

5. The Association may not amend this Declaration so as to change the ownership interests of the members, the boundaries of any unit, the liability for common expenses, the fundamental purposes to which the property is restricted, the right of an owner to lease his residence, or the weight of the votes of the members unless such amendment shall have been authorized unanimously in writing by the total vote of the Association.

ARTICLE VI
(Covenants for Assessments)

1. The Declarant, for each residence owned within the PUD, hereby covenants and every other owner of any residence by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- a. Annual assessments or charges;
- b. Special assessments for capital improvements; and
- c. Special assessments for purchase and reconstruction of residences.

Such assessments shall be fixed, established and collected from time to time as hereinafter provided.

2. The annual and special assessments, together with such interest thereon and costs of collection thereof shall be a charge on the land and shall be a continuing lien upon the lot and improvements thereon (residence) against which each such assessment is made. Each such assessment, together with such interest and costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the residence at the time the assessment fell due. The personal obligation of an owner for delinquent assessments shall not pass to his successors in title unless required by law or expressly assumed by them and then only with the consent of the Association.

3. The assessments levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the PUD; enforcing these covenants and the rules of the Association; improving and maintaining the property of the PUD and the residences located thereon; and providing the services and facilities for purposes of and related to the use and enjoyment of the common area and facilities.

4. All assessments shall be shared equally by the owners of each residence.

5. All assessments shall be determined by the Board of Directors and they shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs.

6. In addition to the regular assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have the assent of three-fourths (3/4) of the vote of the membership at a meeting duly called for this purpose. Written notice of such meeting must be given to each member of the Association at least thirty (30) days, and not more than sixty (60) days, before the meeting.