

percentage ownership in the Common Elements, provided, that the members owning Units 8 through 11 and 20 through 23 shall pay the additional assessment provided in the Master Deed.

Until the annual budget for a fiscal year is sent to each member by the Board, the member shall continue to pay that amount which had been established on the basis of the previous estimated annual budget.

If any member shall fail or refuse to make payment of his proportionate share of the common expenses when due, the amount thereof shall constitute a lien on the interest of such member in the Property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Horizontal Property Act, the Master Deed, or these By-Laws, or are otherwise available at law or in equity for the collection of all unpaid assessments.

Section 4. If at any time during the course of any fiscal year, the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and thereafter monthly assessments shall be determined and paid on the basis of such revision.

Section 5. Upon the purchase of each unit from the Developer, or at any time thereafter, at the request and at the option of the Board of Directors, each unit owner, not including the Developer, shall deposit with the managing agent of the property, or as may be otherwise directed by the Board an amount equal to three times the monthly assessment relating to such owner's unit. Such amount shall not constitute a prepayment of the regular monthly assessment. Such amount shall be held, together with the amounts similarly deposited by the other unit owners, as an operating reserve for common expenses and shall be used and