

AMENDMENT TO NORTHERN ROBERTSON VILLAGE COVENANTS

ASSESSMENTS

PURPOSE OF ASSESSMENTS. The purpose of Regular and Special Assessments is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following purposes: (a) to promote the health, safety and welfare of the residents occupying the real estate, (b) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, Landscape Easements, Drainage, Utility or Sewer Easements or Lake Easements and the Drainage system, Landscape Preservation Easements, (c) for the performance of the responsibilities and duties and satisfaction of the obligations of the Association and (d) for such other purposes as are reasonably necessary or specifically provided herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvement which the Association shall be uniform for all Residence Units within the subdivision. Undeveloped lots shall be assessed at one-third the amounts of Residence Units.

REGULAR ASSESSMENTS. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association to fix from time to time the Regular Assessment against each Residence Unit or Lot at any amount not in excess of the Maximum Regular Assessment as follows:

1. Until December 31, 2005 the Maximum Regular Assessment on any Residential Unit for any calendar year shall not exceed \$95.00 if paid once annually and \$95.00 if paid semi annually. The maximum Regular Assessment for an undeveloped lot shall not exceed \$25.00 for any calendar. There will be a late fee that shall not exceed \$10.00 for any calendar year.
2. From and after January 1, 1997, the Maximum Regular Assessment on any Residence Unit or Undeveloped Lot for any calendar year may be increased not more than 10% above the Regular Assessment for the previous calendar year without a vote of the members of the Association as provided in the following subparagraph.
3. From and after January 1, 1997, the Board of Directors of the Association may fix the Regular Assessment at an amount in excess of the Maximum amount specified in subparagraph 2 above only with the approval of a majority of those members of each class of members of the Association who cast votes in person or by proxy at a meeting of the members of the Association duly called for such purpose.
4. Each Residence Unit shall be assessed an equal amount for any regular assessment, excepting any proration for ownership during only a portion of the assessment period. Each undeveloped lot shall also be assessed and equal amount of Regular Assessment as described in subparagraph 1.

SPECIAL ASSESSMENTS. In addition to regular assessments, the Board of Directors of the Association may make Special Assessments against each Residence Unit, for the purpose of defraying , in whole or in part, the cost of constructing, reconstructing, repairing or replacing any

capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations and any other loss) which the Association may from time to time incur, but only with the assent of 2/3 of the members of each class of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the Association called for such purpose.

DATE OF COMMENCEMENT OF REGULAR OR SPECIAL ASSESSMENT. DUE DATES. The Regular Assessment or Special Assessment, if any, shall commence as to each Resident Unit or Undeveloped Lot on the first day of the first calendar month following the first conveyance of the related property to an owner.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

FAILURE OF OWNER TO PAY ASSESSMENTS.

(A) No Owner may exempt himself or herself from paying Regular Assessments or Special Assessments due to such Owner's nonuse of the Common Areas of abandonment of the Residence Unit or Lot belonging to such Owner. If any Owners shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment (as described in paragraph below entitled CREATION OF LIEN AND PERSONAL OBLIGATION) may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of any assessment when due, the Board of Directors of the Association may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Residence unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Residence Unit, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence Unit or Lot, and to collect the rental and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective property, costs and expenses of such action incurred (including but not limited to attorneys reasonable fees) and interest from the date such assessments were due until paid.

(B) Notwithstanding anything contained in this paragraph or elsewhere in this Declaration, any sale or transfer of a Residence Unit or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the

manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefore. No such sale, transfer or conveyance shall relieve the property owner, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefore.

CREATION OF LIEN AND PERSONAL OBLIGATION. Each Owner of a Residence Unit or Lot by acceptance for itself and related entities of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association for his obligation for (a) Regular Assessments for Common Expenses and (b) Special Assessments for capital improvements and operating deficits and for special maintenance and repairs. Such assessments shall be established, shall commence upon such dates and shall be collected as herein provided. All such assessments, together with interest, costs of collection and reasonable attorneys fees, shall be a continuing lien upon Residence Unit or Lot against which assessment is made prior to all other liens except only (1) tax liens on any Residence Unit or Lot in favor of any government or special taxing district and (2) the lien of any first mortgage of record. Each assessment, together with interest, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the Owner of the Residence Unit or Lot at the time such assessments became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Residence Unit or Lot) shall not pass to such Owners successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Residence Unit or Lot, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular Assessment or Special Assessments or other charges against the Residence Unit or Lot. Such statement shall be binding upon the as of the date of such statement.

EXPENSE INCURRED TO CLEAR DRAINAGE, UTILITY OR SEWER EASEMENT DEEMED A SPECIAL ASSESSMENT. As provided in the Plat covenants relating to the Real Estate, the Owner of any Lot subject to a Drainage, Utility or Sewer Easement, including any builder, shall be required to keep the portion of said Drainage, Utility or Sewer Easement of his Lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without a permit from the Department of Public Works and prior written approval of the Association. Also, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping of any kind, shall be erected or maintained upon said easements, and any such structure or improvement so erected shall, at Associations written request be removed by the Owner at the Owner's sole cost and expense. If within 30 days after the date of Associations written notice, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement, Association may enter upon the lot and cause such obstruction, structure or improvement to be removed so that the Drainage Utility and Sewer Easement is returned to its original designed condition. In such event, the Association, shall be entitled to recover the full cost of such work from the offending Owner and such amount shall be deemed a Special Assessment against the Property owned by such Owner which, if unpaid shall

constitute a lien against such Property and may be collected by the Association pursuant to this article in the same manner as any other Regular Assessment or Special Assessment.

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