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O.R. 5286 PAGE 675

DECLARATION OF COVENANTS AND RESTRICTIONS

CLERK OF THE COUNTY COURT
MIAMI, FLORIDA

FOR

Aug 5 4 03 PM '86

WOODFIELD

THIS DECLARATION is made this 27th day of July, 1986 by AMERIFIRST DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called "Developer".

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40		113.00
TOTAL		113.00 CH

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create a residential community on such property with open spaces and other common properties for the benefit of such community, to be known as "Woodfield"; and,

WHEREAS, Developer desires to provide for the preservation of the values and amenities in Woodfield and for the maintenance of its common properties; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in Woodfield, to delegate and assign to a newly formed nonprofit corporation the powers of maintaining and administering the community properties and administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated or will incorporate under the laws of the State of Florida, as a nonprofit corporation, Woodfield Homeowners Association, Inc., for the purposes of exercising the functions stated above, which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions to such real property as may be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

01 Cash	11 Chg
40 Res	<u>113.00</u>
41 DS	_____
43 Int	_____
Total	<u>113.00</u>

This instrument prepared by:
EW CHARLES E. WOODS, Attorney
 Blackwell, Walker, Faspell
 & Hoehl
 RETURN TO:
 2400 Amerifirst Building
 One southeast Third Avenue
 Miami, Florida 33131

ARTICLE I

DEFINITIONS

Section 1. The following words shall have the following meanings:

(a) "Articles" means the Articles of Incorporation of the Association.

(b) "Assessment" means any Periodic Assessment, Special Assessment or other charge as described in Section 2 of Article V.

(c) "Assessment Period" shall mean a calendar quarter commencing the first day of January, April, July and October, respectively, of each year, unless otherwise provided by the Board of Directors.

(d) "Association" shall mean and refer to Woodfield Homeowners Association, Inc., whose purpose is to administer the Properties in accordance with the provisions of the Land Use Documents.

(e) "Board" means the Board of Directors of the Association.

(f) "By-laws" means the By-laws of the Association.

(g) "Common Properties" shall mean and refer to those areas of land shown on each Plat of the Properties and intended to be devoted to the common use and enjoyment of the owners of the Properties, in accordance with the terms of this Declaration. Common Properties shall include Parcels A through W (all shown on the Plat of Lakeshore Village at Woodfield), preservation areas, the entryway, the irrigation system, and the lakes as well as any additional parcels of land on each Plat as the Developer may from time to time designate as Common Properties or as is presently dedicated on each Plat for purposes other than for fee simple ownership by the Owner(s) of a Lot.

(h) "Developer" means AmeriFirst Development Corporation, a Florida corporation, and its successors and assigns. Any rights specifically reserved to AmeriFirst Development Corporation in any instrument of conveyance shall not inure to the benefit of its successors or assigns unless such rights are assigned by AmeriFirst Development Corporation in a recorded instrument to such successor or assignee and such successor or assignee accepts the obligations of Developer. The Developer may assign or pledge any or all of its rights reserved under the Land Use Documents upon a specific designation to such assignee in an

instrument of conveyance or assignment. Reference to AmeriFirst Development Corporation as the Developer is not intended, and shall not be construed, to impose upon AmeriFirst Development Corporation any obligation or liability for the acts or omissions of third parties who purchase Lots within Woodfield from AmeriFirst Development Corporation and develop and resell such Lots.

(i) "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed on the Properties, including single family detached houses, patio homes, duplex townhomes and condominiums.

(j) "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association in writing of its interest in the Lot.

(k) "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender, or any combination of the foregoing entities.

(l) "Land Use Documents" shall mean this Declaration, the Articles, By-laws, and the Rules, if any.

(m) "Lot" shall mean and refer to each portion of land shown upon each Plat which has been designated by the Developer to contain a Dwelling Unit.

(n) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

(o) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(p) "Plat" means each plat of the Entire Property to be recorded in the public records of Pinellas County, Florida.

