

ARTICLE VII

DAMAGE OR DESTRUCTION TO COMMON AREAS,

EASEMENT AREA AND DRIVEWAYS

In the event of damage or destruction to all or a portion of The Common Areas, the Easement Area or Driveways due to adversity or disaster, any insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If any insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the same, the damaged or destroyed areas shall be promptly repaired and reconstructed by the Association using any insurance proceeds and the proceeds of a reconstruction assessment. The reconstruction assessment provided for herein shall be a debt of each Owner and a lien on such Owner's Dwelling Lot and the improvements thereon and shall be enforced and collected as provided in Article IV hereof.

ARTICLE VIII

MAINTENANCE RESPONSIBILITIES

Section 1. Owner's Responsibilities. Each Owner shall be responsible for all costs and expenses relating to the maintenance, repair, upkeep, taxation and assessment of his/her

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Dwelling Lot and any improvements thereon, including without limitation the payment of utility costs, property taxes, roof maintenance and repair of building exteriors, fences and walls, upkeep of trees, shrubs, grass, driveways (not maintained as Driveways by the Association), walks and other exterior portions of and structures and landscaping on that Owner's Dwelling Lot, unless otherwise provided herein. All exterior repairs shall be made in conformance with the original architectural design and style of the structure being repaired. Each Owner shall be responsible for assuring that all construction, alteration, modification or addition to buildings, walls, fences, copings, driveways (not maintained as Driveways by the Association) or other structures on that Owner's Dwelling Lot conform to the use restrictions of Article IX herein. If an Owner fails or refuses to remove or repair any nonconforming structure, the Association may, in its sole discretion, remove or repair the nonconforming structure, and the cost of removal or repair shall be added to and become part of the assessment to which the Owner of the nonconforming Dwelling Lot is subject and shall be collected in like manner as a delinquent assessment.

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Section 2. Association's Responsibilities. The Association shall be responsible for maintenance, repair and upkeep of the Common Areas, the Easement Area and Driveways. The Association accepts responsibility for control, maintenance, ad valorem taxes and liability for the Common Areas, private streets, private drainage ways and private easements within the Subdivision.

#### ARTICLE IX

#### RESTRICTIONS

Section 1. General Plan. It is the intention of Declarant to have as an objective the improvement, development, use and occupancy of the Property in order to enhance the value, desirability and attractiveness of the Property, to serve to promote the sale and resale of the Dwelling Lots. Declarant is not promulgating any specific architectural style, but designs shall be compatible with the surroundings.

Section 2. Restrictions Imposed. Declarant hereby declares that all of the Property shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated subject to the provisions, conditions, limitations, restrictions, agreements and covenants of this Article.

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