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rights and claims said Owner may have in and to the Lot as a homestead exemption or any other exemption, said waiver and release to be applicable only with respect to assessment liens imposed pursuant to this Declaration.

33. Personal Liability of Purchaser for Assessments. Subject to the provisions below, a purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid assessments against the Lot up to the time of conveyance to the purchaser, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

34. Statement of Status of Assessment Payment. Upon payment of a reasonable fee and upon the written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot, the Board of Directors shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot. Unless such statement shall be issued within fourteen days, all unpaid assessments which become due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement.

35. Assessment Reserves. Each Owner may be required to deposit and maintain with the Association an amount to be determined only after notice and meeting for each Lot owned by such Owner, to be held without interest, which sum shall be used by the Association or any managing agent of the Association as a reserve for paying such Owner's assessments, for purchase of equipment and supplies, and for working capital of the Association. Such advance payment shall not relieve an Owner from making the regular payments of the assessments as the same became due. Upon the sale of a Lot, an Owner shall be entitled to a credit from his guarantee for any unused portion thereof.

#### ARTICLE VII.

##### General Provisions

36. Enforcement. Except as otherwise provided in this Declaration, the Board of Directors shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board of Directors to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

37. Violations Deemed a Nuisance. Every violation of this Declaration is deemed to be a nuisance and is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law or equity against anyone in violation of these covenants shall be available.