

DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUNNYBROOKE

ARTICLE I.

General Purpose of this Declaration

The Real Estate is hereby subjected to the Covenants herein declared to preserve the value of the Real Estate, to ensure the proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate or within Sunnybrooke, to preserve and maintain proper setbacks from streets and adequate free space between structures, to provide for adequate and proper maintenance of the Real Estate, all for the purpose of preserving the values of all lots within Sunnybrooke and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all owners within Sunnybrooke.

ARTICLE II.

Definitions for all Purposes of this Declaration

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Article II:

Section 1. Assessment. "Assessment" means the share of the Common Expenses imposed upon each lot, as determined and levied pursuant to the provisions of Article VII.

Section 2. Association. "Association" means Sunnybrooke Homeowners' Association, Inc. an Indiana not-for profit corporation, formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Declaration.

Section 3. Sunnybrooke. The term "Sunnybrooke" means and includes all portions of the Real Estate and other real property as may be platted and recorded from time to time by Declarant in accordance with the provisions of this Declaration.

Section 4. Committee. "Committee" shall mean the Sunnybrooke Development Control Committee, composed of three (3) associate members appointed by Declarant, who shall be subject to removal by Declarant at any time with or without cause. The Sunnybrooke Homeowners' Association shall appoint from its membership to this committee to fill any vacancies existing from time to time.

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Section 5. Common Areas. "Common Areas" means certain areas (14 acres in total) which are designated by Declarant as Common Areas on the plat or plats of Sunnybrooke, as the same may be recorded from time to time, and which is intended for the benefit of all lots. Common areas may not be developed nor separated from the plat in accordance with the cluster option.

Section 6. Common Expense. "Common Expense" means the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of Common Property, and any other cost or expense incurred by the Association for the benefit of the Common Property; provided, however, that there shall not be included in Common Expenses any costs or expenses incurred in connection with the initial installation or completion of the streets, utility lines and mains, or other improvements constructed by Declarant.

Section 7. Common Property. "Common Property" means all real and personal property, which is in the nature of common or public improvements or areas, and which, is located in, upon, or under the Common Areas, Easements, or Streets within Sunnybrooke. To the extent Common Property is not publicly dedicated, Common Property includes, but is not limited to, all streets, curbs, water mains, fire hydrants, the Drainage System, the Sewage System, street lights and signs upon the Streets, public sidewalks, landscaping, lakes, ponds, parks, and open spaces.

Section 8. Declarant. "Declarant" means Crooked Creek at Geist Development Co., an Indiana corporation, or any other person, firm, corporation or partnership which succeeds to the interest of Crooked Creek at Geist Development Co. as developer of Sunnybrooke.

Section 9. Drainage System. "Drainage System" means storm sewers, subsurface drainage tiles, pipes and structures, and other structures, fixtures, properties, equipment, and facilities located in, upon, or under the Common Areas, Easements, or Streets and designed for the purpose of expediting the drainage of surface and subsurface waters from, over, and across Sunnyside.

Section 10. Easements. "Easements" refer to those areas reserved on the plat or plats of Sunnybrooke, as the same may be recorded from time to time.

Section 11. Lot. "Lot" means any of the separate parcels numbered and identified on the plat or plats of Sunnybrooke, as the same may be recorded from time to time.

Section 12. Mortgagee. The term "Mortgagee" means any holder, insurer, or guarantor of any first mortgage on any Lot.

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Section 13. Owner. "Owner" means any person or persons who acquire, after the date of this declaration, legal and/or equitable title to any Lot; provided, however, that the "Owner" shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto.

Section 14. Sewage System. "Sewage System" means any sanitary sewer lines, lift stations, equipment, or facilities located in, upon or under the Common Areas, Easements, or Streets and designed Lots, as the same are or may be constructed at any time, and any replacement thereof or substitute therefor.

Section 15. Streets. "Streets" means all of the public and private roadways to the respective right-of-way lines thereof, as shown on the plat or plats of Sunnybrooke, as the same may be recorded from time to time, which have been or hereafter are constructed for the purpose of providing common access for Owners, occupants and their guests and invitees, to any or all lots.

ARTICLE III.

Use Restrictions

Section 1. General. Unless otherwise provided in these restrictions or on the recorded plat, no dwellings or above-grade structures shall be constructed or placed on any Lot except as provided herein.

Section 2. Type of Structure. Every lot in Sunnybrooke, unless otherwise designated by Declarant, shall be used exclusively for single family residential purposes.

