

ARTICLE 9 INSURANCE OF COMMON AREAS

Section 9.1 Scope of Coverage

The Association will purchase liability insurance and maintain such insurance in force at all times. The insurance policy will provide liability insurance coverage for the Common Areas and all insurable facilities and improvements in an amount, which is not less than \$1,000,000.00. This policy will insure against liability for bodily injury and property damage resulting from the use of the Common Areas. This policy will also cover any liability arising from a contract of employment between the Association and another person or entity. The cost of this insurance will be paid by the Association.

Section 9.2 Repair and Replacement of Damaged Property

Insurance proceeds received by the Association for damaged or destroyed property will be used to repair and replace those portions of the Common Area about which the claim was filed.

Section 9.3 Owner's Responsibilities for Insurance

In no event will the Association be required to replace or restore real or personal property located upon any Lot, and the insurance of Lots and improvements against all hazards is the responsibility of the Owner.

Section 9.4 Payment of Deductible

If any Owner causes any damage to any portion of the Common Area for which there is Association funded insurance to cover such damage, that Owner will be responsible for the payment of the deductible portion of such policy(s) as provided for in such insurance.

ARTICLE 10 OWNER'S RESPONSIBILITIES

Section 10.1 Scope of Responsibilities

Each Owner is responsible for all costs and expenses relating to the maintenance, repair, upkeep, taxation and Assessment of the Lot and any Improvements. All exterior repairs must be made in conformance with the original architectural design, style, and color of the structure being repaired. Owners undertaking painting are required to consult the Architectural Committee as to the appropriate paint colors allowed on their structure.

Section 10.2 Maintenance on the Lot

Each Owner is responsible for maintaining those areas on the Lot which are outside of the Property enclosed by the patio or backyard wall, in a neat and well groomed manner and in general conformance with the standards in the Properties. If an Owner fails to perform such maintenance, the Association, after providing written notice requesting that the work be performed, has the right to have its contractors enter onto the Lot, perform the necessary maintenance and charge the costs to the Owner as a Reimbursement Assessment.

Section 10.3 Tree Roots

Each Owner is responsible for the maintaining, repairing and replacing of any water or sewer line which is located under the Lot from the point that it leaves the main water or sewer line to service that Lot. This includes any damage to the sewer or water line caused by the roots of any vegetation, which is located on the Lot. Such Owner is further responsible for the repair of any damage to the Common Area or any other Lot which is caused by the roots of such vegetation, including, but not limited to the sidewalks, streets, drainage systems, integrity of the compactness and strength of sloped areas in the Common Area, and/or the foundations of the Improvements on any lot, such as the dwelling unit, patios, pools, or patio walls.

Section 10.4 Conformity To Use Restrictions

Each Owner must ensure that all construction, alteration, modification or additions to the Lot including all Improvements, conform to the Use Restrictions in Article 12.

Section 10.5 Common Area Cleanup

Owners employing contractors or laborers are responsible for the removal of any debris or liquid spills left by such Persons on the Association's streets or Common Areas. If any Owner fails to perform this cleanup, the Board will provide the Owner with notice that the area is in need of maintenance and if the work is not done within the time specified in the notice, the Association (or its contractors) will perform the necessary work and the costs incurred will become a Reimbursement Assessment against the Owner and the Owner's Lot.

Section 10.6 Permission to Use Common Area

Before any Owner can use the Common Area for the conveyance of personnel, equipment and material used in the maintenance, repair, or

addition or modification to the Lot, the Owner must obtain written permission from the Maintenance Committee to ensure that the integrity of the Common Area is preserved by such use. Any damage resulting from such use shall be corrected by the Owner in a timely manner to the satisfaction of the Maintenance committee. Failure to so correct by the Owner shall result in the Maintenance Committee correcting the damage, the cost of which shall become a Maintenance Reimbursement Assessment

Section 10.7 Inspection of Lots

During reasonable hours, the Board, its Members or any Person appointed by the Board, has the right to enter and inspect the landscaped areas of any Lot to ascertain whether the Lot is in compliance with the Governing Documents. The Board will provide notice to the Owner of the date, time, and purpose of the inspection. The Person inspecting the Lot will not be deemed guilty of trespass when the Board requested that the Person conduct the inspection.

Section 10.8 Owner's Liability

All provisions of the Governing Documents apply to the family, tenants, guests and invitees of an owner. Each Owner is responsible for any violation of the provisions of the Governing Documents by the Owner's family, tenants, guests and invitees.

Section 10.9 Disputes

If a dispute arises between Lot Owners or a Lot Owner and the Association, concerning conformance with this Article 10, it will be settled by arbitration. Each party will choose one arbitrator and the two arbitrators will choose a third arbitrator. The decision of a majority of the arbitrators is final and binding on all parties. The parties involved in the arbitration are responsible for making the arrangements to arbitrate. All costs associated in the arbitration will be borne by the parties to the arbitration, as determined by the arbitrators.