

Section 36. Car Washing. Due to environmental concerns for the surrounding wetland/conservation areas and the close proximity of parking spaces throughout the community, car washing shall be prohibited anywhere on the Property.

Section 37. Tree Wells. During the course of development, Declarant may be required to construct tree wells which are used for the purpose of protecting specimen trees from damage or destruction as part of the development of the subdivision. Maintenance of the tree wells and trees growing therein shall be the sole responsibility of the Association. The Declarant does not warrant or guarantee the survivorship of any tree on any Lot, including any tree within a tree well. Neither Declarant nor the Association is obligated by law, contract or otherwise to replace any such tree.

ARTICLE V INSURANCE AND CASUALTY LOSSES; CONDEMNATION

Section 1. Insurance. Insurance, other than title insurance, which shall be carried upon the Common Area, shall be governed by the following provisions:

(a) Authority to Purchase. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage for personal liability, personal dwelling unit, personal property or living expenses of any Owner, but the Owner may obtain such insurance at his own expense, provided such insurance may not be of a nature to affect policies purchased by the Association. The Association shall insure Common Areas only, and shall not be required to insure buildings on individual lots.

(b) Coverage.

1. Casualty. All buildings and improvements in the Common Area and all personal property included in the Common Area shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) Loss or damage by fire, flood (if necessary), hurricane, tornado, windstorm and other hazards covered by a standard extended coverage endorsement; and (ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings within the Property, including but not limited to vandalism and malicious mischief.

2. Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association.

3. Worker's Compensation. If necessary, to meet the requirements of Law.

4. Directors and Officers Liability Insurance. Each member of the Board shall be covered by Directors and Officers liability insurance in such amounts and with such provisions as approved by the Board.

5. Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners within the Submitted Property as part of the Annual General Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

Section 2. Reconstruction or Repair After Casualty. The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the Common Area shall be repaired or replaced.

Section 3. Condemnation. In the event that any portion of the Common Area shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Area by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

Section 4. Insurance on Lots. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to

the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against:

(a) Loss or damage by fire, flood (if necessary), hurricane, tornado, wind-storm, and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land including but not limited to vandalism and malicious mischief.

The Owner shall furnish proof of such insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on each anniversary date thereof. If an Owner shall fail to provide such insurance the Association may obtain such insurance and shall assess the owner for the cost of same in accordance with Article VIII, Section 7, of this Declaration.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Control. The Submitted Property shall be subject to the architectural control provisions of this Declaration. No dwelling, building, parking cover, shed, dock, structure, outbuilding, color change, addition, exterior alteration or substantial attachment may be erected, placed, reconstructed or permitted to remain on any Lot unless and until approved by the Architectural Control Committee established pursuant to this Declaration. The Architectural Control Committee shall be a committee of the Association. The members of the Architectural Control Committee shall initially be appointed (and removed) by Declarant. Once Declarant no longer owns or has any contractual right to lands within the Submitted Property, the Board of Directors of the Association shall appoint (and remove) the members of the Architectural Control Committee. The Architectural Control Committee shall establish procedures governing the submission of plans and applications for approval, fees, and duties of the Architectural Control Committee. The Architectural Control Committee shall from time to time adopt and establish design guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of structures, and landscaping.

Construction of the exterior and interior of any structure shall be completed within nine (9) months from the date of the commencement of construction thereof. All construction shall be diligently pursued to completion within a reasonable time after such work has begun.