

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Landscaping. The Association shall maintain all landscaping, vegetation grass, plants, trees, and the like, for the Common Area defined in Article III hereof. Further, the Association shall maintain any common area property which the Association shall have transferred to it or dedicated to it subsequent to the execution and recording of the Declaration.

Section 2. Roadway. The Association shall maintain and repair the private roadways serving the Parcels as shown on the Plat.

Section 3. Right of Entry by Association. Whenever it is necessary to enter a Parcel for the purpose of performance of any maintenance duties by the Association, the Parcel Owner thereof shall permit an authorized agent of the Association to go upon the Parcel, provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made at any time. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage, theft or other claim caused or occurring on account of any entry.

Section 5. Miscellaneous. The Association shall be responsible for the general maintenance of the recreation area, any and all required maintenance of the lakes within the property described on Exhibit "A", as well as perimeter walls, fences and landscape areas, and all mitigation areas therein, and any common area property subsequently dedicated or transferred to the Association, the general maintenance and operation of the guard house, and payment for the operation and monthly electricity charges for all street lights, if any, and maintenance responsibilities otherwise referenced herein.

Section 6. Others. The Association may, as determined from time to time by the Board of Directors, maintain vegetation, landscaping and/or sprinkler system upon areas which are not within the Community but are near the same and are owned by a utility or governmental authority, so as to enhance the appearance of the Community, such as swale areas or median areas within the right of way of abutting public streets, roads and areas within drainage canal rights of ways or other abutting waterways and gate houses and electronic gates.

ARTICLE VII

MAINTENANCE OBLIGATION OF PARCEL OWNERS

Section 1. Parcel Owner Responsibility. Each Parcel Owner shall be responsible for the repair, maintenance and/or replacement of all portions of the residential dwelling and other improvements of the Parcel except for the maintenance duties of the Association as hereinabove provided. Accordingly, each Parcel Owner shall maintain at Parcel Owner's expense the interior of the dwelling, including but not limited to, all doors (except the exterior surface thereof), windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each owner shall maintain at his expense all structural, electrical, mechanical and plumbing elements thereof. Any Parcel Owner is strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Director and Architectural Committee, including the painting and cleaning of the exterior surfaces of the walls (except for windows and screens), roof or fence located on a Parcel and is prohibited, without such consent, from planting any additional landscaping.

Section 2. Parcel Owner Liability. Should any Parcel Owner do any of the following:

- (a) Fail to perform the responsibilities as set forth in Section 1 of this ARTICLE VII; or,
- (b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,
- (c) Undertake unauthorized improvements or modifications to Parcel Owner's dwelling or to any other portion of Parcel Owner's Parcel or to the Common Area, as set forth herein.

The Association, after approval of a majority vote of the Board of Directors and upon ten days' prior written notice to the Parcel Owner, shall have the right, through its agents and employees, to enter upon said Parcel and remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Parcel is subject.