of the Master Association. In the event of death, resignation, or removal of an officer of the comprising association who, because of said office was a member of the Board of Trustees of the Master Association, said comprising association will notify the Master Association of said occurrence and the replacement thereof.

Section 4. Compensation. No trustee shall receive compensation for any service rendered to the Association. However, any Trustee may be reimbursed for actual expenses incurred in the performance of his or her duties. In the event that an extraordinary expense is