

ARTICLE XV: GENERAL PROVISIONS

1. Records. In addition to the records required in the Bylaws, the Board shall keep detailed records of the action of the Board, including minutes of the meetings of the Board and minutes of the meetings of the Association. The Board shall also keep detailed and accurate financial records in chronological order of the receipts and expenditures of common expenses. The Board shall also maintain an assessment roll in which there shall be an account for each Lot or Living Unit subject to assessment. Such account shall designate the name and address of the owner of the Lot or Living Unit, the amount of each assessment against the owner, the dates and amounts on which the assessment becomes due, the amount paid upon the account, and the balance due on the assessment.
2. Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he is or was a director, officer, employee or agent of the Association or is or was serving at the request of the Association as a director, officer, employee or agent or another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgment, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe his conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association, should it be proven at a later time that said person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a director, officer, employee or agent shall have a right to contribution over and against all other directors, officers, employees or agents and members of the Association who participated with or benefited from the act which created said liability.
3. Enforcement. The Declarant, the Association, the owners of Lots or Living Units within the Property, the holder of any recorded mortgage on any Lot or Living Units, and/or the owner of the golf course shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to said bodies or owners by any proceeding at law or in equity. Failure by any of these to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration, the prevailing party shall be entitled to its attorneys' fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees, to be set by the appellate court. In addition thereto, the Association shall be entitled to its reasonable attorneys' fees incurred in any enforcement activity taken on delinquent assessments, whether or not suit or action is filed.

4. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.
5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of each class of members and approved by ninety percent (90%) of the holders of first mortgages on the Lots or Living Units.
6. Rights of Mortgagees. Any holder of a first mortgage lien on any Lot or
7. Living Unit upon written request to the Board, shall have the right to:
 - *Receive timely written notice of meetings of the Association;
 - *Receive timely written notice of any proposed abandonment or termination of the Association;
 - *Receive timely written notice of any material amendment of the Declaration or the Articles of Incorporation or Bylaws of the Association;
 - *Receive timely written notice of any decision by the Association to terminate professional management and to assume self-management of the Association, if the Association previously has retained professional management services;
 - *Inspect the financial reports and similar documents of the Association at reasonable intervals during normal business hours;
 - *Receive written notice of substantial damage to or destruction of any Common Property and/or any improvements thereon; and
 - *Receive timely written notice of any condemnation or eminent domain proceeding affecting the Common Property or any portion thereof.
8. Notice of Default by Mortgagor. Upon written request of the mortgagee, the Association shall give the mortgagee written notification of any default by the mortgagor in the performance of such mortgagor's obligations under this Declaration which is not cured within thirty (30) days.
9. Limitations. As long as there is a Class B membership, the Association may not use its resources or take a public position in opposition to the General Plan of Development or to changes thereto proposed by the Declarant.