

- b. Change the methods of determining the Assessments, whether Regular, Special, or Extraordinary, from those set forth in this Declaration and the Association Documents;
- c. Fail to maintain fire and extended coverage insurance on insurable Association Property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement cost);
- d. Use hazard insurance proceeds for losses to any Association Property for other than the repair, replacement, or reconstruction of such Property.

4. Rights of Mortgagees. First Mortgagees of Townhome Parcels may jointly or severally pay taxes or other charges against the Association Property that are in default and that may or have become a charge against any of the Association Property and may pay overdue premiums on hazard insurance coverage on the lapse of a policy for the Association Property. Any Mortgagee making such a payment shall be owed immediate reimbursement therefor from the Association.

ARTICLE VIII

Application, Responsibility, Enforcement

1. Application and Enforcement. This Declaration and the Association Documents are binding upon any Person present upon or having an interest in any portion of the Property, the Association Property, or the Townhome Parcels.

If any conflict arises between this Declaration and the Association Documents, this Declaration shall in all cases have priority.

The Association shall have the right and obligation to enforce the terms and conditions of this Declaration as its interest appears herein. Owners shall have the right to enforce the terms and conditions of this Declaration as their interests appear.