

**GRAND OAKS MASTER ASSOCIATION, INC.**

**PROPOSED AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND  
COVENANTS FOR GRAND OAKS**

*(Deletions are shown by strike-throughs to the text. Additions to the text are underlined.)*

**PROPOSED AMENDMENT #1:**

Subsection 11.6 of the Declaration is proposed to be amended and revised as follows:

11.6. Driveway and Sidewalk Easement. Each Owner shall be responsible to repair : (i) any damage to a driveway which comprises part of a Home; (ii) any damage to a sidewalk or portion thereof that is located on the Owner's Lot and not part of the Common Areas; and (iii) any damage caused by the Owner or the Owner's guests, tenants, family members, agents, contractors or invitees, to the sidewalk that is part of the Common Areas, including, without limitation, damage (excluding only normal surface wear and including, without limitation, cracks, breaks, gaps or fissures) caused by vehicles crossing over portions of the sidewalk as part of a driveway or to access a driveway, Home or Lot (such portions of the sidewalk being used as part of a driveway or access way being referred to herein as the "Driveway Sidewalk"). ~~and the sidewalk abutting the front Lot of the Home, including, but not limited to, any~~ For the purpose of determining the obligation for repair and maintenance, the apron area of the driveway which begins at and contains the curb cut for access to the street and continues up to the Driveway Sidewalk (the "Apron") shall be deemed to be part of the driveway which shall be maintained and repaired by the Owner of the Lot or Home served by same. The Association shall have the right but not the obligation to maintain and repair all or any portion of the driveway Apron and charge the cost of same to the Owner required to repair and maintain same. Pursuant to Section 9.6 of this Declaration, the Association shall be responsible for normal maintenance, resurfacing and inspection of the Common Area sidewalks, including, without limitation, portions of any sidewalk being used as a Driveway Sidewalk but specifically excluding the driveway Apron and driveway which comprises part of a Home or Lot. Any damage caused by Association or by the holder of any easement over which such driveway or ~~sidewalk~~ Driveway Sidewalk or driveway Apron is constructed - shall be promptly repaired (at such Owner's sole cost and expense) by the Owner of the Lot which uses the driveway or Driveway Sidewalk or driveway Apron to access the driveway, Lot or Home. All other portions of the Common Area sidewalk that are damaged by the Association or by the holder of any easement over which the Common Area sidewalk is placed shall be repaired by the Association pursuant to Section 9.6 of the Declaration, unless the easement holder or another person or entity is obligated to make such repairs. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk or Driveway Sidewalk or driveway Apron in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.