Section 3. Lot and Dwelling. All Lots shall be not less than five thousand (5,000) square feet in size. All will have two (2), three (3), or four (4) bedrooms, a two car garage and a minimum living area of one thousand two hundred (1,200) square feet.

Section 4. Accessory or Temporary Buildings. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any Lot, with the exception of tents erected for the single overnight use by children.

Section 5. Setback Lines. Front yard side yards and rear yard setback lines shall be located as set forth upon the plats of Sunnybrooke, and as required by zoning.

Section 6. Manner of Use. Each Owner shall use and occupy his respective Lot and all Easements and right-of-way pertaining thereto, in a careful safe and proper manner

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and keep his Lot in a clean and safe condition in accordance with this Declaration, applicable zoning ordinances, all health, fire and police requirements and regulations, state statutes, local ordinances and lawful directions of officials. No owner shall conduct, or permit any person to permit, any unlawful activity in Sunnybrooke.

Section 7. Outside Grounds. In order to preserve the natural quality and aesthetic appearance of the existing geographical areas within Sunnybrooke, any fence, light fixture, basketball goal or similar structure must be approved by the Committee as to size, locations, height and composition before it may be installed. A standard mailbox and post will be adopted for Sunnybrooke and installed by the Declarant. It will be the responsibility of the owner to maintain the appearance of the mailbox and post and replace the mailbox and/or post with like materials at such time as it becomes necessary.

Section 8. Exterior Construction. Each driveway in Sunnybrooke will be of concrete and will not exceed in width the side boundaries of the garage associated therewith. No additional parking will be permitted on a Lot other than the existing driveway. Each dwelling will have a continuous concrete sidewalk from the driveway to the front porch. Any metal windows in Sunnybrooke will be factory painted, no raw aluminum windows will be permitted, and all windows will have an approved thermal break. All gutters and downspouts in Sunnybrooke will be painted with a color material other than gray galvanized. All garage doors within the development will be of a wood, Masonite or metal material made in the appearance of wood panels. All roofing in Sunnybrooke will be of shingle-type material with a weight no less than two hundred twenty (220) pounds and a rating of class A. All vent stacks shall be placed in inconspicuous locations. No two dwelling with the same facade will be placed side by side. No metal (except for copper roofs over box or bay windows), fiberglass or similar type material, awnings or patio covers will be permitted in Sunnybrooke. No above-ground swimming pools will be permitted on any lot in Sunnybrooke.

Section 9. Heating Plants. Every dwelling in Sunnybrooke must contain a heating plant or furnace installed in compliance with required codes.

Section 10. Damaged Structures. No improvement which has partially or totally been destroyed by fire, winds or otherwise shall be allowed to remain in such a state for more than three (3) months from the time of such destruction or damage.

Section 11. Used Materials. All structures constructed or placed on any numbered Lot in Sunnybrooke shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

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Section 12. Maintenance of Lots and Improvements. The Owner of any Lot in Sunnybrooke shall at all times maintain the Lot and any Improvements situated thereon in such a manner as to prevent the Lot or Improvements from becoming unsightly. Owners shall be responsible for the following:

- (a) Mow the Lot at such times as may be reasonably be required in order to prevent the unsightly growth of vegetation and noxious weeds.
- (b) Remove all debris or rubbish.
- (c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (d) Cut down and remove dead trees.
- (e) Keep the exterior of all Improvements in such a state of repair or maintenance as to avoid becoming unsightly.

Section 13. Building on Contiguous Lots Having One Owner. Whenever two or more lots shall be owned by the same person, and such Owner shall desire to use two or more of said lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to use said Lots. If permission for such use shall be granted, the Lots constituting the site for such single dwelling shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots.

ARTICLE IV.

General Restrictions

Section 1. Nuisances. No nuisance shall be permitted to exist or operate upon the Real Estate.

Section 2. Animals. No farm animals, fowls or domestic animals, other than household pets shall be permitted in Sunnybrooke. All such pets must be kept under control by their owners and must not become a nuisance to other residents.

Section 3. Boats, Trucks, etc. No boats, campers, trailers of any kind, recreational vehicles or commercial vehicles of any kind shall be permitted to park on the Real Estate for more than forty-eight (48) hours unless fully enclosed inside a building.

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Section 4. Clothes Drying Area. No outdoor clothes drying area or apparatus shall be allowed.

