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Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use, provided, however, that the Association shall have the right but not the obligation, where repair and maintenance is neglected, to make such repairs and maintenance and charge the abutting Owners in such proportion as the Association, in its sole discretion, may determine. Such charges shall be added to the Owner's regular assessment and be collectible in the same manner as herein provided.

Section 3. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereon in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall be an obligation running with the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE VII

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS  
APPLICABLE TO TOWNHOUSE RESIDENTIAL AREAS

Section 1. No dwelling unit, building, fence or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such dwelling unit, building, fence or structure, drives and parking areas) and construction schedule shall have been approved in writing by the Company. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including

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