

DECLARATION

BOOK 510 PAGE 401

CANDLEWOOD ADDITION
a subdivision in Douglas County, Nebraska
as surveyed, platted and recorded

79-736T

THIS DECLARATION, made this 11 day of July,
1972, by the undersigned, E. G. MILLER REALTY CO., INC., TRUSTEE,

WITNESSETH: THAT,

WHEREAS, the undersigned E. G. MILLER REALTY CO., INC.,
TRUSTEE, is the owner of the following described premises,
to wit: Lots One (1) through Four Hundred Three (403), inclusive,
in Candlewood Addition, a Subdivision in Douglas County, Nebraska,
as surveyed, platted and recorded, and

WHEREAS, the undersigned has heretofore agreed, pursuant
to an Indenture executed September 30, 1971, that of the foregoing
described real estate all that portion legally described as:
Lots 1 through 84, inclusive, Lots 86 through 228, inclusive,
and Lots 233 through 400, inclusive, in Candlewood Addition,
a Subdivision in Douglas County, Nebraska, as surveyed, platted
and recorded, will be subject to conditions and other terms
appropriate, convenient, or necessary to preserve and promote
its private residential character in conformity to and coordination
with the general scheme of development and use expressed in
said Indenture, and

WHEREAS, the Declarant being the owner of all that portion
of the foregoing described real estate legally described as:
Lots 85, 229, 230, 231, 232, 401, 402 and 403 in Candlewood
Addition, a Subdivision in Douglas County, Nebraska, which
lots have been zoned for multi-family Residential District
and Commercial District uses, and in order to insure that
the use made of said lots is in conformity and harmony with
the general scheme of development planned by Declarant to
protect the value and desirability of all the above described
property, Declarant desires to subject said lots to the following
covenants contained in Section II hereof only;

NOW, THEREFORE, in consideration of the matters herein
recited Declarant does hereby

DECLARE as follows, to-wit:

I

SINGLE-FAMILY RESIDENCE PROPERTY

1. All single-family residence property involved in this Declaration, is and will be acquired, conveyed, devised, inherited, sold, or otherwise transferred and is and will be occupied and used subject to all and each of the conditions and other terms set out in this Section I of this Declaration; and the following does and will constitute the single-family residence property so subject to this Declaration:

a. Lots 1 through 84, inclusive, Lots 86 through 228, inclusive, Lots 233 through 400, inclusive, in Candlewood Addition, a subdivision in Douglas County, Nebraska will be subjected to this Declaration,

b. Declarant will retain the right at any time or from time to time through December 31, 2000, to subject additional real property owned by it in Douglas County, Nebraska, and comprised of one or more subdivisions or units suitable for individual private residential purposes, hereafter called "lot" or "lots", and any other owners will have the right at any time or from time to time but only upon the receipt of an express written Acceptance executed by Candlewood Homes Association, a Nebraska nonprofit corporation, hereafter called "Association", also to subject additional real property owned by them in Douglas County, Nebraska, and comprised of one or more lots, to this Declaration by executing and recording with the Register of Deeds of Douglas County, Nebraska, an express written Supplementary Declaration describing such property and extending to each of such lots all of the conditions and other terms set out in this Declaration with only such complementary additions and modifications as may be appropriate, convenient, or necessary for accommodation of the different character of such property but not inconsistent with the private residential character of the single-family residence property.

2. The single-family residence property of Candiewood is and will be through December 21, 2000, subject to all and each of the following conditions and other terms, hereafter called "covenants":

a. Except for such lot or lots or part thereof as may from time to time be occupied or used for educational, recreational, religious, or other nonprofit public purposes to the extent permitted by applicable zoning regulations, no single-family residence hereinafter will be occupied or used for other than single-family residential purposes; and no lot will be occupied or used for such residential purposes; and no lot will be occupied or used for such residential purposes at a density greater than one single-family residence for each lot or for each part thereof of an area not less than Seven Thousand Five Hundred (7,500) square feet.

b. The structure or associated structures comprising a single-family residence will consist of a detached dwelling designed to accommodate a single person or one family group together with household servant or servants of not more than two and one-half stories in height which shall be constructed in compliance with the following restrictions:

(1) The ground floor area of every two-story dwelling exclusive of open porches, open breezeways, basements and garages, shall be not less than One Thousand Six Hundred (1,600) square feet.

(2) The ground floor enclosed area of every two-story or one and one-half story dwelling exclusive of open porches, open breezeways, basements and garages, shall be not less than Nine Hundred (900) square feet and the first floor and other floors combined shall be not less than One Thousand Nine Hundred (1,900) square feet of floor area.

