

shared by the Owners who make use of the wall in proportion to such use.

C. Destruction by Fire or Other Casualty

If a partywall is destroyed, 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 thereof 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 negligence or willful acts or omissions.

D. Weatherproofing

Notwithstanding any other provisions of this article, an Owner who by such Owner's negligence or willful act causes the partywall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. Right to Contribution Appurtenant  
to the Land

The right of any Owner to contribution of any other Owner under this article shall be appurtenant to the land and shall pass to such Owner's successor or assigns.

F. Arbitration

In the event of any dispute arising concerning the party-wall, or under the provisions of this article, each party shall choose one arbitrator and such arbitrators shall choose an additional arbitrator to resolve such disputes. Any decision made by a majority of the arbitrators shall be binding upon the parties

V. EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Areas, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows:

Paint and repair exterior stucco, siding, gutters, downspouts, exterior building services; maintain and

repair roofs; maintain trees, shrubs and grass; maintain sprinkler systems; mow grass. Such exterior maintenance shall not include maintaining glass surfaces or doors, screens and screen doors, exterior door and window fixtures and maintenance of any concrete surfaces including walks, garage floors, patios, aprons and the concrete portions of any driveways. Further, such exterior maintenance shall not include replacing roofs unless, by vote of a majority of the members (without necessity of separate approval by each class of member) there is a resolution passed authorizing the Association to replace roofs. Roof replacement and exterior painting shall be done on all units in any one building at the same time, unless an emergency situation exists as determined by the Association Board of Directors.

In the event that the need for maintenance or repairs is caused through the willful or negligent acts of the Owner, the Owner's family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which the Owner's Lot is subjected. The obligation described in the preceding sentence does not include any maintenance or repairs caused by fire or other casualty to the premises owned individually by Members of the Association.

Should any Owner fail to maintain any improvement or planting which it is his or her obligation to maintain as provided herein, then the Association may, upon approval of the Board of Directors, enter into such area and perform such required maintenance. The cost of such maintenance shall be charged directly to such Owner or Owners who are responsible for same and may be billed directly or added to and made a part of the next assessment to such Owner(s).