

ARTICLE TEN
Rights, Powers and Obligations of Association

10.1 Rights, Powers and Obligations of Association. For the benefit of all the Owners, the Association shall have all powers relating to the maintenance, repair, improvement, management, and operation of the Property including, but not limited to, the power set forth in this Article Ten, and all the rights and powers possessed by Developer under the terms of this Declaration. The power of the Association shall include the power to acquire and payout funds as hereinafter provided, for the following Community Expenses and/or Residence Expenses:

(a) Management services.

(b) Security services, including security personnel, and operation and maintenance of a gatehouse and a central security signal receiving systems and other security arrangements or devices, if any.

(c) Water, waste removal, if any, operating expenses, electricity, telephone and other necessary utility services for the Community Area.

(d) Comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable, insuring the Association itself, its manager, if any, agents and employees, the Owners, including the Directors personally, the Trustee and the Developer, its agents and employees, from any liability in connection with the Community Area or the streets, lakes, sidewalks and public spaces adjoining the Community Area. Such insurance coverage shall also cover cross liability claims of one insured against another. The insurance coverage provided for Developer, its agents and employees shall continue in force and effect only until the time of the transfer by Developer to the Association of all of the rights, powers and obligations of Developer, and said coverage may then be canceled.

(e) Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Association in its judgment shall elect to effect.

(f) General real estate taxes, assessments or other charges of governmental bodies against the community Area (hereinafter referred to as "taxes").

(g) The services of any person or firm employed by the Association. The Association may employ the service of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments, and in connection with any other matter where the respective interests of the Owners are deemed by the Association to be similar and non-adverse to each other.

(h) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement in the Community Area, and acquisition of such furnishing and equipment for the Community Area as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Community Area.

(i) In respect of Homesites, (i) maintenance of landscaping initially done by Developer and landscaping done by Owner on his Homesite for which Association has in writing accepted responsibility, (ii) snow removal from driveways, (iii) maintenance and repair of exterior of

residences, including, but not limited to, the roof, exterior walls, soffits, trim, and chimney.