(q) "Properties" shall mean and refer to the property described in Section 1 of Article II of this Declaration.

(r) "Rules" means any and all rules and regulations of the Association promulgated by the Board pursuant to its powers under any Land Use Document.

(s) "Single Family" shall mean and refer to either a single person occupying a dwelling and maintaining a household, including not more than one authorized tenant; or two (2) or more persons related by blood, marriage, or adoption occupying a dwelling and living together and maintaining a common household, including not more than one authorized tenant; or not more than four (4) unrelated persons occupying a dwelling as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

(t) "Turnover" shall mean that date following conversion of Class "B" votes to Class "A" votes upon which the Developer conducts a Special Meeting of the Membership for the purpose of electing officers and directors, as set forth in Article III of this Declaration.

(u) "Unimproved Lot" shall mean and refer to a Lot owned by the Developer for which a certificate of occupancy or completion for a dwelling has not been issued by the appropriate governmental authority.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which initially is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pinellas County, Florida, and is more particularly described as Lakeshore Village at Woodfield, according to the Plat thereof recorded in Plat Book 94 at Page 5 of the Public Records of Pinellas County, Florida, including Lots 1 through 165 and the Common Properties.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations (which shall not require the consent of Owners or the Association or any mortgagee) and thereby add to the Properties.

(b) Additions by Approval of Members. Without restriction upon the Developer to add to the Properties in the

manner provided in the foregoing Paragraph (a), upon approval in writing of the Association pursuant to a vote of its Members as provided in the Articles, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Section 3. Entire Property. It is intended by the Developer that the property described in Exhibit A hereto ("Entire Property"), which includes the Properties, be subject to this Declaration, by annexing individual parcels of such Entire Property into this Declaration pursuant to Section 2 above, at time of platting or as Developer deems such parcel ready for building. Developer shall have the right not to subject any or all parcels of land within the Entire Property to this Declaration.

Section 4. Site Plan Changes. Developer reserves the right to make such changes and/or modifications to any plat or site plan as are required by appropriate governmental authorities or at Developer's sole discretion with the approval of the appropriate governmental authorities.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; TURNOVER

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a Member.

Section 2. - Voting Rights: The Association shall have two classes of voting membership:

(a) Class "A" - Class "A" Members shall be all those Members as defined in Section 1 of this Article III with the exception of the Developer. A Class "A" Member may be an individual or an entity (such as a corporation, partnership, etc.). Where more than one individual or entity owns the fee or undivided fee interest in a Lot, all such individuals and entities shall each be Class "A" Members (whether or not the Lot is improved, partially improved, or otherwise). Each Lot is entitled to vote on all matters submitted to a vote of the Membership of the Association. Such vote shall be exercised by the Class "A" Member for such Lot provided however, that where there is more than one Class "A" Member for any particular Lot,

the vote for that Lot shall be exercised by the various Class "A" Members as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. The By-Laws may establish procedures for voting when the title to a Lot is held in the name of a partnership, a corporation, or more than one person or entity. A builder which owns the fee interest in a Lot shall be a Class "A" Member for such Lot, even if such builder intends to resell such Lot to an owner/occupant at a later date.

(b) Class "B"

(i) The Class "B" Member shall be the Developer. The Class "B" Member shall be entitled to three votes for each Lot in which it holds the interest required for Membership by Section 1 of this Article III, provided that the Class "B" Membership shall cease and become converted to Class "A" Membership on the happening of the earlier of the following events:

(A) when the total votes outstanding in the Class "A" Membership equal the total votes outstanding in the Class "B" Membership; or

(B) on January 1, 1992; or

(C) at any earlier time that the Developer, in its sole discretion, voluntarily converts its Class "B" Membership to Class "A" Membership.

(ii) From and after the happening of the earlier of these events, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one vote for each Lot in which it holds the interest required for Membership under Section 1 of this Article III.

