

and excepted from this paragraph, and shall be used as a common recreational area, subject to such rules and regulations as may be promulgated from time to time by the Association.

4. Fiddletown Park Property Owners Association. Every person, including Declarant, who acquires title, legal or equitable, to any part or parcel of the real property covered by this Declaration, shall become a member of the Fiddletown Park Property Owners Association, an unincorporated non-profit Association (herein referred to as "Association").

The general purpose of the Association is to further and promote the community welfare of property owners. To assure the opportunity to all owners to acquire full knowledge of the Association's activities, each such owner shall be notified not less than seven (7) days, nor more than sixty (60) days prior to any meeting of Association members. Said notice shall specify a reasonable place, date and hour, and in the case of a special meeting, the general nature of the business to be conducted. A member may attend a meeting of the Association in person, or may be represented there by an agent holding the proxy of the owner, or an absent owner not represented may ratify all or any part of the action of other members present at any meeting.

The Association shall be responsible for the maintenance, repair and upkeep of private roads and the open recreation area within the property covered by this Declaration.

The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such roads and such open recreation area.

For the purpose of proportionately dividing the Association's expenses incurred in the maintenance of its properties and in furthering and promoting its purposes, the Association shall have the power to levy against each part or parcel of property covered by this Declaration charges of not more than Three Dollars (\$3.00) for each full acre contained in each parcel for each year, or a charge of Twenty-Five Dollars (\$25.00) for each parcel each year, regardless of the size of the parcel. To illustrate this provision, the parcel containing fifteen acres would pay a maximum charge of Forty-Five Dollars (\$45.00) to the Association, and a parcel containing five acres would pay a maximum charge of Twenty-Five Dollars (\$25.00) to the Association.

Every such charge shall be paid by the member to the Association on or before the date established by its Property Owners Committee, hereinafter called the "Committee", pursuant to the resolution adopted by such Committee fixing the amount of the annual charge. Written notice of the charge so fixed and the date of payment shall be sent to each member. Unless the Committee by resolution determines otherwise, the charge shall be payable on or before the first day of May of each calendar year. A bill shall be sent to each owner not less than thirty days before payment is due. In the event that payment is made late by ten (10) days or more, then Five Dollars (\$5.00) shall be added thereto as an additional fee to cover expenses of collection. In the event that sixty days or more have elapsed from the date that said payment is due, then the Association shall be empowered to record a Notice of Lien against the property for which payment has not been made; a copy of the Recorded Notice of Lien shall be sent by certified mail to the owner of said property; the Association shall record a Release and Satisfaction of Lien upon receipt of the full amount of any charge due, including a late payment fee and interest on the charge due computed at the legal rate, plus reasonable attorneys fees and expenses of recording the Notice of Lien and Release and Satisfaction thereof.