

shall exercise all rights, authority and functions of said association, including the function of the "Architectural Committee" (as hereinafter defined).

(B) All Lot owners shall be members of the POA, with one (1) vote for each Lot owned and be liable for the assessments described herein.

(C) Lot owners shall pay an annual assessment to the POA in an amount determined by a majority of the POA members for each year. The purpose of the assessments shall be for the POA to carry out its purposes and to pay for the maintenance, repair, upkeep and replacement of any areas or facilities designated to be Community Facilities pursuant to the terms of this Declaration, to pay the insurance premiums for insurance carried in connection with the Community Facilities and to pay for all other costs of the POA associated with the ownership, use or management of the Community Facilities. The amount of said assessment shall be the same as to each Lot in the development, (without regard to the size of said Lots) and shall be applicable to all such Lots. Said assessment shall be payable by December 31st of each calendar year. The POA may elect to bill the annual assessment on a quarterly basis, in which event the owners shall pay such quarterly installments within thirty (30) days after being billed for the same. Said assessment shall be payable in full by the current Lot owner, regardless of a transfer of ownership during the calendar year. Said assessment shall not be applicable to Declarant, except as to Lots owned by Declarant on or after ten (10) years from the date of the recording hereof.

(D) In the event of the failure by a Lot owner to pay the assessment provided in Paragraph (C) hereof when due, the POA may, in addition to seeking judgment for the amount thereof, recover judgment against said owner(s) for an additional amount which shall be five (5) times the annual assessment owed and its court costs and attorneys' fees incurred in seeking payment of such assessments. Said amount, less the court costs and attorneys' fees paid by the POA in effecting collection, shall be credited to the account of said Lot owner and applied to subsequent assessments.

(E) All assessments charged against Lot owners as described herein, plus court costs and attorneys' fees incurred shall be a charge on the Lot of such owner and continuing lien upon the Lot, in addition to being the personal obligation of such owner. If any assessment is not paid within thirty (30) days after the date is due, then the POA shall have the right to file a notice of lien (in the form of an affidavit in aid of title as prescribed by Section 5301.252 of the Ohio Revised Code) and to foreclose against the lien in the same manner as mortgages are foreclosed upon in the State of Ohio. The lien described herein shall be subordinate to the lien of any first mortgage on any Lot.

**Late Fees, Liens, and Foreclosure**

**Pg 951 item D & E**

**Declaration of Restrictions, Conditions, Easements and Covenants**