

G. Indemnification. The costs to the Association to indemnify and save harmless Developer from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life and/or damage to property in or about the common areas, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought which may enter therein. Included in the foregoing provisions for indemnification are any expenses the developer may be compelled to incur to bring suit for the purposes of enforcing rights hereunder, or for the purpose of compelling specific enforcement of the provisions, conditions, covenants and restrictions contained in this Declaration to be kept and performed by the Association and/or the owners, including the payment of Association expenses.

H. Special Assessments. Any special assessment that shall be levied to defray (a) extraordinary items of Association expense other than those contemplated by capital contribution; and (b) such other Association expenses determined by the Board to be payable by the Association and which are not inconsistent with the terms of this Declaration, the Articles of Incorporation or the Bylaws.

I. Royal Troon Village. All expenses of owners or the Association for the maintenance and repair of the common areas of ROYAL TROON VILLAGE, and the enforcement of these restrictions shall be due and payable to the Homeowners' Association. Said expenses to be assessed to the lot or parcel owners and to be paid through the Association in accordance with the Declaration of Covenants and Restrictions for ROYAL TROON VILLAGE.

3. Method of Determining Assessments. The "assessments" (as hereinafter defined) for Association expenses shall be levied and paid for as follows:

A. It is hereby declared and all owners and the Association agree that the Association expenses shall be paid by the Association out of funds assessed and collected from and paid by all owners, provided, however, that the Developer shall not be required to contribute any amounts for Association expenses on lots owned by the Developer until no remaining lots are being sold in the ordinary course of business. Each individual owner other than Developer shall be required to pay the Association expenses.

B. As provided in the Bylaws of the Association, the Board shall prepare an estimated annual budget which shall reflect the estimated Association expenses. Thereupon the Board shall allocate an equal share of the Association expenses to all lots. For the purposes of determining an