

**9.4 Insurance.** The Master Association may maintain insurance against liability incurred as a result of death or injury to Persons or damage to property on the Association Maintained Areas, including the Master Common Areas, directors and officers liability insurance, and/or such other insurance as the Board determines appropriate with the amount and type of coverage to be determined by the Board.

**ARTICLE 10**  
**CLAIM AND DISPUTE RESOLUTION/LEGAL ACTIONS**

It is intended that the Master Common Areas, each Lot, and all Improvements constructed on the Property will be constructed in compliance with all applicable building codes and ordinances and that all Improvements will be of quality that is consistent with good construction and development practices in the area where the Property is located for housing similar to that constructed within the Property. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and the responsibility therefor. It is intended that all disputes and claims regarding Alleged Defects will be resolved amicably, without the necessity of protracted and costly litigation. Accordingly, the Declarant, all Builders, the Master Association, the Board, and all Owners shall be bound by the following claim resolution procedures.

**10.1 Right to Cure Alleged Defect.** If a Claimant claims, contends, or alleges an Alleged Defect, the Declarant or the Builder against whom the claim has been made shall have the right to inspect, repair and/or replace such Alleged Defect as set forth herein.

**10.1.1 Notice of Alleged Defect.** Within twenty (20) days of the closing on a Lot purchased from a Builder, the Claimant shall notify the Builder of any Alleged Defect pursuant to the Builder's standard punch-list form. If a Claimant thereafter discovers or becomes aware of an Alleged Defect not noticeable to the average Person, Claimant shall give notice of the Alleged Defect to the Builder constructing the Improvements with respect to which the Alleged Defect relates. Such Notice to be provided within thirty (30) days after discovery thereof or within one (1) year after the Lot is sold to the original Owner, other than the Builder, whichever first occurs. With respect to an Alleged Defect with the Master Common Areas or any Improvements constructed by Declarant, notice must be provided within one (1) year after completion of construction of the Master Common Areas and/or Improvements, as applicable, and the conveyance of the Master Common Areas to the Master Association.

**10.1.2 Right to Enter, Inspect, Repair and/or Replace.** Within a reasonable time, but no longer than sixty (60) days after the receipt by Declarant and/or any Builder of a notice of an Alleged Defect, or the independent discovery of any Alleged Defect by any Builder or Declarant, the Declarant and/or Builder, as applicable, shall have the right, upon reasonable notice to the Claimant and during normal business hours, to enter onto or into the Master Common Area, any Lot, and/or any Improvements (including the Dwelling Unit of such Claimant) for the purposes of inspecting and/or conducting testing and, if deemed necessary by Declarant or the Builder, at its sole discretion, repairing and/or replacing such Alleged Defect. In conducting such inspection, testing,