

11. Unless otherwise restricted herein, there shall be no restriction upon the right of a residence owner to keep a pet that remains inside the home. However, a residence owner may only keep one cat, or provided that its weight is less than or equal to twenty pounds, one dog.

12. No more than two children age seventeen or under may reside in any one residence in the PUD.

13. No addition to, change or alteration in the exterior of any unit shall be commenced, erected or maintained upon the property until the plans and specifications have been submitted to and approved in writing by Seventy-five (75%) Percent of the Board of Directors or One hundred (100%) Percent of any committee the Board may appoint for the purpose of granting such approval.

14. Upon obtaining a bona fide sales agreement of specified terms and price, no original unit owner shall sell, transfer or otherwise convey his residence without giving at least five (5) working days written notice to Declarant, and Declarant shall have a right of first refusal as to the sale of such residence during the said five (5) working days.

ARTICLE IX
(Insurance)

1. The Board of Directors shall insure the property of the project against loss or damage due to fire, windstorm and lightning with a group or blanket hazard insurance policy. The Board of Directors shall have the authority to insure against other hazards and risks as it may deem necessary for protection of the property of the project.

2. All of such hazard insurance shall cover the entire property, exclusive only of the contents and furnishings of the individual residences and the premiums for such insurance shall be a common expense.

3. All hazard insurance policies shall designate the Jamestowne II Homeowners Association, Inc., as the named insured as Insurance Trustee for the benefit of all residence owners and their mortgagees collectively, as their respective interests may appear.

4. All hazard insurance policies shall provide that coverage may not be cancelled without first giving the Association and any residence mortgagee thirty (30) days prior written notice.

5. All hazard insurance policies shall include, if obtainable, provisions waiving any rights of the insurer to subrogation against any unit owner, and Jamestowne II Homeowners Association, Inc., its agents, officers and employees.

6. The Board of Directors shall obtain comprehensive public liability insurance covering all common area and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees and such policies shall contain a waiver of the right of subrogation against members of the Jamestowne II Homeowners Association, Inc., its agents, officers and employees.

7. Any owner may, at his own expense, carry any and all other insurance he deems necessary beyond that provided for herein.

8. Each residence owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association.

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