

(A) The annual assessment of Ashbrooke Owners Association may not be increased in any year by more than ten percent (10%) above the maximum assessment for the previous year without the unanimous consent of the Board of Directors of Ashbrooke Owners Association.

(B) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum assessment permitted under the provisions of Section 3(A) of this Article IV.

SECTION 4. Special Assessments.

(A) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Ashbrooke Owners Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, purchase, repair, or replacement of capital improvement upon the Common Area, Common Facilities and Lakes, including fixtures and personal property related thereto, provided that any such assessment shall be approved by unanimous consent of the Ashbrooke Owners Association Board of Directors.

(B) Special Assessments for Willful or Negligent Acts. Upon the unanimous vote of the Board of Directors, the Ashbrooke Owners Association may levy special assessments against an individual Lot Owner for reimbursement for repairs occasioned by the willful or negligent acts of the Lot Owner.

(C) Special Assessments for Fire Protection and Work Performed by Declarant or the Association.

(i) The Association is hereby authorized to assess each Lot upon which a dwelling has been placed or constructed with an amount equal to the per Lot charge made by the governing political body for backup fire protection pursuant to any agreement now or hereafter made by and between the Association and the said governing political body and as same may be hereafter amended.

(ii) The Association is hereby authorized to assess any Lot for the cost of all work or activity performed on any such Lot pursuant to Article VI (Insurance), or this Article IV (Erosion Control), Section 15.

(D) Special Assessments for Covenant Violations. In addition to all other rights and remedies contained herein, and without waiving the same, the Association, at the sole discretion of the Board of Directors, shall have the right to assess a fine of \$50.00 against any Owner for a violation of the provision of this Declaration. The Association shall provide written notice to such Owner of a violation and allow such Owner fourteen (14) days to cure the violation before assessing the fine. If the violation is not thereafter cured within the allowed time and the Board of Directors elects to assess the fine, the Association shall provide written notice to such Owner by certified mail, return receipt requested, of such assessment. Such Owner shall have thirty (30) days from the date of the notice to pay the fine to the Association. If such fine is not paid within

thirty (30) days, such fine shall constitute a continuing lien on the property in accordance with Section 9 of Article IV below. All costs associated with enforcement of this subsection, including attorney fees and expenses, may be included in the lien amount.

SECTION 5. Reserved for future use.

SECTION 6. Uniform Rate of Annual Special Assessments. Both annual and special capital assessments must be fixed at a uniform rate for all Lots (effective date) on the first day of January of each year. The due date thereof shall be established by the Board of Directors.

SECTION 7. Date of Commencement of Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots at the time of the filing of the subdivision plat.

SECTION 8. Duties of the Board of Directors with Respect to Assessments.

(A) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.

(B) Written notice of the assessment shall thereupon be delivered or mailed to every owner subject thereto.

(C) Upon ten (10) day request, the Board of Directors shall furnish to an Owner liable for any assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. The certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

SECTION 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

(A) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his heirs, executors, devisees, personal representatives, and assigns. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.