

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, stoops, steps, paint and caulk to outside window sills and frames, paint for outside exterior doors, except Association shall not be responsible for maintenance, repair or replacement of windows and/or 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. Maintenance of a residence shall otherwise be the responsibility of a residence owner which shall include, but not be limited to, statements that follow:

Each residence owner shall have responsibility for the maintenance, repair and replacement where applicable for the following: heating and air conditioning units, condensers, refrigerators, stoves/ranges, dishwashers, disposals, toilets, sinks, bathtubs, showers, all pipes and valves not within floor or walls, carpet, floor covering, interior paint, wallpaper, paneling, light fixtures, windows, doors and any other appliances and fixtures within the unit.

Where in order to perform maintenance and to make repairs and replacements to his residence, it is reasonably necessary or practically desirable for the residence owner to go in or upon other residences or to do damage to other residences, he shall have that right, provided such is done with as little inconvenience to the residence owner or such other residence and provided further that all damage to such other residence is repaired and restored as quickly as possible at the sole expense of the