

- (10) Assessments and Fees as Lien. Any and all Assessments and fees established by this Article 6 and other charges imposed by the Association shall be a lien against each Owner's Lot unless such assessments and fees are paid when due.

Section 6.3. Exemptions from Assessment.

- (1) Lots Owned by Lake Holiday LLC and the Landowner. A Lot owned by Lake Holiday LLC or the Landowner (for Lots in Sections 5B, 5C, 7, 9, 10, 11 and 12 of the Submitted Land) shall not be subject to assessment until conveyance to an Owner, who then becomes a Member of the Association with all of the rights and obligations of a Member.
- (2) Other Exemptions. The Common Property, common area within a Sub-association and any properties dedicated to a public authority or exempt from taxation by a public authority shall be exempt from assessment and the lien created hereby.

Section 6.4. Liability for Common Expenses

- (1) Owner Liability. Each Owner of a Lot, by acceptance of a deed (whether or not so stated in any such deed or other conveyance) covenants and agrees to pay to the Association all Common Expenses, including Limited Common Expenses and other charges assessed by the Board of Directors and allocated to such Owner's lot pursuant to the provisions of this Declaration. Each Owner shall be personally liable for all Assessments against such Owner's Lot. No Owner may be exempted from liability for the assessment for Common Expenses by reason of waiver of the use or enjoyment of any of the Common Area or by abandonment of the Lot. No Owner shall be liable for the payment of any part of the Common Expenses assessed against the Lot subsequent to the date of recordation of a conveyance by such Owner of such Lot. Prior to or at the time of any such conveyance, all liens, unpaid charges and Assessments shall be paid in full and discharged. **The purchaser of a Lot shall be jointly and severally liable with the selling Owner for all unpaid Assessments against the latter** for (i) the amount shown on the Statement of Common Expenses or (ii) if no Statement of Common Expenses is obtained, the amount shown on the assessment or judgment lien against the Lot filed in the Land Records; or (iii) if no Statement of Common Expenses is obtained and no assessment or judgment lien has been filed, the amount owed not to exceed six monthly installments of the Annual Assessment for Common Expenses, including Limited Common Expenses, in any case without prejudice to the purchaser's right to recover from the selling Owner amounts paid by the purchaser therefore. The Lot also shall remain subject to a lien for the amount owed to the Association in accordance with this section until such amount has been paid. Any such purchaser may rely on a Statement of Common Expenses.
- (2) Mortgagee Liability. Each Mortgagee who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid Assessments or charges against such Lot which accrue prior to the time such Mortgagee or purchaser comes into possession thereof, except as provided below. The lien shall cease to exist with respect to Assessments and charges levied prior to the time title is transferred by foreclosure or by deed or