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common property within the Common Area shall not be deemed a transfer within the meaning of this clause);

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner;

(c) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the maintenance of the common property or common walls, fences and driveways, or the upkeep of lawns and plantings in the Common Area;

(d) use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such common property.

Section 4. First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the homeowners association, corporation, or trust. Entitlement to such reimbursement is hereby reflected in this Declaration as an agreement in favor of all first mortgagees of units in said development duly executed by the homeowners association, corporation or trust, and an original or certified copy of such agreement is possessed by the Seller.

Section 5. No provision of the subdivision documents gives a Lot Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the case of a

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