(3) The ground floor enclosed area of every split-level type of dwelling with the garage built under the dwelling, shall have combined ground floor area including

the floor area above the garage, exclusive of open porches, open breezeways, basements and garages, of not less than Nine Hundred (900) square feet and the ground floor area and other floors combined shall be not less than One Thousand Seven Hundred (1,700) square feet.

c. No single-family residence will be altered, built, constructed, or otherwise maintained on any lot without an express written Approval executed by Association through its Architectural Control Committee or its permission by implied approval secured in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, as to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors, location within lot boundary lines, quality of construction, size, and suitability for residential purposes of such single-family residence; and no exterior air conditioning equipment, antenna, ditch, fence, flag pole, pool, tennis court, wall, or other structure or associated structures and no trees or other substantial landscaping in any location within public view will be altered, built, constructed, erected, installed, planted or otherwise maintained or undertaken on any lot without such approval by Association so secured as to general appearance, composition, design, exterior color or colors, and suitability for residential purposes. The roof of all dwellings or any other structure shall be covered by shake, wooden shingle or tile roofing materials, and no roof shall be covered with asphalt composition material. All exposed foundations facing the front and side yards of each lot not adjoining Lake Candlewood shall be faced with brick, stone or wood, and all exposed foundations on each lot adjoining said lake shall be faced with brick, stone or wood. The chimney of all dwellings shall be faced with brick or stone. All dwellings shall have attached enclosed garages which must be capable of accommodating at least two standard size automobiles.

d. After commencement thereof all approved or permitted construction on any lot will be as diligently as practicable prosecuted to completion as soon as practicable, and no approved or permitted construction will be maintained on any lot in uncompleted or unfinished condition for more than eighteen (18) months.

e. No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any lot; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any lot other than for temporary use or uses appropriate, convenient, or necessary for residential purposes for not more than seven (7) days within any calendar year or for use or uses connected with continuous with approved or permitted construction. Public concrete sidewalks, four feet wide and four inches thick, shall be installed by the then owner in front of each improved lot and on the side street of each improved corner lot prior to completion of construction of the dwelling on each lot.

f. No driveway will be constructed or maintained on any lot and connected to or with an adjoining public street through its curb other than by a curb cut effected with a clean-cutting cement saw leaving a smooth and unpatched curb cut and by a construction design leaving a smooth and unpatched union along a line or lines outside the path of water flow along said curb and surfaced, from the line of any intersected public sidewalk nearest such lot to such union, only with concrete cement of quality similar to that used for such sidewalk and street and otherwise surfaced with asphalt, brick, concrete, laid stone, or other construction material so as to avoid and prevent erosion of or water damage to such curb, curb cut, sidewalk, or street, and no such driveway will be so constructed or maintained and connected across or over an adjoining intersection so as to avoid and prevent erosion of, water damage to, cracks in, or similar damage to such sidewalk.

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g. No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained on any lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance. On lots adjoining Lake Candlewood, grass shall be seeded or sodded and maintained to the water frontage; that is, the point where the lot meets the edge of the lake; and, no paving, sand or other material shall be installed on any said lot on or in the proximate vicinity of said water frontage; provided, however, that the Architectural Committee may approve plans for placement of rocks along the water frontage to check erosion if the same shall be attractive in appearance and in harmony with relation to the surroundings.

h. No advertising sign or other poster other than a sign of an area of not more than four square feet advertising such lot for sale or a sign or signs belonging to Declarant as owner of such lot will be maintained on any lot.

i. No excess or unused building material or materials will be kept, stored or otherwise maintained on any lot in a location within public view, other than for use or uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any lot.

j. No boat, camper, trailer, or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motor cycle, truck, or other vehicle will be repaired, torn down, or stored on any lot, other than in an enclosed structure.

k. No birds, livestock, poultry, or animals other than domesticated noncommercial pets in no more than reasonable quantity will be bred, kept, or otherwise maintained on any lot.

1. No boat dock, boat house, float, boat ramp, raft, bouy or other structure shall be erected or placed upon any lot in the properties or placed in any water adjoining said lot, and no fence or wall shall be built or maintained along the rear lot line of any lot adjoining Lake Candlewood.

m. No motor boats, or power boats shall be permitted on Lot 203: that is, Lake Candlewood.

