

shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

The order of priority of liens hereunder shall be: tax liens, first mortgage liens, liens for Association Assessments, and liens for other Neighborhood Association assessments. Any unpaid Assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section 9.7 shall be deemed to be an Assessment divided among, payable by Owners of, and a lien against, all Parcels as provided in Section 9.1 above, including the Parcel as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for Assessment under this Article shall be superior to liens for assessments of the Neighborhood Associations which may be referred to in Neighborhood covenants recorded with respect to certain Parcels. In the event only a portion of the Assessments of the Association and a Neighborhood Association are collected, the amount collected shall be applied first to Assessments of the Association, and the balance, if any, shall then be paid to such Neighborhood Association.

9.8 Collection of Assessments. The Association shall collect all Assessments payable by the Owners pursuant to this Article. Each Owner will remit the Assessments to the Association pursuant to any procedure established by the Association or its Manager. The Association may delegate any duties delegated to it pursuant hereto ~~to the Neighborhood Associations~~, to Management, or to another collecting entity. All references herein to collection (but not necessarily enforcement) by the Association shall be deemed to refer to the entity performing such collection duties and the obligations of Owners to pay Assessments shall be satisfied by making such payments to the applicable collecting entity.

9.9 Assessment for Working Capital Fund. “Capital Contributions” will be collected by the Association from each Parcel purchaser, at the time of conveyance, in such amount as is established by the Board from time to time by written resolution adopted at a Board meeting, provided, however that the Board may not increase the amount of the Capital Contribution more than once in any 12-month period. Each Parcel’s share of the Capital Contribution shall be collected and transferred to the Association at the time of closing of the sale of each Parcel. The purpose of this fund is to assure that the Board will have cash available to meet any legitimate Association expense, or to acquire additional equipment, property, or services deemed necessary or desirable by the Board. Capital Contributions paid at closing are not to be considered advance payment of any Base Assessments, Special Assessments or User Assessments under this Article 9 and are not refundable or transferable but are considered an Assessment for purposes of collection and are secured by the Association’s lien for Assessments. For purposes of this Article, the term “conveyance” shall mean the transfer of record legal title to a Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the Capital Contribution: (a) between and among co-Owners of the same Parcel being transferred; (b) to the Owner’s estate, surviving spouse or other heirs, resulting from the death of an Owner; (c) to a trustee or the Owner’s current spouse, solely for bona fide estate planning or tax reasons; (d) to a mortgagee, the Association, or a Neighborhood Association, pursuant to a final judgment of foreclosure or deed in lieu of foreclosure; and (e) to an Owner who owned and occupied a Parcel in Herons Glen within the ninety (90) days prior to the date of the subject conveyance, which Owner previously paid a Capital Contribution upon acquiring such prior Parcel within the Community. It is the responsibility of

of scale and (3) establishing the framework of the mechanism through which the foregoing may be accomplished.

13.2 Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the declarations of covenants for the Neighborhood Associations; provided, however, that in the event of conflict between or among any such covenants, restrictions and provisions, or any Articles of Incorporation, Bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Neighborhood Associations shall be subject and subordinate to this Declaration. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Association, and the Neighborhood Associations (as provided in Article 9 hereof).

13.3 Architectural Review, Maintenance and Use Restrictions. The Association (through the ARC) shall exercise the sole architectural control/development review functions reserved in the Governing Documents. Accordingly, the ARC shall carry out the functions provided for in Article 10 hereof, even though a Neighborhood Association does likewise within its jurisdiction, under its own association documents. In such case (i) any submission to the ARC shall include a copy of the approval of the subject matter issued by the applicable Neighborhood Association (so that the ARC will not consider any submission prior to its approval by all lower associations which have a right of such approval) and (ii) a disapproval of the ARC shall supersede and control over an approval of a Neighborhood Association.

