

or co-owners is dependent upon the use and enjoyment of the General Common Elements and the Limited Common Elements in common with the co-owners of all other Units, and that it is in the interest of all co-owners of Units that the ownership of the General Common Elements and Limited Common Elements be retained in common by the co-owners of Units in the property, it is declared that the percentage of the undivided interest in the General Common Elements and Limited Common Elements appurtenant to each Unit shall remain undivided and no co-owner of any Unit shall bring or have any right to bring any action for partition or division.

X.

REPAIRS, MAINTENANCE AND IMPROVEMENTS

The Association shall maintain the exterior of the residences as follows: Paint (or stain), repair, replace and care for roofs, exterior building surfaces, stoop, steps, paint and caulking to outside window sills and window frames, paint for outside exterior doors except Association shall not be responsible for maintenance, repair or replacement of windows and doors. The Association shall provide maintenance for conduits, ducts, pipes, plumbing, wiring and other facilities for furnishing services and heating systems which are located within the Common Elements and Limited Common Elements or within any interior walls or walls bounding the Units, floors, ceiling or attic space. In the event the Association, through its Board of Directors, determines that the need for maintenance or repairs was caused through the willful or negligent act of a residence Owner, his lessee, guest or invitee, and not covered or paid for by insurance, the cost of such maintenance or repair shall be added to and be a part of the assessment to which the residence Owner is subject.

0549

4328 RV.2