

**LANGUAGE TO AMEND THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR
FOX RIDGE CONDOMINIUM**

The Board of Directors for the Fox Ridge Condominium Association, Inc. proposes that the Declaration of Condominium Ownership for Fox Ridge Condominium (“Declaration”), as recorded at Clark County Records, Volume 22, Page 279 et seq., be amended as follows:

DELETE DECLARATION ARTICLE XI, SECTION 1(a) in its entirety.

INSERT a new DECLARATION ARTICLE XI, SECTION 1(a). Said new addition to the Declaration is:

- (a) will include a reasonable deductible in an amount as determined by the Board;**

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE XI, SECTION 1. Said new addition to the Declaration is:

The Board has the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association’s Property Insurance policy regardless of the Person(s), including mortgagees, who may be named as an additional insured or beneficiary of the policy, as the Board determines is consistent with the intent of the Declaration and in the Association’s best interests. A first mortgagee having an interest in a Unit and the Limited Common Elements for which the Unit owner is responsible for insuring that sustains insurable damage or destruction may, though, participate in the settlement negotiations, if any, related to the loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association’s property insurance will not give rise to any claim against the Association or the Board. However, if no claim is filed, the Association will then self-insure the claim to the extent coverage would have been available under the Association’s property insurance policy.

MODIFY the FIRST SENTENCE of DECLARATION ARTICLE XI, SECTION 2. Said modification to be made to the Declaration is (deleted language is struck-through; new language is underlined):

The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all Common Elements (except the Limited Common Elements), insuring the Association and the Unit owners and occupants, with such limits as the Association may determiner, covering claims for personal injury and/or property damage.

DELETE DECLARATION ARTICLE XI, SECTION 3 entitled, “Unit Owners’ Insurance,” in its entirety.

INSERT a new DECLARATION ARTICLE XI, SECTION 3 entitled, “Unit Owners’ Insurance.” Said new addition to the Declaration is:

Section 3. Unit Owners' Insurance. Each Unit owner will obtain property insurance on and will insure all portions and components of their Unit as defined in Article V, Section 2, and the Limited Common Elements appurtenant to and designated for the exclusive use of their Unit, which includes, but are not limited to, the following components:

- (a) the finished exterior surfaces of the perimeter walls,
- (b) the finished exterior of the roof, which includes the roofing shingles,
- (c) the Unit's ceiling and attic,
- (d) the Limited Common Element front walk,
- (e) the Limited Common Element 16 foot paved drive running from the edge of the payment to the Unit's attached garage,
- (f) the Limited Common Element porch and patio,
- (g) any wall coverings, paneling, drywall, or other finishing material applied to the floors, ceilings, and interior and perimeter walls,
- (h) all windows, screens, and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor,
- (i) all appliances, including built-in appliances, located within and serving only the Unit,
- (j) all plumbing, electric, heating, cooling and other utility service lines, pipes, wires, ducts, or conduits, located within the Unit boundaries and serving only the Unit,
- (k) all sinks, faucets, toilets, tubs, showers, and other fixtures located within the Unit boundaries and serving only the Unit,
- (l) all kitchen and bathroom cabinets,
- (m) all heating, air-conditioning, and ventilating fixtures and components, including the furnace and air-conditioner compressor or unit, serving only the Unit, wherever located,
- (n) all interior walls that are not necessary for the support of the structure and all components thereto and all space encompassed thereby,
- (o) any sump pump, if any, and all related components, that exclusively serve the Unit, and

(p) all betterments or improvements made by the Unit owner (or a prior owner of the Unit owner's Unit) wherever located on the Condominium Property.

The property insurance carried by each Unit owner will insure against loss by fire and other hazards and perils now or hereafter embraced by a special form policy with a maximum deductible as the Board may from time to time determine and provide notice of to the Unit owners. The Association will be named as an additional interest on the policy so that the Association will be provided notice if the policy is changed, cancelled, or not renewed. Each Unit owner will file a copy of the policy(ies), or other evidence of insurance as the Board may require, with the Association within 30 days of receipt of a request from the Association. Each Unit owner may further insure the personal contents of their Unit, as well as any other personal property, which they store elsewhere on the Condominium Property.

Unless the Unit owners elect not to restore the damaged property as provided for in Declaration Article XII, the Unit owner will restore their Unit, their Limited Common Elements, and including any improvement(s), and any other property the Unit owner is required to insure, at the Unit owner's sole expense, to the minimum standards as the Board may at any time and from time to time, in its sole discretion, establish. Unless the Board provides its written agreement to the Unit owner to provide for a longer time period for restoration, the Unit owner must complete the restoration within eight months after the damage or destruction. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents, and related fixtures, and equipment.

Each Unit owner will also obtain insurance against liability for events arising or related to their Unit and their Unit's designated Limited Common Elements.

Each Unit owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree that, in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located in or on the Condominium Property are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit owner, Occupant, or the Association, and the lessees of any one of them, as provided for in this Article XI, as amended, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees or invitees of any party, with respect to the damage or destruction and with respect to any loss resulting therefrom are waived to the extent of the insurance proceeds actually recovered.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment addressing the Association's and Unit owners' property insurance coverage requirements, liability insurance coverage, and restoration obligations. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any

challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.