Section 5. Site Visibility. No fences, walls, hedge, or shrub plantings, which obstructs sight lines, shall be placed or permitted to remain on any corner Lot.

Section 6. Fences. All fences, shall be kept in good repair and erected so as to enclose the property and decorate the same without hindrance, encroachment, or obstruction to any Easement, Street right-of-way line, or adjoining Lot. Prior to erection, the plans for all fences must be approved by the Committee. Chain-link fences will NOT be allowed.

Section 7. Signs. No billboards or advertising signs of any character shall be exhibited in any way on or above the Real Estate or any part thereof or on any improvement thereon without the written approval of the Committee; provided, however, any Owner may place one sign of not more than six (6) square feet advertising the Lot and Improvements thereon, for sale or rent.

Section 8. Oil and Gas Tanks; Air Conditioners. All oil tanks and bottled gas tanks must be underground. No above or below storage of gasoline will be allowed. Outside stationary air conditioning units should be walled-in, screened or appropriately landscaped. Appropriate screening shall be determined by the Committee.

Section 9. Easements for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including, but not limited to police, fire, ambulance and other emergency vehicles, trash and garbage collection, post office vehicles, and privately owned delivery vehicles shall have the right to enter upon the Real Estate and any Lot therein in performance of their duties.

Section 10. Utility Easements. Declarant hereby reserves unto itself, its successors and assigns for purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of Sunnybrooke, full facilities, sanitary sewer and water lines, gas and electric lines, communication lines (which shall include cable TV), and such other further public service facilities as Declarant may deem necessary. Provided, however, the disturbed area shall be restored as nearly as is possible to the condition in which it was found. No permanent structures shall be constructed within an easement area.

Section 11. Landscape Easements. The Landscape Easements, if any, are for the construction, maintenance and improvement of landscaping and earth mounding on certain Lots. Such easements shall be in favor of the Sunnybrooke Homeowners' Association for improvements and maintenance.

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Section 12. Utility Lines. All electrical service, telephone and other utility lines shall be placed underground, except where required to be placed above ground by the individual utility supplier or when approved by the Committee. No utility services shall be installed under finished streets except by jacking, drilling, or boring unless specifically approved by the Committee.

Section 13. Lot Access. All Lots shall be accessed from the interior streets of this subdivision. No direct access to any Lot is permitted from Sunnyside Road.

Section 14. Obstruction of Common Property. No Owner shall unreasonably interfere with, damage, or obstruct the use or maintenance of any Common Property.

Section 15. Outdoor Lighting. All outdoor lighting on any Lot shall be subject to the approval of the Committee and all applications for such approval shall be in writing.

Section 16. Construction Easements. An easement, not to exceed five (5) feet from the perimeter of any Lot upon which a building is being constructed, is hereby reserved by Declarant and granted to each builder who is constructing a home upon such Lot, for the sole purpose of entering upon such adjacent Lot if and to the extent necessary to perform such construction.

Section 17. Garbage, Trash and Other Refuse. No Owner of a Lot in Sunnybrooke shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his Lot except as may be permitted in Section 18 below. All dwellings built in the Development shall be equipped with a garbage disposal unit.

Section 18. Trash Receptacles. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within Sunnybrooke at any time, except at the times when refuse collections are being made.

Section 19. Model Homes. No Owner of any Lot in Sunnybrooke other than Declarant shall build, or permit the building upon said Lot any dwelling that is to be used as a model home or exhibit house.

Section 20. Ditches and Swales. It shall be the duty of every Owner of every Lot in Sunnybrooke on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair.

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Section 21. Wells and Septic Tanks. No water wells shall be drilled on any of the Lots in Sunnybrooke without the approval of the Committee. No septic tanks or finger systems shall be installed on any of the Lots.

Section 22. Antennas, Poles, Heat Panels, Etc. No outside antennas, satellite dishes, poles (except for flag poles approved by the Committee), masts, towers, heat panels or other similar structures shall be allowed on any Lot.

ARTICLE V.

Development Control Committee

Section 1. Powers of Committee.

(a) In General. No dwelling or improvement of any type or kind shall be repainted, constructed or placed on any Lot in Sunnybrooke, and no existing trees shall be removed, without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each property and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of one inch (1") equals ten feet (10'), or to such other scale as the Committee may permit. There shall also be submitted, where applicable, the permits or plat plans which shall be prepared by either a registered land surveyor, engineer or architect. Plat plans submitted for Improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.

