

so damaged. All such maintenance, repair and replacement shall be subject to all of the requirements and shall be performed in accordance with the standards of all governmental bodies or agencies having jurisdiction.

2. No owner shall paint or otherwise decorate, or change the appearance of, any portion of the exterior of the unit except as provided in this Declaration or the By-Laws of the Association.

3. No owner shall make any alteration or addition to, or service any parts of, or do any work which would jeopardize the safety or soundness of, any portion of the unit contributing to the support of the unit, which supporting portions shall include but not be limited to the outside walls of the unit and any load-bearing walls or columns within or without the unit.

4. No owner shall be required or authorized to repair, reconstruct or rebuild all or any part of his unit under any circumstances in which the responsibility for such repair, reconstruction or rebuilding is specifically placed upon the Association under other paragraphs of this Declaration.

5. Notwithstanding anything to the contrary contained in this Declaration, and for the benefit of the unit owners as a group, the Association may, but is not required to, do anything that an owner is required to do hereunder (including, without limitation, unit repair and window replacement):

- (a) in the discretion of the Manager, in the case of any emergency;
- (b) in the discretion of the Board of Directors, in the case of convenience for the Association; and
- (c) in the discretion of the Board of Directors, in the case that the owner fails to perform his duty.

Action by the Association under this subparagraph E.5 shall be at the cost and expense of the owner who will be assessed therefore by the Association.

IX.

COMMON AREA AND LIMITED COMMON AREA FACILITIES.

A. Ownership and use of the common area and limited common areas shall be governed by the following provisions:

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