

therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

9.9. Rules and Regulations.

9.9.1. Generally. Prior to Community Completion Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and Promenade at Tradition. The Common Areas shall be used in accordance with this Declaration and the Rules and Regulations promulgated hereunder.

9.9.2. Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Developer or to any property owned by Developer and shall not be applied in a manner which would adversely affect the interests of the Developer. Without limiting the foregoing, Developer, and/or its assigns, shall have the right to: (i) develop and construct Homes, Common Areas, and related improvements within Promenade at Tradition, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Promenade at Tradition, general office and construction operations within Promenade at Tradition; (iii) place, erect or construct portable, temporary or accessory buildings or structures within Promenade at Tradition for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Promenade at Tradition; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Promenade at Tradition owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of Promenade at Tradition including, without limitation, Homes; (vi) store fill within Promenade at Tradition and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Promenade at Tradition and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Promenade at Tradition.

9.10. Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.11. Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts (or others) for lighting, roads, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of Saint Lucie County and all other applicable governing entities having jurisdiction with respect to the same.

9.12. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

10. Maintenance by Association.

10.1. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times operate, maintain, repair, replace and insure the Common Areas, including all improvements placed thereon and shall maintain, repair and replace all grassed, landscaped, paved, sidewalk or other open areas owned by or dedicated to or forming part of the common elements of,

any Neighborhood Association. The Owners have the right to enforce, by appropriate legal means, the Association's duty to maintain, repair, replace and insure the Common Areas, including without limitation the Surface Water Management System and all easements and rights-of-way.

10.2. Surface Water Management System. Association acknowledges that the Surface Water Management System within the Common Areas is owned by Association. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System, in a manner which complies with any Permit respecting the same, if any, or any additional permit. The costs of the operation and maintenance of the Surface Water Management System is part of the Operating Costs of Association and each Owner shall pay Assessments which shall include a pro rata share of such costs.

10.3. Irrigation. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of a Neighborhood Association, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

10.4. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or Neighborhood Association, or persons utilizing the Common Areas, through or under an Owner or a Neighborhood Association, shall be borne solely by such Owner or Neighborhood Association, and, with respect to Owners, the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

10.5. Right of Entry. Developer and Association are granted a perpetual and irrevocable easement over, under and across Promenade at Tradition for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Promenade at Tradition if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.6. Maintenance of Property Owned by Others. Association shall, if designated by Developer by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Developer upon areas which are within or outside of Promenade at Tradition and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Promenade at Tradition. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. Without limiting the foregoing, Association shall maintain, repair, and replace offsite drainage improvements as required by the Title Documents or other documents between Developer and all applicable governmental entities, including mowing and spraying for weeds.

## 11. Use Restrictions.

11.1. Disputes as to Use. If there is any dispute as to whether the use of any portion of Promenade at Tradition complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

11.2. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

11.3. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion of a Home may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to the appropriate Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be for less than six (6) months.

11.4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any portion of Promenade at Tradition. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Promenade at Tradition shall be the same as the responsibility for maintenance and repair of the property concerned.

11.5. Maintenance by Owners and Neighborhood Associations. Any property, structures, improvements, fences, and appurtenances which are required to be maintained by an Owner or by a Neighborhood Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Promenade at Tradition.

11.5.1. Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

11.6. Drainage System. Once a drainage system or drainage facilities are installed by Developer, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the roots of a tree within the boundaries of a Home affect pipes or other drainage facilities within another Home, the Owner of the affected Home shall be solely responsible for the removal of the roots within the boundaries of his or her Home. Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

11.7. Waterways. Neither any Owner nor any Neighborhood Association may utilize any waterways which may be adjacent to, but outside the boundaries of Promenade at Tradition, to irrigate. Developer or Association may use such waterways to irrigate Common Areas, subject to having received all necessary governmental approvals for such activity. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer and Association shall have the right to use one or more pumps to remove water from waterbodies for irrigation purposes at all times, if all necessary governmental approvals for such use have been received.

11.8. Swimming and Boating Prohibited. Swimming and boating in any part of waterways adjacent to Promenade at Tradition is expressly prohibited.

11.9. Subdivision and Regulation of Land. No portion of any Home or any portion of Promenade at Tradition shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Promenade at Tradition, without the prior written approval of Developer, which may be granted or deemed in its sole discretion.

11.10. Alterations and Additions. No material alteration, addition or modification to any portion of Promenade at Tradition, including a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.11. Signs. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of Promenade at Tradition or any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.12. Roofs and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC.

11.13. Paint. Homes shall be repainted within forty-five (45) days of notice by the ACC.

11.14. Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Accordion and roll-up style hurricane shutters may be left closed during hurricane season (and not at any other time). Panel style hurricane shutters may be installed up to 48 hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed within a reasonable time after a storm.