(b) Power of Disapproval. The Committee may refuse to grant permission to remove trees repaint, construct, place or make the required improvement, when:

- (1) the plans, specifications, drawings, or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;
- (2) the design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures;

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(3) the proposed improvement, or any part thereof, or proposed tree removal, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of other Owners.

Section 2. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval it shall specify the reason or reasons for such disapproval.

Section 3. Liability of Committee. Neither the Committee nor any agent thereof, nor Declarant, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Section 4. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

ARTICLE VI.

Property Rights

Section 1. Rights to Common Property. Title to all Common Property shall be held by the Association and each owner shall have, as non-exclusive, reciprocal easements appurtenant to his Lot; a right of access to his Lot over all streets; the right of access to and use of the drainage system, the sewage system, and all utility lines and mains abutting or adjacent to his Lot; the right to the use of all Common Areas for their intended purposes; provided, however, that no Owner's use of any Common Property shall materially interfere with any other Owner's use thereof.

Section 2. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas 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 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;

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(b) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Areas and facilities of the Association to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Limited Common Area. There is hereby reserved by the Declarant for the benefit of the Owner of any Lot, a limited common area for the purpose of entering and encroaching upon and adjoining Lot as designated on the plat hereof. Said limited common area is reserved for the limited purpose of performing maintenance and repair work on the dwelling benefited by such easement, and for the encroachment, if any, of the roofs, gutters, overhangs or other improvements resulting from the original construction of the adjacent dwelling. The owner of any house built within three (3) feet of a side-yard property line, shall have an express right of access and use for the limited purposes described above, in the limited common area as measured from the side-yard property line. Said easement area shall be five (5) feet in width as measured from said side-yard property line and as designated on the plat hereof. Any persons entering upon an adjacent Lot under the rights granted hereunder shall be responsible for repair of any damage resulting from the use of such area.

ARTICLE VII.

Covenants for Maintenance Assessments

Section 1. Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within Sunnybrooke and promoting the health, safety, and welfare of the Owners, users, and occupants of Sunnybrooke and, in particular, for the improvement, repairing, operating, and maintenance of the Common Property, including, but not limited to, the payment of taxes and insurance thereon and for the cost of labor, equipment, material, and management furnished with respect to the Common Property; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Common Property which is or hereafter may be dedicated to the public. Each Owner hereby covenants and agrees to pay to the Association:

(a) A Pro-rata Share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time, as hereinafter provided.

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(b) A Pro-rata Share (as hereinafter defined) of special Assessments fixed, established, and determined from time to time, as hereinafter provided.

Section 2. Liability for Assessment. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien and from and after the due date thereof in favor of Association upon each Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments at to the payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any owner from the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

Section 3. Pro-rate Share. The Pro-rate Share of each Owner for purpose of this Article VII shall be the percentage obtained by dividing one by the total number of Lots shown on the plat or plats of Sunnybrooke ("Pro-rata Share").

Section 4. Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be delivered to each Owner prior to the beginning of each fiscal year of the Association.

Section 5. Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessment levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board of Directors of the Association may, at any time, and from time to time levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board of Directors of the Association shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the Annual Assessments.

Section 6. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual Assessments of

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each Lot in each section of Sunnybrooke shall commence on the first day of the second month following the month in which the Declarant first conveys ownership of any Lot in such section to an Owner. The first annual Assessment within each section of Sunnybrooke shall be made for the balance of the Association's fiscal year in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The annual Assessment for each year after the first assessment year shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize payment of such Assessments in installments.

Section 7. Duties of the Association.

(a) The Board of Directors of the Association shall keep proper books and records of the levy and collection of each annual and special Assessment, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying of each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

(b) The Association shall promptly furnish to any Owner or Mortgagee upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which the Assessments have been levied and paid with respect to such requesting Owner's or Mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(c) The Association shall notify any Mortgagee from which it has received a request for notice of any default in the performance by any owner of any obligation under the By-laws or his Declaration which is not cured within sixty (60) days.

Section 8. Non-payment of Assessments; Remedies of Association.

(a) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of

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such Owner in such Lot; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(b) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at an annual rate which is two times the rate in effect for ninety-day U.S. Treasury Bills at the time such Assessment is due, but in no event greater than the maximum rate allowable under any applicable usury laws, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgement is obtained, such judgement shall include such interest, costs, and attorneys' fees.

Section 9. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceeded the amount budgeted and assessed for the Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association Common Expenses for that fiscal year, a Pro-rate Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s).