

ARTICLE II
PARCEL ASSESSMENTS

Section 1. Purpose of Assessments

Parcel assessments shall be used exclusively for the purpose of providing services that are necessary or desirable for the health, safety and welfare of the members within the parcel. Such services shall include:

(a) Maintenance and operation of property owned by the Association and principally used by the residents of the Parcel.

(b) As to the Lots:

(1) Grounds and planting maintenance of the front and side yard landscape materials (except for approved fully enclosed areas) both indigenous plants and those originally installed by the Developer unless the Board shall extend the maintenance obligation of the Association as set forth herein. The Association shall be responsible for replacement of Developer installed landscaped materials, in the event of loss of life of such materials; however, it shall have no responsibility for such landscape materials as may be installed by others. Following occupancy of the last Living Unit in the Parcel subjected to the provisions of this Supplementary Declaration, the Owners by a majority vote of a Quorum of the Owners of such Parcel may alter the provisions of this sub-paragraph.

(2) Repair and replacement of lead walks and sidewalks.

* (3) Removal of snow and ice from sidewalks according to specifications adopted by the Board through resolution, provided that the Association shall not be responsible for removal of such within 36 hours of cessation of precipitation unless the Board determines otherwise. *

(c) As to the Living Units:

(1) Maintenance, repair and replacement of roof coverings, gutters and downspouts.

(2) Painting of exterior surfaces including trim, doors and windows. As to the amount, quality and timing of maintenance, repair and replacement activities provided for in this Section, the Board shall adopt specifications that shall provide guidance for the conduct of such activities. The Board shall cause to be established reserve funds in an appropriate manner and amount for capital repair and replacement items.

(3) In the event a need for maintenance or repair arises from a willful or negligent act of an owner or his invitees, the cost of such maintenance or repair