

(3) The owner shall rebuild or repair the dwelling in the event of damage thereto provided the dwelling is insured under a group or blanket hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds.

(4) The owner shall keep the dwelling in good repair except for repairs required of the Association.

(5) Premiums for the group or blanket hazard insurance policy shall be a common expense and shall be collectible in the same manner and to the same extent as provided for annual and special assessments in Article V.

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 real property shall be adjusted with the carrier(s) by SUNVIEW TOWNHOMES HOMEOWNERS ASSOCIATION, INC. and shall be payable solely to the homeowner's mortgagee, if any, and the SUNVIEW TOWNHOMES HOMEOWNERS ASSOCIATION, INC. as Insurance Trustee for the homeowner(s). Such insurance proceeds shall be applied to 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 SUNVIEW TOWNHOMES HOMEOWNERS ASSOCIATION, INC. and unit mortgagee, if any, ten days written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any unit owner, members of the unit owners family, the SUNVIEW TOWNHOMES HOMEOWNERS ASSOCIATION, INC., its officers, agents and employees, as well as a waiver of the "pro rata" clause.

(7) The Association shall also obtain a broad form public liability policy covering all common area and all damage or injury caused by the negligence of the Association or any of its agents, officer or employees in an amount of not less than

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