

ARTICLE VIII

Maintenance

Section 8.01. Association Maintenance and Repair.

(a) Maintenance. Except as otherwise provided in this Declaration, including Section 8.02, the Association shall maintain, repair, replace, restore, operate and manage all of the Common Area, including Project Common Area and Phase Common Area, and Common Facilities as more particularly set forth in this Section 8.01. Maintenance shall include (without limitation): Painting, maintaining, cleaning, repairing and replacing of the Common Area, including landscaping (except in the Exclusive Use Common Area to the extent not provided in Subsection (d) of this Section 8.01), parking areas and recreational facilities.

(b) Termites. The Association shall have the Common Area periodically inspected for termites and shall take appropriate corrective measures therefor. The Association shall be responsible for repair and maintenance of the Common Area occasioned by the presence of wood-destroying pests or organisms. The cost of temporary relocation during the repair and maintenance of the Common Area shall be borne by the Owner of the Unit or Units affected by such repair and maintenance. The Association may cause the temporary, summary removal of any occupant of a Unit, for such periods and at such times as may be necessary for prompt, effective treatment of wood-destroying pests or organisms, as more particularly provided in Civil Code Section 1364(d).

(c) Owner Damage. The financial responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of, or caused by, the willful or negligent act or neglect of an Owner, or the Owner's guests, Tenants or invitees. The cost of such repair or replacement shall be the responsibility of such Owner. The cost thereof shall constitute a Special Assessment chargeable to such Condominium and shall be payable to the Association by the Owner of such Condominium as a Special Individual Assessment, as provided in Article VI, Section 6.04(a)(2) of this Declaration.

(d) Exclusive Use Common Area. The Association shall be solely responsible for repair and replacement of carports, patios and Balconies, and shall be solely responsible for painting of exterior surfaces of carports, patios and Balconies. The Association shall not be responsible for maintenance, repair or replacement of exterior glass surfaces. The Association shall be responsible for finishing of the exterior surface of the front door.

(e) Fire Sprinklers and Heat Detectors. The Association shall be solely responsible for maintenance, repair and replacement of heat detectors, smoke detectors and the fire sprinkler system, wherever located on the Properties.

Section 8.02. Owner Maintenance and Repair

(a) Interior Unit Maintenance and Improvements. Except for the maintenance, repair and replacement of certain components of the Properties which the Association is required to provide under Section 8.01 of this Declaration, each Unit Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Unit, keeping the same in good condition. Without limiting the foregoing:

- (1) Interior Finishes. Each Owner shall have the exclusive right and duty to paint, plaster, panel, tile, wax, carpet, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, and doors bounding the Owner's Unit, regardless of the origin or cause of the interior damage, excepting only damage originating in the Common Area due to the negligence of the Association, which shall be the financial responsibility of the Association. However, in no event shall the liability of the Association exceed the value of interior finishes, including wall and floor coverings of the type installed by the original developer, excluding upgrades.
- (2) Windows. Each Owner shall also be responsible for repair, replacement and cleaning of the following building components: interior and exterior glass, and window screens.
- (3) Doors. Each Owner shall be responsible for the maintenance, repair and replacement of Unit entry doors, except the painting of the exterior thereof, which shall be the responsibility of the Association. Each Owner shall be solely responsible for maintenance, repair and replacement of all door locks, openers and hardware.
- (4) The replacement of any exterior door, screen door or window screen is subject to the Architectural Standards, and written approval of the Board pursuant to Article IX of this Declaration.

(5) **Interior Components.** Each Owner shall bear the cost of maintenance, repair and replacement of the following items within or serving such Owner's Unit: sheetrock on nonbearing walls; interior surfaces of all perimeter and interior walls, ceilings and floors (including carpeting, tile, wallpaper, paint or other covering); garbage disposals, hot water heaters solely serving such Unit, ranges, refrigerators, dishwashers, light fixtures, and any and all other appliances of any nature whatsoever; heating, ventilating and air-conditioning equipment servicing such Unit (although such equipment may be located in part outside such Unit); interior doors, including all hardware thereon; light bulbs; all electrical equipment and components within the boundaries of the Unit; all plumbing and plumbing fixtures of any nature whatsoever within the boundaries of the Unit; "built-in" features; and decorative features, and all furniture and furnishings. However, no Owner may install any appliance which requires a change in the electrical, mechanical or plumbing systems of the Condominium project, without written application to and written approval by the Board of Directors in accordance with Article IX of this Declaration.

(6) In the event an Owner fails to maintain the interior of the Owners' Unit or the Owner's Exclusive Use Common Area in a manner which the Board deems necessary to preserve the appearance and value of the Property, the Board may notify Owner of the work required and request it be done within thirty (30) days from the giving of such notice. In the event the Owner fails to carry out such maintenance within said period, the Board may cause such work to be done and may recover the cost thereof from such Owner, and, if necessary impose a Special Individual Assessment against the Owner's Condominium for the amount thereof.

(7) No Condominium Owner shall undertake any action or work that will impair the structural soundness or integrity of the Owner's or another Unit or impair any easement or estate, or do any act or allow any condition to exist which will adversely affect the other Condominiums or their Owners.