

own expense, provided that such enclosure does not hinder the Association in performing its maintenance duties as to the residence, the remaining yard spaces, or the common area. No such enclosure, or the maintenance thereof, by an owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association, any such owner fails to maintain his enclosure in a neat and orderly manner, the Association may revoke the owner's written enclosure permit and all rights to the use thereof for a period not to exceed one year and the Association shall perform maintenance during the revocation period. No owner shall plant any vegetation in front of his residence except with the prior written approval of the Association.

Section 3. In the event that the need for maintenance or repair of a lot or the improvements therein is caused through the willful or negligent acts of its owner or his family, tenants, contract purchasers, guests, or invitees, in such a manner that such loss or damage is not covered by the insurance carried by the Association hereinafter provided in Article XII, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE VIII.

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residence upon the property and placed on or near the dividing line between the lots, and is subject to use by another residence shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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