

Section 7: Maintenance and Repairs

Responsibility for the maintenance, repair and replacement of the Condominium Property is as follows:

7.1 Common Elements. Except as otherwise provided in this Declaration, **the Association** shall manage, maintain, repair and replace, all of the Common Elements as defined herein, including, but not limited to, the following:

- (a) electrical wiring up to the circuit breaker panel within or serving each Unit;
- (b) water pipes up to the individual Unit cut-off valve within or serving the Unit;
- (c) cable television lines up to the wall outlets in the Unit;
- (d) air-conditioning condensation drain lines, up to the point where they enter the Unit;
- (e) sewer lines, up to the point where they enter the Unit;
- (f) all installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, For the furnishing of utilities to more than one Unit or the Common Elements;
- (g) the exterior surface of the main entrance doors to the Units;
- (h) all exterior Building walls, including painting, waterproofing, and caulking;
- (i) all landscaping, lawn and grass areas and sprinkler systems within the Condominium Property;
- (j) any and all gates, walls and fencing located on the Condominium Property;
- (k) any parking areas and all trash receptacle areas located on the Condominium Properly;
- (l) any and all buffer zones as described in the Development Order;
- (m) all retention ponds and facilities contained within the Condominium Property;
- (n) any and all street lighting systems which serve more than one Unit; and
- (o) any and all limited access systems which serve more than one Unit.

All incidental damage caused to a Unit or a Limited Common Element by work performed or ordered to be performed by the Association shall be promptly repaired by and at the, expense of the Association, which shall restore the Unit or the Limited Common Element as nearly as practical to its condition before the damage, and the cost shall be a Common Expense, except the Association shall not be responsible for the damage to any alteration or addition to the Limited Common Elements made by a Unit Owner or his predecessor in title or for damage to paint, wallpaper, paneling, flooring or carpet which, of necessity, must be cut or removed to gain access to work areas located behind them. The Association shall not perform such maintenance required of a Unit Owner who utilizes portions of the Limited Common Elements appurtenant to such Unit in accordance with Section 3.3 herein or as otherwise contemplated herein. The costs of such maintenance activities shall be Common Expenses for which Assessments shall be levied in accordance with Sections 1 3 and 14 hereof.

7.2 Units. The responsibility for maintenance, repair and replacement within the Units shall be shared by the Association and the Unit Owners as Follows:

(a) By the Association. The Association shall be responsible For maintaining, repairing and replacing all load-bearing walls contained with the Unit except for the finished surfaces thereof. The cost of such maintenance shall constitute a Common Expense.

(b) By **the Unit Owner**. Each Unit Owner shall maintain, repair and replace everything within the confines of or deemed to be a part of the Owner's Unit, including the permitted improvements, which is not to be maintained by the Association pursuant to subparagraph (b)(i) of this section, including, but not limited to:

- (i) All exterior doors, windows and screens of any permitted improvement; provided, however, that the painting of the exterior doors shall be a Common Expense, which surfaces shall be maintained in such manner as to preserve a uniform appearance among the Units of the Condominium;
- (ii) Paint finish, covering, wallpaper and decoration of all interior walls, floors and ceilings;
- (iii) All built-in shelves, cabinets, counters, storage areas and closets;
- (iv) Any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within and serving the Unit;
- (v) All bathroom Fixtures, equipment and apparatuses;

- (vi) All electrical, plumbing, telephone and television fixtures, apparatuses, equipment, outlets, switches, wires, pipes and conduits above the concrete slab serving only the respective Unit, and all electric lines between the Unit and its individual service panel or meter;
- (vii) All interior doors, non-load-bearing walls, partitions, and room dividers;
- (viii) All Furniture, furnishings and personal property contained within the respective Unit; and
- (ix) All other maintenance or repair of or replacements involving a Unit as contemplated and authorized hereunder.