The Board of Directors

THE PRESERVE

Condominium at Indigo Run

Owner's Association

EXCERPTS FROM THE PRESERVE MASTER DEED
Paragraph FIVE - OWNER RESPONSIBILITY

5.5 BOUNARIES; GENERAL RULE (What you own)

2.b All lath, wallboard, tiles, paint, finished flooring, carpet, and any other materials constituting any part of the finished surfaces of the walls, floors, and ceilings which are the boundaries of a Villa, together with all telephones, and all built-in light fixtures, wires, service outlets, vent outlets, heating and cooling equipment and duct work, electrical switches, thermostats, toilet and other bathroom fixtures and any and all other similar mechanical or physical fixtures which are within the perimetric walls or ceilings and serving a single Villa or within the space above the ceiling and below the floor of the Villa or, in the case of the heating, air conditioning and ventilation system, located outside the Villa, are a part of the Villa.

2.d Any flue, duct, chase, conduit, bearing wall, bearing column, joists, rafters, and all other similar mechanical or physical fixtures except those designated in paragraph (b) above, whether or not it lies partially within and partially outside the designated boundaries of a Villa, is a Common Element.

OWNER RESPONSIBIITIES FOR MAINTENANCE AND REPAIR

a. While generally an Owner is responsible for the maintenance and repair of the area described above in Section 5.5 as being included in a Villa, notwithstanding the generality of the foregoing description of Villa boundaries, each Villa Owner shall also be responsible for maintenance and repair of the following, whether it shall be defined as within a Villa or not:

1. the doorways, windows, vents, and other structural elements in the walls, floors, and ceilings of the Villa which are regarded as enclosures of space;

2. the doors opening into the Villa and into any mechanical area integral to the Villa, including the frames, casings, hinges, handles, and other fixtures which are part of the doors;

3. the window glasses, screens, frames, wells, and casings which are part of the windows opening from the Villa;

4. the plumbing and mechanical vents which exclusively serve the Villa;

5. the appliances, air conditioning and heat pump units, (compressors, air handlers and condensers), water heaters, lavatories, bath tubs, toilets, carpeting, floor covering, flooring, trim, ceilings, walls, insulation, fireplace and other fixtures, furnishings, and building materials which are part of the Villa at the time of initial closing from Declarant to the Villa Owner, and any subsequent replacements thereof;

6. the screens, lattice work, partitions, railings, or balustrades bounding or enclosing any deck, walkways, porch or service area that is integral and exclusive to the Villa, and the concrete surface, and/or topping within any such area;

7. all pipes, wires, ducts, and other plumbing, mechanical, and electrical appurtenances which are integral and exclusive to the Villa, including lamps attached to the exterior of the Villa;

8. for the Hawthorne, Palmetto, Magnolia, Camellia, and Cypress Villa Type, the Owner's garage (single(s) or double) on the ground level which constitutes a part of the Villa; and

9. any damage to the Villa itself or to a contiguous (i.e. either adjacent, upstairs or downstairs) Villa caused by a negligent action or inaction within the Owner's Villa, which directly or indirectly causes damage to the other Villa or to the Villa itself.

b. Except in the event of an emergency situation, in the event that the Association determines that any Owner has failed or refused to discharge properly his obligations with respect to the maintenance, cleaning, repair, or replacement of items for which he is responsible under this Master Deed, then the Association shall give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement at such Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, cleaning, repair, or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days in which to complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide any such maintenance, cleaning, repair, or replacement at such Owner's sole cost and expense, and said cost shall be added to and become a part of the Assessment to which such Owner and his Villa are subject and shall become a lien against such Villa as provided herein.

USES OF VILLAS

b. The Declarant herein subjects the Regime to the further limitation and restriction that it shall be used and occupied for whole-time residential dwellings. Reference is made to Section 15 infra regarding prohibition of time-sharing plans and multiple ownership plans.

c. No Villa Owner shall do, suffer, or permit to be done, anything in his Villa which would impair the soundness or safety of the Regime, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Villas, or which would require any alteration of or addition to any of the Common Elements to be in compliance with any applicable law or regulation, or which would otherwise be in violation of law.

d. In case of any emergency originating in or threatening any Villa, regardless of whether the Owner or his tenant, if any, is present at the time of such emergency, the Association's Board of Directors and all managerial personnel shall have the right to enter such Villa for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Owner of each Villa, if required by the Association, shall deposit under the control of the Association a key to such Villa.