

Section 2. Limitation of Liability; Indemnification. Notwithstanding the right of the Association to maintain, repair and replace parts of the common area, the Association shall not be liable for injury or damage caused by any latent condition of the common area, nor for injury caused by the elements, owners or other persons, nor shall any Officer or Director of the Association be liable to any owner for injury or damage caused by Officer or Director in the performance of his duties, unless due to the willful misfeasance or malfeasance of such Officer or Director. Each Officer and Director of the Association shall be indemnified by the owner against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or which he may become involved by reason of his being or having been an officer or director of the Association, at the time such expenses and liabilities are incurred, except in such cases where the Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being for the best interest of the Association.

ARTICLE VI

Lot Usage Limited to Single Family Dwelling

All lots in this subdivision or development shall be known and described as residential lots and shall be used exclusively for single family residential dwellings. No structure shall be erected, altered, placed or permitted to remain on any such lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a garage for not more than three private passenger vehicles.

ARTICLE VII

Prohibited Structures

No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence and no house trailer shall be placed on any lot either temporarily or permanently.