3. Association: The single-family residence property is and will be through December 30, 2000 or for such longer or other period as may otherwise be fixed included in membership in Association subject to all and each of the following conditions and other terms:

a. Association will have the right, in general, without any part of its net earnings inuring to the private benefit of its members, to promote and sustain their social welfare, and otherwise provide for their health, pleasure, recreation, safety, and other non-profitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance or operation of or otherwise making available for use any one or more area entrances or entry structures, boat docks, golf courses, lakes, parks, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures, by providing weed and other actual or potential nuisance abatement or control, security service, other community services, by exercising architectural control and securing compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, by fixing and collecting or abating dues or other charges for financing its operations, by delegating by contract or otherwise to any other Nebraska nonprofit corporation general responsibility for administration and executive management of its affairs, and by undertaking any one or more other activities appropriate, convenient, or necessary to promote or sustain any such interest, to acquire by purchase or otherwise, hold for investment or otherwise, or dispose of for profit or otherwise any interest in or species

of personal or real property wherever located, and to engage in any other venture for the mutual non-profitable interests of its members for which a corporation may be organized under the Nebraska Nonprofit Corporation Act, as amended.

b. Except for such lot or lots or part thereof as may from time to time be occupied or used for educational, recreational, religious, or other nonprofit or public purposes to the extent permitted by applicable zoning regulations, every single-family residence lot will be automatically included in membership in Association as a benefit or burden running with and charge upon the ownership of each such lot; and the owners of any other lots will have the right at any time or from time to time but only upon the receipt of an express written Acceptance executed by Association thereafter to include any such lot in membership in Association as a benefit or burden running with and charge upon the ownership of such lot.

c. Dues or other charges for each lot included in membership fixed by Association in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, will each constitute until abated or paid a lien upon and charge against such lot in favor of Association; but not such dues or charges shall constitute a lien until and unless a written notice of such lien is filed by the Association on such lot with the Register of Deeds of Douglas County, Nebraska, and no such lien upon any such lot will at any time be superior to any earlier or later established lien upon such lot for security for a home improvement or purchase money loan or the unpaid balance of a purchase contract for such lot.

d. The obligations and privileges of membership in Association will in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, extend to contract purchasers and owners of all lots included in membership and appertain to and be coterminous with the duration of the interest for membership for a period or from period to period; but each member will be and remain personally liable to Association until abatement or payment for all dues or other charges fixed by it at any time or from time to time throughout the duration of such interest or membership.

c. Association will have the right in the manner set out in its Articles of Association or its by-laws, as from time to time amended, to divide the membership into classes, to deny or limit voting rights of members of any membership class, and to deny access to or use of facilities or services, suspend the membership or privileges of, or otherwise discipline any member for failure to pay dues or charges or for other conduct detrimental to its affairs or otherwise improper.

4. Enforcement: The covenants, easements, conditions, and other terms set out in this Declaration for single-family residence property are and will be subject to the following enforcement:

a. Association and every contract purchaser or owner of any lot will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement as to any lot of any covenants or any easement granted to it and to fix a reasonable charge for such action as a lien upon and charge against such lot in favor of Association.

b. Every grantee, assign thereof, or successor thereto will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

II

MULTI-FAMILY RESIDENTIAL PROPERTY

AND COMMERCIAL PROPERTY

All multi-family residential property and commercial property involved in this Declaration and legally described as: lots 85, 229, 230, 231, 232, 401, 402 and 403 in Candlewood Addition, a subdivision in Douglas County, Nebraska, is and will be through December 31, 1980, acquired, conveyed, devised, inherited, sold or otherwise transferred and is and will be occupied and used subject to the restriction that no construction shall be commenced upon any said multi-family residential lot or lots or any said commercial lot or lots until the plans

BOOK 510 PAGE 410

therefore shall first have been submitted to and approved in writing by Declarant.

III

EXTENSION, MODIFICATION, TERMINATION

The conditions and other terms of Section I and/or Section II of this Declaration are and will be subject to the following provisions for extension, modification or termination:

a. Declarant will have the right by an express written permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any lot of any covenant or easement granted to it;

b. Any grantee, assignee thereof, or successor thereto will have the right by an express written termination to terminate any easement granted to said grantee.

IN WITNESS WHEREOF, Declarant has executed this Declaration at Omaha, Douglas County, Nebraska.

E. G. MILLER REALTY CO., INC., TRUSTEE

By _____

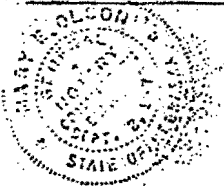
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me a notary public qualified for said county, personally came Bruce N. Miller, _____ of E. G. MILLER REALTY CO., INC., TRUSTEE, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of E. G. MILLER REALTY CO., INC., TRUSTEE.

WITNESS my hand and notarial seal this _____ day of _____, 1972.