The Association and Neighborhood Associations shall have the power to enforce their own respective use restrictions, provided that in the event of conflict, the more stringent restrictions shall control, and provided further that if a Neighborhood Association fails to enforce its respective restrictions, the Association shall have the absolute right to do so and to allocate the cost thereof to the applicable Neighborhood Association.

~~Collection of Assessments. The Association shall have the right to collect all Assessments made pursuant to this Declaration, or may delegate same, in accordance with the procedures set forth in Article 9 herein.~~

13.4 Delegation of Other Duties. If requested by a Neighborhood Association, the Association shall have the right, but not the obligation, to delegate to a Neighborhood Association(s) on an exclusive or non-exclusive basis, such additional duties not specifically described in this Article as the Association shall deem appropriate. Such delegation shall be made by written notice to the Neighborhood Association, which shall be effective no earlier than thirty (30) days from the date it is given. ~~Any delegation made pursuant hereto may be modified or revoked by the Association at any time.~~

13.5 Acceptance of Delegated Duties. Whenever the Association delegates any duty to a Neighborhood Association pursuant to Section 13.4 above, the Neighborhood Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Association for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court cost, through all appellate levels) arising from or connected with the Neighborhood Association's performance, nonperformance or negligent performance thereof.

~~**13.7 Expense Allocations.** The Association may, by written notice given to the affected Association at least thirty (30) days prior to the end of the Neighborhood Association's fiscal year, allocate and assess to the Neighborhood Association a share of the expenses incurred by the Association which are reasonably allocable to the Neighborhood Association or the property (Neighborhood Properties) under its jurisdiction, whereupon such expense shall thereafter be deemed common expenses payable by Assessments of the Neighborhood Unit Owners of such Neighborhood Association, through the Neighborhood Association, as provided in Article 9, Section 9.1 and 9.3 of this Declaration. By way of example only, the Association could so allocate the share of the costs of maintaining security or patrol services or street lighting and other facilities for Herons Glen attributable to a Neighborhood Association or the Neighborhood Property within its jurisdiction (based, for instance, on the number of lots of linear feet of roadways adjacent to the applicable property), whereupon such allocated share would become a common expense of the members of the Neighborhood Association and a sum payable by the Neighborhood Association.~~

~~**13.7.1** In the event of the failure of a Neighborhood Association to budget or assess its members for, or to pay, expenses allocated to it by the Association, the Association shall be entitled to pursue all available remedies afforded same under this Declaration and the declarations of covenants for the Neighborhood Associations, withhold such Assessments from amounts collected on behalf of the Neighborhood Association (a lien on such amounts being hereby granted the Association for such purpose), or specially assess all Neighborhood Unit Owners belonging to the Neighborhood Association for the sums due. The exercise of one of the foregoing remedies shall not be deemed a waiver of the right to exercise any other.~~

~~**13.7.2** The Association has the right, but not the obligation, to allocate expenses in the foregoing manner for community wide patrol services; landscaping, signage and entry features along or within public road right of way; and Assessment collection cost.~~

Any action taken by the Association or the ARC pursuant to this Article shall not alter, waive or impair the Association's or ARC's right to compel a Neighborhood Association to take any action required of it hereunder, under its own declaration or pursuant to a delegation made pursuant to this Article, the Association shall have the additional, non-exclusive remedy of imposing a reasonable fine on such Neighborhood Association if such failure continues for more than fifteen (15) days after notice is given by the Association.

ARTICLE 14 LEASING

14.1 Generally. The lease of a Parcel (which, as used in this Article, shall be deemed to include the Dwelling Parcel located thereon) is defined as occupancy of the Parcel by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value), and shall specifically include, but not be limited to, arrangements such as those facilitated by Airbnb, FlipKey, VRBO, and HomeAway regardless of whether the arrangements are classified as something other than a lease. Any Resident occupying a Parcel in the absence of the Owner, regardless of whether consideration is involved, shall be considered a Tenant and subject to the provisions of this Article as if the Parcel were being leased by the Resident. Notwithstanding the foregoing or the following, the provisions of this Article shall not