

ARTICLE IV
MAINTENANCE

Section 4.1

1. Maintenance by Association.

a. Common Area Maintenance. Unless otherwise specified in this Article or elsewhere in this Declaration, the Association will maintain and keep in good repair the ~~Area of Common Responsibility, Areas and Association Elements,~~ with the right to establish assessments, including special assessments for purposes of its Maintenance Responsibilities under this Declaration. The maintenance of the Common Area will be deemed to include, but not to be limited to, maintenance, repair, and replacement (subject to later reimbursement from the insurance and casualty loss provisions contained in this Declaration) the following:

- i. ~~(a)~~ Mow and water the Lot and provide fertilizer and weed control at such times as may reasonably be required in order to prevent the unsightly growth of vegetation and noxious weeds.
- ii. Provide perennial ~~annual~~ plantings for the front yards of the Lots that are consistent with the original plants installed by the Developer.
- iii. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- iv. Cut down and remove dead trees. ~~(e)~~
- v. Keep any ditches, swales, waterways, or storm drainage portion areas as may be situated upon the Lots continuously unobstructed and in good repair, and repair all erosion with respect to such areas situated on the Lots even if said ditch or swale or waterway is not specifically referenced by an ~~easement~~ easement on the Plat or elsewhere, unless the responsibilities has been dedicated to a public agency, such as the Town of Schererville.
- vi. Remove snow and ice from all sidewalks and and driveways upon a snowfall event in excess of two (2) inches of snowfall.
- vii. ~~In addition, the~~ ~~In addition, In addition~~ The Association will also pay for any utility consumption costs such as natural gas, electricity and water which serve the Common Area.

b. Exteriors of Townhome Units.

i. The Association, pursuant to its ability to set annual and special assessments for common maintenance, repair and replacement (as set forth in ~~Section~~ Article 3 of this Declaration) will be responsible for the maintenance ~~an~~ of the following exterior elements of the Townhome Units which are also considered Association Elements:

1. Siding, Garage Door and Garage Trim Paint and Stain;
2. Siding replacement;
3. Shutter replacement;
4. Replacement of exterior lights, Coach light posts, sensors, ballasts and fixture housing (excludes light bulbs);
5. Mailbox post and mailbox painting and/or replacement;
6. Brick repair and/or replacement, including tuck pointing;
7. Gutters and Downspout Cleaning;
8. Front Door Paint and Shutter Paint;
9. Yard Post Light, Paint for Post and Fixture Housing;
10. Window Washing; and
11. Roof Replacement (this does not include regular repairs or maintenance that does not require full replacement of the roof).

Section 4.2

2. Maintenance by Owner

a. General Rule. Subject to the obligations of the Association provided herein, each Owner will at all times prevent such Owner's Lot or improvements from becoming unsightly, and each owner will assist the Association is in keeping the exterior of all improvements in such a state of good repair and maintenance so as to provide for an aesthetic appearance and as required to avoid their

becoming unsightly. The opinion of the Association, through its Board of Directors, will be binding with respect to these subjective judgments as part of the Board's authority for Architectural Standards set forth in Article X. In addition, no Owner will allow plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects to be maintained upon any part of a Lot, and may abate same immediately upon their discovery.

b. Private Elements. The Owner shall be responsible for all costs associated with the Board, or its agent, for the maintenance, repair and replacement of all Private Elements, which shall include, but not be limited to the following:

1. Gutter and Downspout Replacement;
2. Overhead Garage Door replacement;
3. All Exterior Doors (front entry and patio);
4. All Windows and Skylights;
5. Driveway and Sidewalk repair and replacement;
6. Patios;
7. Plants and Shrubs that have been added to the original landscaping;
8. Roof repair and maintenance not requiring replacement of the entire roof.

3. Liabilities of Owners. If the Board determines that (i) any Owner has failed or refused to discharge properly such Owner's obligations with regard to the maintenance, repair, or replacement of items of any Private Element for which such Owner is responsible hereunder or otherwise under this Declaration; or (ii) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder under this Declaration, is caused through the willful or negligent act of an Owner, or such Owner's family, guests, tenants, or invitees, and is not covered or paid for by insurance, in whole or in part, then, in that event, the Association, except in the event of an emergency situation, will give such Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense; the notice will set forth with reasonable particularity the maintenance, repairs, or replacement required and will advise the Owner to complete

ARTICLE V
INSURANCE

1. Section 5.1 Association Insurance.

a. Insurance of Common Area. The Board, or its duly authorized agent, will have the authority to and will obtain insurance for all insurable improvements on the Common Area ~~(excluding all exterior portions of all Townhome Units)~~ against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance will be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. In the event the Development is identified as being located within a flood hazard area, inclusive of a floodplain, floodway, flood prone area or any other flood type classification as recognized by the Federal Emergency Management Agency (FEMA), and same is identified and called out on a Flood Insurance Rate Map (FIRM), the Board shall obtain the appropriate level of flood insurance for the portions of the Development affected by the determination made by FEMA on said FIRM maps. There is no requirement to obtain Flood Insurance unless the Development is explicitly located within a flood zone as identified on current FIRM maps for the Development.

b. Section 5.4 Damage and Destruction of Common Area.

i. Immediately after the damage or destruction by fire or other casualty to all or any part of the Development covered by insurance written in the name of the Association, the Board, or its duly authorized agent, the Association will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portions of the Development. Repair or reconstruction, as used in this paragraph means repairing or restoring the Development to substantially the same condition in which they existed prior to the fire or other casualty. ~~(b)~~

ii. Any damage or destruction to the Common Area will be repaired or reconstructed unless at least seventy-five percent (75%) of the total Eligible Votes decide within sixty (60) days after the casualty not to repair or reconstruct. the portion of the Development damaged or destroyed. If for any reason the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available; provided, however, such extension will not exceed sixty (60) days. No mortgagee will have the right to participate in the determination of whether the Common Area damage or destruction will be repaired or reconstructed.

