

the Club, including possible stock purchase, annual dues, monthly assessments, annual assessments, etc. Owners who have been excepted from the social membership requirement, as described in Section 5 of this article, and have therefore not elected to become a social member of the Oxbow Country Club, shall not be granted the automatic right to become a full, regular member of the Oxbow Country Club as provided in this section.

Section 3. **Services Provided by Association.** The City of Oxbow will maintain and repair the streets, parks, and other common areas within the Property at its own cost. Any common areas not maintained and repaired by the City will be maintained and repaired by the Association.

Section 4. **Dues.** In consideration of the social membership granted in Section 1 of this Article and the services provided by the Association as described in Section 3 of this Article, **each Owner shall pay annual dues to the Association.** The annual dues shall include the social membership fee and apportioned costs to cover the Association's operating and maintenance needs. **The annual dues will be established by the Oxbow Job Development Authority,** or the Oxbow Homeowners Association after the OJDA turns over control to the Association. Dues will be adjusted each year based upon the social membership rate of the Oxbow Country Club and the Association's operating and maintenance needs. **If for some reason a member of the Association is expelled from the Oxbow Country Club for violating Club rules, that member shall still be responsible for paying the social membership fee included in the annual dues.**

Section 5. **Exceptions to Required Social Membership.** The above-described social membership and annual dues shall apply to all Lot Owners, except that Owners of Lots subject to the Cass County Joint Water Resources District's land acquisition for the proposed FM Diversion Authority's ring dike shall be excepted from the Oxbow Country Club membership and social membership fee requirements described in Sections 1 and 3 of this Article. In the event that a current Owner of an excepted Lot sells the excepted Lot, said Lot and any subsequent Owners shall then be subject to the Oxbow Country Club membership and social membership fee requirements described in Sections 1 and 3 of this Article. No Lot Owner shall be excepted from the dues imposed to cover the Association's operating and maintenance needs.

ARTICLE VIII. GENERAL PROVISIONS

Section 1. **Enforcement.** If any party shall violate or attempt to violate any of the covenants or restrictions contained in this Declaration, it shall be lawful for any Owner to prosecute proceedings at law or in equity against the party violating or attempting to violate any such covenants or restrictions and either prevent the party from so doing or to recover damage for such violation.

Section 2. **Right To Enforce.** Failure to enforce any of the covenants, conditions, restrictions, easements, liens, and charges now or hereafter imposed pursuant to the covenants or restrictions should not be deemed a waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the part of the Owner.