

(2) Individual Expense. Each residence owner shall be liable for all expenses attributable to his ownership, use or occupancy of his residence, except only the common expenses above stated for which the Association is liable. Such individual expense shall include, but not be limited to, taxes on the residence and undivided interest in the common area and facilities and all utilities, where applicable, used by the residence.

B. Accounts. All sums collected from assessments (except for reserves which shall be maintained in a separate account and not used for operation) may be mingled in a single fund but they shall be held in trust for the residence owners in the respective shares in which they are paid, and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be a common expense account to which shall be credited collections of assessments for common expenses. The residence owners shall not be entitled to receive any prorata share of the assessment funds upon the sale or transfer of the residence.

C. Assessments for Recurring Expense. Assessments for recurring expense for each expense account shall include the estimated expenses chargeable to the account. Assessment for recurring expenses shall be made for the remainder of the calendar year in which this Declaration is filed, and for each calendar year thereafter annually in advance. Such assessments shall be due in equal consecutive monthly payments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, a payment in the amount required by the last prior assessments shall be due upon each assessment payment date until changed by a new assessment.

D. Assessments for Emergencies. Assessments for expenses of emergencies for each expense account which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the residence owners. Ten days after such notice, and failing disapproval in writing by owners of a majority of the total vote of the Association, the assessment shall become effective, and it shall be due after thirty days notice thereof in such manner as the manager may require.

E. Assessment for Maintenance, Repairs & Replacement Reserve. An adequate reserve fund for the periodic maintenance, repair and replacement of the common elements must be established and must be funded by regular monthly payments rather than by special assessments. Upon the purchase of each unit from the Sponsor, each unit owner shall deposit with the managing agent of the property or as may be otherwise directed by the Board, an amount equal to double the monthly assessment relating to such owner's unit. Such amount shall be held, together with the amounts similarly deposited by the other unit owners, as a contingency reserve. To the extent that the said reserve fund may be depleted, or in the judgment of the board may be inadequate, the board may increase the same by an assessment to the members in the proportion of their ownership interest in the Common Elements. The said reserve fund and other funds on hand from time to time shall not be refunded to a unit owner in the event he sells his unit.

F. Assessment Roll. The assessments for expenses for each expense account shall be set forth upon a roll of the residences which shall be available in the office of the Association for inspection at all reasonable times by residence owners. Such rolls shall indicate for each residence the name and address of the owner, the assessments for all purposes and the amounts paid and unpaid of all assessments.

G. Liability for Assessments. A residence owner will not be liable for the obligations of any other residence owner. A residence owner shall be liable for all assessments coming due while he is the owner of a residence, together with interest, costs and reasonable attorney's fees. Such liability may not be avoided by waiver of the use and enjoyment of any limited common or common elements, or by abandonment of the residence for which the assessments are made. In the event of the foreclosure of any mortgage upon a residence, conveyance of any such residence in lieu of such foreclosure or judicial sale of any such residence the person first acquiring title to such residence by reason of such foreclosure sale, deed in lieu of foreclosure, or judicial sale, shall be liable only for assessments coming due thereafter or for that portion of due assessments prorated to the period after the date of such transaction to all residences including the mortgaged unit.

H. Lien for Assessments. The unpaid portion of any assessment which is due shall be secured by a lien upon the residence, and all appurtenances thereto. To the extent permitted by applicable law, any lien for common expenses and assessments shall be subordinate to any first mortgage on any unit recorded prior to the date on which such lien arises. Such a lien for common expense charges and assessments shall not be affected by any sale or transfer of a unit except that a sale or transfer pursuant to a foreclosure of a first