

**PROPOSED AMENDMENT TO ARTICLE 14 OF THE
DECLARATION OF GABLES TERRACE CONDOMINIUM ENTITLED "INSURANCE"**

New language is indicated by underscored type.

Deleted language is indicated by ~~struck-through~~ type.

14. Insurance. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

14.1 Purchase, Custody and Payment.

...

- (f) Personal Property and Liability. Each Unit Owner shall, at their own expense, purchase and maintain an HO-6 or equivalent insurance coverage policy for personal property lying within the boundaries of their Unit, for the personal liability of the Unit Owner and his/her tenant(s), and for any other risks not otherwise insured in accordance herewith. Each Unit Owner and his/her tenant(s) shall provide the Association with a copy of a binder, a policy or other proof satisfactory to the Association of said insurance coverage naming the Association as a certificate holder and additional insured. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

- 14.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner or other occupant(s) or tenant(s) residing within a Unit due to accidents occurring within the Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual each Unit Owner, if such Owner so desires, in accordance with Section 14.1(f) of Article 14 of this Declaration, to purchase and pay for maintain insurance as to all such and other risks not covered by insurance carried by the Association.

- 14.12 Association's Remedies against Unit Owners. In the event that a Unit Owner fails to comply with Sections 14.1(f) and 14.8 of Article 14 of this Declaration, then the Association may take any action available to the Association to enforce these provisions, including but not limited to purchasing an insurance policy on behalf of the Unit Owner. The Unit Owner shall be liable to the Association for all expenses incurred by the Association in enforcing these provisions, including but not limited to all expenses incurred by the Association for purchasing and maintaining insurance coverage for a Unit on behalf of the Unit Owner. If the Unit Owner fails to reimburse the Association in full for such expenses, then the Association may take any action available to the Association to recover such expenses, including but not limited to imposing and enforcing an assessment against the Unit Owner pursuant to Article 11 and Article 13 of this Declaration. The Unit Owner shall be liable to the Association for all expenses incurred by the Association in any manner related to enforcing these provisions, including but not limited to all attorney's fees and costs incurred.