## MAINTENANCE AND REPAIR CONTRACTS BY ASSOCIATION

- A. Responsibility of Association. Except as specifically provided to the contrary herein, the Association shall maintain, repair and replace, at its expense, all parts of the common area and facilities and limited common areas and facilities, whether located inside or outside of a Unit, the cost of which shall be charged to the Unit owners as a common expense, subject to the provisions of Section B of this paragraph. The Association shall have the irrevocable right, to be exercised by the Board of Directors, to have access to each condominium unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the common area and facilities and/or limited common area and facilities therein or accessible therefrom, or for making emergency repairs therein, necessary to prevent damage to the common area and facilities, limited common area and facilities or to other units.
- B. Responsibility of Owner. In the event that the Board of Directors of the Association should determine that the need for maintenance or repairs by the Association as provided for in Paragraph A above of this Article is caused through the wilful or negligent act of an owner, his family, guests or invitees, the cost of which is not covered or paid for by insurance, then the cost, both direct and indirect, of such maintenance or repairs shall be added to and become a part of the assessment to which such owner and his unit is subject. Each owner shall maintain, repair and replace at his own expense all portions of his Unit which may become in need thereof, including the heating and air conditioning system for each Unit, all bathroom and kitchen fixtures and

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