

Section 7.5. Resubdivision and Rezoning

- (1) Restriction on Further Subdivision. No Lot other than those which are owned by Lake Holiday LLC in Sections, 9, 11 and 12 of the Submitted Land shall be further subdivided or separated into smaller Lots, nor existing Lots consolidated by any Owner without the prior written approval of the Board of Directors and without any required approvals by the Mortgagees of the affected Lots and the appropriate governmental authorities. If two Owners wish to adjust the boundary line between their Lots, the Association may approve a re-subdivision or boundary line adjustment that does not increase the number of Lots or dwelling units permitted, as the case may be. Any open space parcel shall be conveyed to the Association or be part of the common area of a Sub-association. Lake Holiday LLC may re-subdivide its Lots in Sections 9, 11 and 12 of the Submitted Land at its sole discretion; provided, however, that the total number of Lots remaining after the re-subdivision shall not be increased without the prior written approval of the Board of Directors. Prior to such implementation by Lake Holiday LLC, the Board of Directors shall also be informed of any re-subdivision. This provision shall not require the approval of the Board of Directors for deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.
- (2) Restriction on Rezoning. No Owner shall seek to rezone such Owner's Lot without the prior written approval of the Board of Directors.

Section 7.6. Disclaimer of Liability

- (1) Bailee. The Board of Directors, the Association and any Owner shall not be considered a bailee of any personal property stored or placed on the Common Property (including property located in vehicles parked on the Common Property), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.
- (2) Operational. The Association shall not be liable, except in cases of Association negligence or direct responsibility, for any failure of services obtained by the Association or paid for as a Common Expense, or for personal injury or property damage caused by the elements or by any Owner, or any other Person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Submitted Land or from any pipe, drain, conduit, appliance or equipment, or any secondary or consequential damages of any type. No diminution, offset or abatement of any Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Submitted Land by the Association or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any governmental authority. This section is not intended nor shall it be construed to relieve any insurer of its contractual obligations under any policy benefiting the Association or an Owner.