(iii) Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member and may be removed only by action of the Class B Member, and may be removed from office and a successor Director appointed at any time by the Class B Member.

Section 2. Turnover. Within ninety (90) days after the Developer no longer has the right to elect or appoint a majority of the Board, the Members shall assume control of the Association and the Association shall conduct a Special Meeting of the Membership (the "Turnover Meeting") for the purpose of electing the Board of Directors. However, as long as the Developer is the Owner of one Lot, the Developer shall be entitled to appoint one Member to the Board of Directors.

Section 3. Developer Rights in the Association. The Developer shall be entitled to appoint one (1) member of the Board of Directors of the Association for as long as the Developer is the owner of any of the Properties which it offers for sale in the ordinary course of its business. While the Developer is entitled to representation on the Board, whether the Developer exercises that right to appointment or not, the Board shall have no authority to, and shall not, without Developer's consent, undertake any action which shall:

(a) prohibit or restrict in any manner the sales and marketing program of the Developer;

(b) decrease the level of maintenance services of the Association performed by the initial Board of Directors as specified in the initial budget of the Association;

(c) make any special or individual assessment against or impose any fine upon the Developer's property within Woodfield or the Developer;

(d) alter or amend the Declaration, any subsequent amendment thereto, the Articles or Bylaws of the Association;

(e) terminate or waive any rights of the Association under this Declaration;

(f) terminate or cancel any easements granted hereunder or by the Association;

(g) terminate or impair in any fashion any easements, powers or rights of the Developer hereunder; or

(h) restrict the Developer's right of use, access and enjoyment of any of the Properties, unless the Developer consents to the action. The Developer's consent shall be exercised by its appointee on the Board or other person designated to so act by the Developer.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, the use restrictions contained in Article IX, and the additional provisions of this Declaration, every Member, his agents, licensees and invitees, shall have a permanent and perpetual easement for the use and enjoyment of the Common Properties and each easement shall be appurtenant to and shall pass with a title to every

Lot. Such easements of enjoyment shall include but not be limited to the Member's right of ingress and egress over the streets, roadways and walkways on the Common Properties for purposes of access to the Member's Lot, which right of ingress or egress shall not be subject to any fees or charges.

Section 2. Title to Common Properties.

(a) The Developer shall convey (and the Association shall accept such conveyance) the Common Properties to the Association prior to the conveyance of a Lot to an owner for occupancy of a dwelling unit constructed on the Lot, free and clear of all liens and encumbrances, except this Declaration, covenants and restrictions of record at the time of the conveyance of the Common Properties to the Association, the Plat, real and personal property taxes for the year in which the conveyance takes place, and any easements created or allowed by the terms of this Declaration.

(b) Even though legal title to the Common Properties will be in the name of the Association, rights to use the Common Properties can not be conveyed without conveyance of the Lots and the Common Properties can not be conveyed by the Association except as provided herein or in the Articles.

Section 3. Limitation of Members' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

(a) the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any Member for a period during which any assessment remains unpaid, or for a period not to exceed sixty (60) days for any violation of this Declaration, the Association's Articles, By-laws or published rules, if any, and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, shall be effective unless an instrument signed by the appropriate officers of the Association certifying that a Special or Regular Meeting of Members called for such purpose, of which thirty (30) days' prior written notice was sent to each Member, that the vote of two-thirds (2/3) of the Members present, either in person or by proxy, was obtained, agreeing to such dedication or transfer;

(c) the right of the Association to grant exclusive easements and rights-of-way over certain parts of the Common Properties to Members of the Association when the Association deems it necessary;

(d) the right of the Developer, without approval of the Association, or the Membership, to dedicate easements and rights-of-way over the Common Properties in accordance with the terms of this Declaration;

(e) the right of the Association to adopt and enforce at any time rules and regulations governing the use of the Common Properties;

(f) the right of the Association to grant to governmental agencies the right to install and maintain water, sewer, drainage and irrigation facilities within the Common Properties;

(g) the right of the Developer, its successors and assigns, to permit persons other than Members and designated persons to use certain portions of the Properties may from time to time desire without interference from the Association. The right to the use and enjoyment of the Common Properties and facilities thereon shall extend to each permitted user's immediate family who reside with the user, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations; and

(h) the easements described in Sections 4, 5 and 6 of this Article IV.

