

heating and air conditioning units, condensers, stoves, dish-washers, disposals, toilets, sinks, bathtubs, showers, all pipes, and valves within the residence, carpet, floor covering, interior paint, wallpaper, paneling, wallboard, plasterboard, sheetrock, light fixtures, windows, including locks, handles, movable parts and frames, doors, including locks, knobs, handles and movable parts and frames, cabinets, and any other appliances and fixtures within the unit. All pipes, valves, wires and ducts surrounding a unit are the responsibility of the unit owner if said pipes, valves, wires and ducts service that unit. If they service more than one unit, the responsibility for their maintenance, repair and replacement shall be borne by the Association. Damage caused by wires or by leaks in pipes or valves servicing only the damaged unit shall be the responsibility of the unit owner. A unit owner shall be responsible for light receptacles and hose bibs servicing only his unit. A unit owner shall be responsible for glass breakage to and cleaning of the windows in his unit. A unit owner shall be responsible for painting, staining and caulking around any window or door in the event they are repaired or replaced other than in periodic repair or replacement on more than one unit. A unit owner shall be responsible for any modifications to the porches.

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 of 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 residence owner whose repair work made necessary such damage, and provided further that reasonable assurance and security for such repair and restoration is given by the repairing residence owner to the residence owner whose residence is to be 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 residence owner shall paint, stain, or otherwise decorate, or change the appearance of, any portion of the exterior of the residence except as provided in this Declaration or the By-Laws of the Association.

(3) No residence 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 residence contributing to the support of the residence, which supporting portions shall include but not be limited to the outside walls of the residence and any load-bearing walls or columns within or without the residence.

(4) No residence owner shall be required or authorized to repair, reconstruct or rebuild all or any part of his residence 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 residence owners as a group, the Association may, but is not required to, do anything that a residence owner is required to do hereunder (including, without limitation, residence repair and window replacement):

- (a) in the discretion of the Manager or Board of Directors, in the case of an 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 residence owner fails to perform his duty.

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