iii. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area will not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the Development will be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

c. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board will use general funds or seek a special assessment as permitted in ~~Section 10.~~ Article 9, paragraph 4.

d. Liability Insurance. The Board will also obtain a public liability policy covering the Common Area, and Association Elements, and the Association, and its members for all damage or injury caused by the negligence of the Association ~~efor~~ any of its Members or agents. The public liability policy will have limits set based upon the recommendation of the Association's insurance agent, including any additional riders, addendums or excess coverage which are recommended by the insurance agent as standard for common interest communities of similar size, number of units, and demographics

of the Association. Premiums for all insurance on the Common Area ~~will~~ and Association Elements shall be common expenses of the Association.

e. ~~(e)~~ **Other Insurance**. In addition to the other insurance required by this Section, the Board will obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds with respect to ~~directors, officers, employees~~ Directors, Officers and Employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage will be determined in the Board's best business judgment but may not be less than three (3) months' assessments plus ~~reserves~~ all reserve funds on hand. Bonds will contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Board.

2. Individual Insurance

a. **a.**

at least thirty (30) days' prior written notice to the Association. **Insurance.** By virtue of taking or holding title to a Lot which contains a Townhome Unit, each Owner covenants and agrees with all other such Owners and with the Association that such individual Owner will, to the extent not provided pursuant to Section 5.1(e) hereof, carry all risk ~~insure~~ the entirety of their Townhome Unit, including all Private Elements and Association Elements comprising the Townhome Unit and Lot, for fire and casualty losses. ~~Such insurance on such Owner's Townhome Unit (including but not limited to a/1 portions of such will cover all fixtures, personal property and other tangible property of the Townhome Unit, the Owner and any quests or agents of the Owner who frequent their Lot and Unit. which are or which may be a part of the Common Area) in an amount of full replacement cost, general liability coverage for a minimum of \$300,000 per occurrence, and \$2,000 medical payment coverage per person. Each such Owner will provide the Association with a certificate evidencing such liability coverage when taking title to said Townhome Unit. This includes paint, wall coverings, flooring, cabinets, fixtures, roofs, windows, siding, masonry, lighting, and all personal property and conditions that may present a hazard to a person upon the Owner's Lot and Unit. Each such Owner will provide a certificate of insurance, with the Association named as an additional insured, and the Association shall be listed as a signatory on any insurance claim payment. The Owner shall provide written evidence to the Board of the Association by way of a certificate of having obtained the necessary fire and casualty insurance set forth in this section. Such certificates will be furnished upon each renewal date to the Board of the Association to provide continuous evidence of adequate insurance coverage from fire and casualty losses. In the event that a Owner does not obtain the necessary insurance as set forth in this section, the Board, having an insurable interest, may obtain the coverage on the owners behalf and charge back the premiums to the Owner.~~

b. Rebuilding of Townhome Units. Each individual Owner further covenants and agrees that in the event of the loss, damage or destruction of ~~anyone any one (1)~~ or more Townhome Units, resulting in total or less than total destruction, the ~~individual Owner~~ individual will proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. ~~Insurance proceeds with respect to policies obtained pursuant to Section 5.1(e) hereof will be applied to such repair and reconstruction these Declarations will be applied to such repair and reconstruction by the Association.~~ Repair and reconstruction of a Unit, or an entire building, shall commence within One Hundred and Twenty (120) days, and a construction plan for the repair or reconstruction must be on file with the Board by then expiration of this term. If repair and reconstruction cannot commence within One Hundred and Twenty (120) days, a Special Meeting shall be called by the Board to address the Owners and their insurance carrier, and any builders or contractors involved in the assessment process for preparing a construction plan for the repairs or reconstruction of the Unit(s).

c. Disbursement of Proceeds. Proceeds from claims filed with insurance carriers on policies for the Common Area Improvements, Private Elements and Association Elements will be used to offset the costs of repair and replacement as those amounts are incurred by the Association or the Owner. All claim checks from the applicable fire and casualty carrier for claims associated with any loss in the Common Area or Association Elements shall be tendered to the Board to administer and monitor all repairs in compliance with the Architectural Standards. In the event there are excess proceeds from a claim for Common Area or Association Elements, these proceeds shall be placed in the Association's Capital Reserve Account. All claim checks from the applicable fire and casualty carriers for claims for Private Elements shall be the responsibility of the individual Homeowner.

~~6.3.~~ the same within three (3) days from the date of such notice; provided, however, that if the same is not capable of completion within the three (3) day period, such notice will advise the Owner to immediately commence such work which will be completed within a reasonably specified time. If any Owner does not comply with ~~the~~these provisions ~~hereof~~, the Association may provide any such maintenance, repair, or replacement at ~~owner's~~the Owner's sole cost and expense, and the cost will be added to and become a part of the assessment to which such ~~owner~~Owner is subject and if necessary will become a lien against the Lot as provided in Article ~~X~~ and elsewhere herein IX.

~~7.4. Section 4. Excess Costs.~~ With respect to Common Area, Association Elements and Lots, the cost of snow removal, landscaping maintenance, if any, in excess of amounts budgeted therefor will be paid by the Owners (on the same basis as assessments for Common Expenses are allocated by the Owners at Article 9, paragraph 3) by a Special Assessment pursuant to Article 9, paragraph 4.