Section 4. Utility and Irrigation Easements. There is reserved unto the Developer so long as it owns a Lot the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, security system services, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common Properties and the Properties in addition to those easements already reserved.

Section 5. Easement for Governmental, Health, Sanitation and Emergency Services. A nonexclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Properties.

Section 6. Developer's Construction Activities. In addition to the property rights granted in this Declaration to the Developer, as an Owner or otherwise, the Developer is extended the right to enter upon the Properties at any time and in any way reasonably necessary to allow the Developer to construct or sell, or promote, in this subdivision or to carry out any responsibility of the Developer to Owners in this subdivision.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Periodic Assessments or Charges; (2) Special Assessments for capital improvements; and other expenditures by the Association hereinafter provided. The Periodic and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose and Basis of Assessments.

(a) The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties and services devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Lots, including but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Date of Commencement of Periodic Assessments; Due Dates; Assessment Period. Periodic Assessments shall commence as to each Lot on a date fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment. The total annual assessment shall be payable in one payment or in monthly or quarterly installments, as determined by the Board. All payments shall be scheduled to be paid in advance (as opposed to in arrears).

Section 4. Basis and Maximum Amount of Periodic Assessments.

(a) "Periodic Assessments" shall mean all assessments for the purposes described in Section 2 of this Article V except for Special Assessments described in Section 5 of this Article V. Until the Turnover Meeting, the Periodic Assessments and Special Assessments for all Class "A" Members shall be established by the Developer. As used herein, the term "annual assessment" shall refer to the annualized amount of the Periodic Assessments whether paid yearly, quarterly, monthly or otherwise.

(b) Until January 1 of the year immediately following the conveyance of the first Lot or Dwelling Unit to an Owner, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240.00) per Lot, plus any amounts that may be assessed under Section 5 of this Article.

(i) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year without a vote of the Membership by a sum not more than ten percent (10%) above the sum of: (1) the maximum assessment for the previous year, adjusted to reflect price increases based on the Consumer Price Index for all Urban Consumers, All Cities - All Items (1967 = 100), plus (2) increases mandated by governmental agencies and/or increased costs incurred to obtain services from utility entities and insurance and reserves.

(ii) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the provisions as described in Section 4(b)(i) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board which occurs after the Turnover Meeting, provided that written notice containing a copy of the newly adopted budget outlining the assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change. For each twelve-month period thereafter commencing on the first day of January (hereinafter called an "Assessment Year"), the Periodic Assessments may be adjusted by vote of the Board at a duly held meeting after giving proper notice as described above.

Section 5. - Special Assessments:

(a) The Board 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 cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the members of each class of members voting in person or by proxy at a meeting duly called for that purpose. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment.

(b) Funds in excess of \$5,000.00 in any one case which are necessary for the addition of capital improvements

(as distinguished from repairs and maintenance) relating to the Common Properties under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as Special Assessments only upon approval of a majority of the Board of Directors of the Association or upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a duly constituted meeting of the Association.

(c) (i) The Board shall have the power to levy a Special Assessment directly against a single Lot (i.e., its Owner or Owners) or group of particular Lots (i.e., their Owner or Owners) where the Association has borne the cost of performing an action which should have been performed by such Owner or Owners but which action was not performed after prior written notice (thirty days) was given by the Association to such Owner or Owners, as provided in this Declaration. Such Special Assessment shall, if not paid promptly by such Owner or Owners, become a lien against the relevant Lot or Lots, in accordance with Section 8 below.

