

receive from the Developer assignment of such manufacturers' and other warranties as the Developer or its contractor receives in the construction of the residence, to the extent that the same are assignable.

2. No residence owner shall paint or otherwise decorate, or change the appearance of, any portion of the exterior of the residence except as provided in this Declaration or the By-Laws of the Association.

3. No residence owner shall make any alteration or addition to, or service any parts of, or do any work which would jeopardize the safety or soundness of, any portion of the residence contributing to the support of the residence, which supporting portions shall include but not be limited to the outside walls of the residence and any load-bearing walls or columns within or without the residence.

4. No residence owner shall be required or authorized to repair, reconstruct or rebuild all or any part of this residence under any circumstances in which the responsibility for such repair, reconstruction or rebuilding is specifically placed upon the Association under other paragraphs of this Declaration.

5. Notwithstanding anything to the contrary contained in this Declaration, and for the benefit of the residence owners as a group, the Association may, but is not required to, do anything that a residence owner is required to do hereunder (including, without limitation, residence repair and window replacement):

- (a) in the discretion of the Manager, in the case of an emergency;