

faith actions beyond the scope of their respective authorities. Such insurance coverage may include cross liability claims of one or more insured parties against other insured parties; and

(11) Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Property. Each Unit Owner shall be further responsible for obtaining insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

If the Unit Owner does not purchase or produce evidence of insurance requested by the Board, the Board may purchase the insurance coverage and charge the premium cost back to the Unit Owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

(c) The services of any person or firm employed by the Board;

(d) Elevator maintenance, landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of the doors and windows appurtenant thereto, which Owner shall paint, clean, decorate, maintain and repair), and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements;

(e) Any other materials, supplies, equipment, furniture, labor, services, maintenance, repairs, structural alterations, insurance charges, or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the property as first class apartment buildings, or for enforcement of the provisions of this Declaration; and

(f) Any amount necessary to discharge any mechanic's lien, or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Owners.

**6.9 Waiver of Claims.** Each Unit Owner hereby waives and releases any and all claims which he or any subrogee, or any other Person claiming under him may have against any other Unit Owner, the Association, its officers, members of the Board, its beneficiaries and