(ii) For purposes of Section 8, the date when such Special Assessment is due is the thirtieth day after the date of the written notice, unless prior to such thirtieth day such Owner or Owners demand, in writing, a hearing on such Special Assessment. The notice from the Association to such Owner or Owners must state, in bold print, that the Owner or Owners to whom the notice is addressed has the right to demand a hearing therefor, if such demand is submitted in writing to the Association within the said thirty day period.

(iii) If a hearing is demanded, a hearing before a quorum of the Board shall be granted, and the Board shall hear any and all evidence which the Owner or Owners wish to present. The Owner or Owners may be represented by counsel, if desired by such Owner or Owners (at his or their own expense). The hearing must be conducted in open session during reasonable hours, after prior (at least ten days) notice posted in conspicuous places within and around Woodfield.

(iv) The Board shall, after hearing the evidence, make a decision within ten days of the date when all evidence has been presented. The decision of the Board shall be final, and shall be appealable by the affected Owner or Owners to a state court of competent jurisdiction.

Section 6. - Uniform Rate of Assessment.

(a) All Periodic and Special Assessments shall be at a uniform rate for each Lot. However, until such time as the Class "B" membership converts to Class "A" membership, the maintenance costs for the unsold Lots chargeable to the Developer

will be determined as follows: The total amounts charged for common expenses to Lot Owners other than the Developer will be deducted from the total common expenses as incurred by the Association and the difference will be paid by the Developer as its contribution to cover the common expenses for the unsold Lots. The Association shall have a lien upon all unsold Lots until such difference is paid; such lien is to be enforceable in accordance with this Article. After the Class B membership converts to Class A membership, the Developer will pay the same assessment for common expenses on each of said Lots as every other owner. Nothing in this Section 6 shall be construed to require a Lot Owner other than the Developer to pay more than the maximum annual assessment in Section 4 above except in accordance with that section. Nor shall this Section 6 be construed to require a Lot Owner other than the Developer to pay more than his proportionate share (based on the total number of Lots under this Declaration) of the estimated operating budget for the year in question, which budget shall be determined as if all Lots which have been brought under the scope of this Declaration were occupied and the Association were in full operation.

Section 7. Duties of the Board of Directors.

(a) The Board of Directors of the Association shall prepare budgets and a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment for each Assessment Year shall be sent to every Owner subject thereto at least thirty (30) days prior to the commencement of the Assessment Year.

(b) The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association; Late Fees.

(a) If any assessment against a Lot is not paid on the date when due as established pursuant to Section 3, then such assessment shall be delinquent and shall, together with such interest thereon and cost of collection thereof, on such date be a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to such assessment shall remain his personal obligation for the statutory period of limitations.

(b) Prior to the voluntary sale of any Lot the Owner may request from the proper officers of the Association a certificate, in recordable form, as to whether the Owner has paid all assessments to date. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

(c) If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate equal to six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding assessments and/or bring an action to foreclose the lien against the Lot; and there shall be added to the amount of such assessment all costs of collection, including, but not limited to, the cost of any and all attorneys fees incident to collection whether or not suit is brought including attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the assessments and a reasonable attorneys' fee to be fixed by the Court together with costs incident to the action.

Section 9. Subordination of the Lien to Mortgages.

(a) The lien of the assessments against any Lot shall be subordinate to the lien of any First Mortgagee now or hereafter placed upon the Lot. If a First Mortgagee of record, or other purchaser, obtains title to such property as a result of foreclosure of the lien of such First Mortgagee or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association chargeable to the former Owner of such Lot which became due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such assessments are secured by a Claim of Lien for assessments that is recorded prior to the recording of such mortgage.

(b) Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment. Any such subsequent assessment shall be subordinate to the lien of a First Mortgage placed upon the Lot prior to the time of the recording of such subsequent assessment lien.

Section 10. Exempt Property. There shall be exempted from the assessments, charges and liens created herein (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to public use, (b) any Unimproved Lot retained by the Developer after the Turnover Meeting described in Section 3 of Article III.