11.15. Wall Units. No window air conditioning unit may be installed in any window in a Home.

11.16. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

11.17. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or other portion of Promenade at Tradition without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Lots, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Developer shall have the option to install Telecommunication Services equipment without ACC approval.

11.18. Pools. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval of the ACC as set forth in this Declaration. All pools shall be adequately maintained and chlorinated. Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

11.19. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies.

11.20. Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent lot).

11.21. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Promenade at Tradition, change the level of the land within any portion of Promenade at Tradition, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Promenade at Tradition. Owners may place additional plants, shrubs, or trees within any portion of Promenade at Tradition only with the prior approval of the ACC.

11.22. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof or, if the Home is a condominium unit, the Neighborhood Association within which it is located, shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

11.23. Animals. No animals of any kind shall be raised, bred or kept within Promenade at Tradition for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by City of Port St. Lucie ordinances and in accordance with the applicable Neighborhood Declaration and the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. No pets are permitted under any circumstances in the recreational facilities of the Common Areas. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Promenade at Tradition designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

11.24. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Promenade at Tradition is permitted. No firearms shall be discharged within Promenade at Tradition. Nothing shall be done or kept within the Common Areas, or any other portion of Promenade at Tradition, including a Home, which will increase the rate of insurance to be paid by Association.

11.25. Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Promenade at Tradition. Developer and Association shall not be responsible for any use of the facilities by anyone, including minors.

11.26. Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, a Home, or any other portion of Promenade at Tradition, which is unsightly or which interferes with the comfort and convenience of others.

11.27. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefor shall conform to the requirements of this Declaration.

11.28. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home.

11.29. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, clothesline, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

11.30. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor engaged by the Association.

11.31. Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

11.32. Parking. Owners shall park only in their assigned spaces and guests or visitors shall use only spaces designated for such purpose. No on-street parking of motor vehicles shall be permitted. No vehicle which cannot operate on its own power shall remain within Promenade at Tradition for more than 48 hours. No repair, except emergency repair, of vehicles shall be made within Promenade at Tradition. No commercial vehicle, recreational vehicle, truck with a camper top, boat or camper, may be kept within Promenade at Tradition. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (e.g., Broncos, Blazers, Explorers, etc.) up to 19 feet long or clean "non-working" vehicles such as pick-up trucks or vans not in excess of 3/4 ton capacity if they are used by the Owner on a daily basis for normal transportation. Commercial vehicles for deliveries or service calls shall park only in spaces designated for such purposes. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Common Areas, or any other Promenade at Tradition facility.

11.33. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Promenade at Tradition.

11.34. Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Promenade at Tradition or within any Home, except those which are required for normal household use.

11.35. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Such firm or individual shall contact Association for permission to install or remove approved hurricane shutters or enclosures. Association shall have no responsibility of any nature relating to any unoccupied Home.

11.36. Commercial Activity. Except for normal construction activity, administrative offices of Developer or Builders, sale and re-sale of a Home, and sale and re-sale of other property owned by Developer no commercial or business activity shall be conducted in any Home within Promenade at Tradition. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Promenade at Tradition. No solicitors of a commercial nature shall be allowed within

Promenade at Tradition, without the prior written consent of Association. No garage sales are permitted except as permitted by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any sales without the prior written consent of Developer.

11.37. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Promenade at Tradition. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED AND THAT AN INJUNCTION OR OTHER APPROPRIATE LEGAL REMEDIES AS TO SUCH ACTIVITIES MAY BE SOUGHT BY DEVELOPER, ASSOCIATION OR ANY OWNER WITHOUT DELAY OR ADVANCE NOTICE.

11.38. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot or Home, unless approved by the ACC.

11.39. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Promenade at Tradition without the prior written approval of the ACC.

11.40. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Promenade at Tradition without the prior written approval of the Association.

11.41. Fencing. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed.

11.42. Septic Tanks. Pursuant to the Title Documents, septic tanks are prohibited.

12. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon Home by reason of original construction by Developer, then an easement for such encroachment shall exist as long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. In addition, the footers and other supporting features for party walls will protrude underneath adjacent Homes. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

13. Insurance. Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

13.1. Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

13.2. Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

13.3. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

13.4. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

13.5. Homes.

13.5.1. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home except to the extent that Homes are condominium units, in which case applicable insurance coverage for the buildings containing such Homes shall be maintained by the appropriate Neighborhood Association, the insurance and repair provisions of the applicable Neighborhood Declaration will control and references in this Section to the Owner's obligation shall be interpreted to mean the obligation of the Neighborhood Association. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each