

Section 5.8 No Offsets. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board is not properly exercising its duties and powers under the Declaration.

Section 5.9 Notice and Hearing. In the case of the levy of any Special Assessment, or whenever an Owner is otherwise entitled to an opportunity for notice and hearing pursuant to the Declaration, notice and hearing shall mean that the affected Owner and the other Owners shall have thirty days' prior written notice of any action to be taken or any determination to be made by the Board. No action shall be taken or determination made without the matter being considered by the Board at the time and place stated in the notice. All Owners shall have the right to attend the "hearing" conducted by the Board on the matter. The affected Owner or Owners shall be given a reasonable opportunity to be heard at such hearing. All other Owners shall have the right to comment only at the discretion of the Board. The action or determination of the Board shall be final and shall be made in writing within thirty days after the hearing date. The Owners shall receive written notice of the Board's action or determination pursuant to Section 2.5 and Section 4.5.

Section 5.10 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any provision for reserves shall be paid to the Owners prorated in proportion to their voting rights.

## ARTICLE VI ARCHITECTURAL APPROVAL/DESIGN REVIEW

Section 6.1 Approval of Improvements Required. The approval by the Design Review Committee hereinafter referred to as the Committee shall be required prior to the commencement of the construction of any Improvements to Property (as defined below) on any portion of the Property. Jurisdiction for approval over initial construction, modifications, expansions, additions, or alterations to an Improvement to Property is delegated to the Design Review Committee. The purchase of any Lot or Unit within the Property does not grant any implied guarantee of approval of the proposed improvement by the Committee. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Design Review Committee.

Section 6.2 Improvement to Property Defined. "Improvement to Property" shall mean and include, without limitation: (a) the construction, installation, erection or expansion of any building, structure or improvement (including utility facilities) on any Lot; (b) the demolition or destruction by voluntary action of any building, structure or other improvement on any Lot; (c) the grading, excavation, filling or similar disturbance of the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern on any Lot; (d) landscaping, planting, clearing or removing of trees, shrubs, grass or perennial plants on any Lot; and (e) any change, alteration, modification, expansion, or addition to any

