

ARTICLE 5
OBLIGATIONS OF ASSOCIATION WITH RESPECT
TO MAINTENANCE, ADMINISTRATION AND REAL ESTATE TAXES OF THE
PROPERTY

- 5.01 Association's Obligations. In addition to all other rights, powers and duties for the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Maintenance Area, the Non-maintenance Area and the Property, the cost and expense of which shall be paid for by the Association from assessment funds:
- a. Maintenance Area. The Association shall maintain, insure, repair, replace and manage the Maintenance Area, including but not limited to outlots A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S and T, and all facilities and improvements thereon, and, without limiting the generality of the foregoing, provide for snow removal, above a minimum level, as defined by the Board, provide for all landscaping and lawn mowing, maintain continuously in force comprehensive liability, hazard and other insurance, pay all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Maintenance Area or other property owned by the Association, pay all sums due the Village of Manhattan for the enforcement of local laws and provide such other services for the Maintenance Area as the Board deems to be in the best interests of the Association and its Members.
 - b. Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Owner on their individual Lot. In the event the Lot real estate taxes are not issued a separate real estate tax bill, then, in such case, the amount due from each Owner shall be allocated between each Owner and the Developer as follows and shall be determinative as to each Owners share whether or not said calculations are in conflict with the Assessors' calculations: (i) The vacant land estimated or final tax bill shall be determined by multiplying the current vacant land assessment by the most recent ascertainable state and local equalizer (vacant land portion) and by then dividing the vacant land portion of the tax bill by the number of Lots in the Subdivision and by then dividing same by 365/366 to obtain the per diem (per diem), and by then multiplying the number of days the Developer and the Owner each owned the Lot to obtain the Developers and each Owners' vacant land share; (ii) The improvement estimated or final tax bill shall be allocated between the Owners only (not including the Developer who shall not be responsible for payment of any taxes assessed on an improvement basis) and shall be determined by dividing the number of days each Owner owned their Lot into the multiple of 365/366 multiplied by the number of Lots in the Subdivision to obtain each Owners' percentage share of the total improvement assessment (Owners Percentage) and each Owners Percentage shall be multiplied by the current improvement assessment multiplied by the most recent ascertainable state and local equalizer (improved portion) to obtain

each Owners improvement share. In the event the tax bill is assessed against more than one Lot, and in the further event an Owner fails to pay his/her share within a reasonable time after the tax bill is issued, the Board shall pay the outstanding tax bill and charge the cost thereof to such Owner as his/her personal obligation. Any real estate tax payment made by the Association shall be a continuing lien upon the nonpaying Owners' Lot in the aggregate amount of (i) the cost thereof, (ii) penalties and interest lawfully assessed by the County and (iii) reasonable attorneys' fees and any court or other costs incurred by the Association in connection therewith, which lien shall bind such Lot in the hands of such Lot Owner(s), their heirs, devisees, personal representatives, grantees and assigns. In the event the Lot Owner does not fully repay the Association within 30 days after payment of a Lots' real estate taxes, such lien may be foreclosed against the Lot and shall be enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided.

5.02 Maintenance of the Maintenance Area Prior to Conveyance to Association.

Notwithstanding the retention by Declarant of title to all or any portion of the Property designated as Maintenance Area, the Association shall pay or reimburse the Developer for all real estate taxes and all other costs and expenses arising out of or incident to the ownership, maintenance and repair of such portion of the Maintenance Area that is available for use by the Owners to the same extent as though such costs and expenses would be the obligation of the Association if it were the record owner thereof.

5.03 Condemnation. In the case of a condemnation or taking by eminent domain (a "taking") by competent authority of any part of the Maintenance Area, the Association shall, if necessary, restore the improvements in the remaining portion of the Maintenance Area to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking. Any proceeds or awards made to the Association in connection with any such taking shall be applied first to the cost of any restoration, with the balance to be used by the Association to carry out its obligations under this Declaration.