Notary Public

My Commission Expires: _____



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UNITED STATES ADVISORY INDEX AND RECORDS IN THE RECORDS OF THE STATE OF NEBRASKA
1922-1972
30 DAY OF MAY
G. HAROLD OSTLER, CLERK OF RECORDS



MISC 2007113802



OCT 05 2007 13:28 P 15

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FE 28000
see below
410MP
DEL SCHL PL

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/05/2007 13:28:37

2007113802

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: _____

Check Number

Return to:
Anne McGargill
CBS Home Real Estate
14250 W. Maple Rd
Omaha NE 68164

BY-LAWS
OF
CANDLEWOOD HOME OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Candlewood Home Owners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located in Omaha, Nebraska, but meetings of Members and directors may be held at such place within the State of Nebraska, County of Douglas, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Candlewood Home Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property located in the Candlewood and Candlewood II subdivisions in Omaha, Nebraska and legally described as follows:

③ Lots 1 through 84, inclusive, Lots 86 through 109 inclusive, Lots 115 through 139 inclusive, Lots 144 through 228 inclusive, Lots 233 through 400 inclusive, in Candlewood Addition, a subdivision in Douglas County, Nebraska, and 59-05650

② Lots 1 and 2, Candlewood Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, commonly known as 12212 Rose Lane and 12205 Charles Street, and 59-05652

① Lot 1 Candlewood Replat III, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and 59-05642

② Lots 1 and 2, Candlewood Addition Replat II, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and 59-05658

⑤ Lots 60 through 71, inclusive, and Lots 73 and 74 and that portion of Lot 78 located within the Northwest Quarter of the Northeast Quarter of Section 18, Township 15 North, Range 12 East of the 6th P.M., all of the preceding Lots being in Candlewood II, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and 59-05651

② Lots 1 and 2 Candlewood II, Replat 2, a subdivision in Douglas County, Nebraska, as surveyed, 59-05654

platted and recorded in Douglas County, Nebraska, commonly known as 1925 North 123rd and 1927 North 123rd Streets and

② Lots 140 and 141 Candlewood N/K/A ^{Lot} 1000 Haddock Place. Addition ① 59-14641

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including Lake Candlewood.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision, survey or map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Douglas County, Nebraska, and any amendments thereto.

Section 7. "Member" shall mean and refer to those persons entitled to Membership as provided in the Declaration.

Section 8. "Private Streets" shall mean and refer to those streets within the Properties not dedicated to the Public Domain.

Section 9. "On-Lake-Lot" shall mean a Lot which immediately abuts Lot 303 known as Candlewood Lake.

Section 10. "Off-Lake-Lot" shall mean a Lot which does not immediately abut Lot 303 known as Candlewood Lake.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws his right of

4

enjoyment to the Common Area and facilities to the Members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment. Members may vote at any meeting of the Association in person or by written proxy duly filed with the Secretary of the Home Owners Association

When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Subject to the provisions of Section 2 of this Article, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property for which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and for the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. The annual assessments shall be determined in accordance with the following limits:

- a) The maximum assessment for the year 2001 shall be \$135 for Off-Lake Lots and \$250 for On-Lake Lots.
- b) The maximum annual assessment for each year thereafter may be increased each year to not more than three percent (3%) above the maximum assessment for the previous year without a vote of the Membership.
- c) The maximum annual assessment for each year thereafter may be increased by more than three percent (3%) over the previous maximum by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. Those expenditure items which are related directly to the maintenance or improvement of Lake Candlewood shall be allocated so that the On-Lake Lot Owners shall pay four times as much on an individual basis per Lot as the Off-Lake Lot Owners shall pay on an individual basis per Lot, and those expenditure items relating to matters other than Lake Candlewood shall be allocated evenly among all Members per Lot, whether Off-Lake Lot Owners or On-Lake Lot Owners, in arriving at the annual assessment amount by the Board of Directors.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Such assent shall be obtained prior to the incurring of any such cost.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the Purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the meeting, the presence of Members or of proxies entitled to cast thirty percent (30%) of all the votes of Membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within Off-Lake Lot Owners and On-Lake Lot Owners, but the assessments may differ between these Lot locations and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments-Due Dates. The annual assessments provided for herein commenced as to all Lots on the first day of the month following the conveyance of the Common Area. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent, shall bear interest from the due date at the rate of fourteen percent (14 %) per annum, and shall cause the entire unpaid portion of said assessment for said year to be deemed delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property through proceedings in any court in Douglas County, Nebraska, having jurisdiction of suits for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any property subject to assessment. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot