

The lien for assessments for insurance premiums shall be subordinate to the lien of any first mortgage in the same manner provided for annual and special assessments.

(6) Such policies shall provide that insurance proceeds payable on account of loss of, or damage to, the Property shall be adjusted with the carrier(s) by The Association, and shall be payable solely to the owner's mortgagee, if any, and The Association, as Insurance Trustee for the owner. Such insurance proceeds shall be applied to the repair or restoration of the Property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving the Association and mortgagee of a lot, if any, ten days written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any owner, members of the owner's family, the Association, its officers, agents and employees, as well as a waiver of all co-insurance provisions.

(7) The Association shall also obtain a broad form public liability policy covering all the common area and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees in an amount of not less than one million dollars for each occurrence and such policies shall contain a waiver of the right of subrogation against members of the Club Pointe Homeowners Association, Inc., its officers, agents and employees.

(8) Any owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable beyond that included in the homeowners policy required to be carried by the Association.

(9) In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Association as trustee for the owners, the Board of Directors shall, with the concurrence of mortgagees, if any,

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