

## **ARTICLE VIII**

### **Maintenance, Alteration and Improvement**

#### **1. Definitions.** Certain terms used in this Article shall have a meaning as follows:

(a) "Maintenance" or "repair" shall mean the act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding and any similar work necessary to preserve a unit or property in its original completed condition,

(b) "Improvement" shall mean the addition of a new structure, element, or facility, other than a structure, element or facility otherwise provided for by this Declaration.

(c) Any dispute over the characterization of work within Section (a) or (b) above shall be conclusively decided by the Board of Directors of the Association.

#### **2. Maintenance by Association.**

(a) The Association shall maintain all common elements, whether limited or general, and shall make assessments therefore as a common expense except where maintenance has been specifically made the responsibility of each unit.

(b) The Association shall repair incidental damage caused to a unit during or as a result of maintenance by the Association and shall assess the cost thereof as a common expense.

(c) If a unit owner defaults on his/her responsibilities of maintenance, the Association shall assume such responsibilities and shall assess the costs thereof against the unit of such owner and such assessment shall be collectible as if it were an assessment for common expenses.

(d) The Association may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, re-building, conservation, restoration or similar work to more than one unit and the costs thereof may be, in the discretion of the Association, either assessed against each unit on which such costs were incurred or assessed against all units as a common expense according to the circumstances.

#### **3. Maintenance by Owner.**

(a) Each unit owner at his/her own expense shall maintain the interior, including the boundary surfaces, of such unit and its equipment; shall keep the interior in a clean and sanitary condition; shall do all redecorating, painting and other finishing which may at any time be necessary to maintain his/her unit; and shall be responsible for the maintenance and replacement of all fixtures and personalty including carpets, other floor coverings, furnishings, equipment, electrical and plumbing fixtures and the like, and appliances within such unit.

(b) The owner of each unit shall be responsible for maintaining and replacing the plumbing fixtures; the furnace and air conditioning unit, including the heating ducts; the electrical fixtures or portions thereof; and any and all utilities located within the boundaries of his/her unit. In addition, the owner of each unit shall be responsible for maintaining that portion of the HVAC unit serving that unit that may be located outside of his/her unit.

(c) The owner shall also, at his/her own expense, keep in a clean and sanitary condition his/her unit, and any patio or deck which is for the exclusive use of his/her unit. Neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles stored by the owner on such patio or deck. Any required maintenance or repair of any patio or deck shall be done by the Association but the cost thereof assessed to the unit owner to which the patio or deck is adjacent.

(d) The unit owner shall maintain, at his/her expense, any improvement or alteration made by him/her.

(e) The owner of each unit shall promptly report to the Association any defects or other maintenance needs which are the responsibility of the Association.

**4. Alterations or Improvements by Owner.** No unit owner shall make or permit to be made any structural alteration to the building without first obtaining written consent of the Board of Directors of the Association (which consent may be given by general rule or regulation). Prior to giving such consent, the Board shall determine the proper insurance of such improvement or other alteration, consider the effect of such improvement or alteration on insurance of other property of the regime, and shall arrange for the payment of the cost of any additional insurance thereby required with such unit owner. Alterations to the exterior of any building or common element shall not be made if, in the opinion of the Board of Directors of the Association, such alteration would be detrimental to the integrity or appearance of the regime as a whole. Unit owners shall do no act or work which will impair the structural soundness or integrity of the building, endanger the safety of the property, or impair any easement. The improvement or alteration of a unit shall cause no increase or decrease in the number of ownership interests appurtenant to such unit.

**5. Alterations or Improvements by the Association.** In the judgment of the Board of Directors of the Association, whenever the common elements shall require additions, alterations, or improvements costing in excess of Ten Thousand Dollars (\$10,000.00) and the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the costs thereof as a common charge. Any additions, alterations or improvements costing Ten Thousand Dollars (\$10,000.00) or less may be made by the Board of Directors without approval of unit owners, and the costs thereof shall constitute part of the common expenses.