

Section 3. Initiation and/or Transfer Fees. Initiation and/or transfer fees of Two Hundred Dollars and no/100 (\$ 200.00) per lot, due upon transfer of lot from Declarant/Builder to Owner (initial Homeowner), and from Owner (the initial Homeowner) to any subsequent Owner/Member.

Section 4. Basis and Annual Assessments. The annual assessment provided or herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area or the filing of the final plat. The initial annual assessment (beginning January 1, 2021) shall be Three Hundred Dollars and no/100 (\$ 300.00) per lot per quarter (\$ 1,200 annually) until December 31, 2023, due upon purchase of lot from Declarant or Builder. The assessment shall be adjusted according to the number of months remaining in the quarter (or calendar year). The Declarant (including the individual partners personally) and the Builders are exempt from paying Homeowner's Association dues on any vacant lots under their ownership.

Subsequent to December 31, 2023, the Owners by majority-vote will fix (adjust) the annual assessment at an amount necessary to provide for the requirements hereof and for the welfare of the Association, at the annual meeting.

Transfer fee of \$200 is due upon sale of lot/house from builder to homeowner

\$300.00 per Quarter Homeowner Dues
- Buyer of a new home to pay a prorated share of \$300 for the current quarter at closing.

**Make Check Payable To:
Emerald Breeze Homeowners Association**

**Mail check to:
Tamie Hove, Treasurer
68 Emerald Breeze Drive
Jackson, TN 38305**

assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest legal rate of interest allowable in the State of Tennessee, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees or any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, except those owned by the Declarant until December 31, 2023, as outlined previously.