

Property facilities and/or personal property in a good and workmanlike manner, in accordance with the original plans and specifications for the Common Property, or as the Common Property may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner and shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement.

6.2. Landscaping of Parcels.

The Association shall be responsible for the landscaping on the Parcels as set forth in this paragraph; provided, however, that neither Developer nor the Association shall be deemed a guarantor of such landscaping. Landscaping of the Parcels shall only include cutting and edging the grass and applying fertilizers and pesticides in the front and back yard of the Parcel and maintaining and trimming (**but not replacing**) any bushes located on the Parcel and maintaining and hedging any shrubs located on the Parcel and maintaining and operating the irrigation system. The landscaping costs shall be passed on to the Owners as a part of the Annual Assessments. No Owner may install any landscaping in the areas maintained by the Association without the prior written consent of the Association. Notwithstanding the foregoing, it shall be each Owner's responsibility and obligation to keep all parts of his or her Parcel free and clear of trash and debris. Further, in accordance with Section 3.2, if any Association-maintained landscaped areas within the Parcels are damaged or destroyed as a result of the negligence, misuse, error, act or the failure to act by an Owner or any of his guests, tenants, invitees, agents, employees, or family members, the Association may, in its sole and absolute discretion, either (i) repair the landscaped areas, with the cost of such repairs being the responsibility of that Owner as a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement or (ii) provide written notice to the Owner to repair the landscaped area, in which case the Owner shall immediately and at such Owner's sole cost and expense, perform exactly such repairs to the landscaped area as are required by the Association.

6.3. Buildings and Residences.

(A) **Association Obligations.** The Association is responsible for the following matters relating to the Initial Improvements located on the Parcels and relating to Improvements made to the Buildings and the Residences by the Developer or the Association:

(1) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, maintain and repair and replace the exterior of the Buildings (except as set forth in Section 6.3(BX2) and 6.3(BX4), including painting the exterior, paintable walls of each Building, repairing and replacing all portions of the siding of each Building, maintaining, repairing and replacing the roof of each Building and periodically cleaning the exterior portions of the Building. The Association shall undertake this responsibility to assure uniformity in exterior appearance of the Buildings. The cost of such maintenance, cleaning, painting, repairs and replacements shall be a Parcel Assessment (to the extent not funded by reserves collected and held by the Association), which Assessment shall be assessed equally between all of the Owners of the Building being repaired.

(2) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, repair and replace fences and sidewalks (but not walkways, driveways or patios) located on or within a Parcel. The Association shall undertake this responsibility to assure uniformity in exterior appearance of the Buildings. The cost of such repairs and replacements shall be a Parcel Assessment, which Assessment shall be assessed equally between all of the Owners of the Building being repaired.

(3) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, maintain, repair and replace all secondary wiring to the Building(s) from the transformer and also maintain meter boxes to the point of attachment to a Building. The cost of such maintenance, repairs and replacements shall be a Parcel Assessment, which Assessment shall be assessed equally between all of the Owners of a particular Building.

(4) The Association shall also be responsible for repairing all incidental damage caused to a Residence by reason of the repairs and replacements accomplished pursuant to the provisions of Section 6.3(A)(1) through 6.3(A)(3) above. The cost of such repairs and replacements shall be a Parcel Assessment, which Assessment shall be assessed equally between all of the Owners of the Building being repaired.

(5) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, clean leaves and other debris from the gutters and roofs of the Buildings.

(6) Notwithstanding the terms and conditions of Section 6.3(A)(1) through 6.3(A)(4) above, if any Parcel, Building or Residence is damaged or destroyed as a result of the negligence, misuse, error, act or the failure to act by an Owner or any of his guests, tenants, invitees, agents, employees, or family members, the Association may, in its sole and absolute discretion, either (i) repair the Parcel, Building or Residence, with the cost of such repairs being the sole responsibility of that Owner as a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement or (ii) provide written notice to the Owner to repair the affected Parcel, Building or Residence, in which case the Owner shall immediately and at such Owner's sole cost and expense, perform exactly such repairs to the Parcel, Building or Residence as are required by the Association.

(B) **Owner's Obligations.** Each Owner is responsible for the following matters relating to his or her Residence and Parcel:

(1) Each Owner shall maintain, repair and replace, at its sole cost and expense, all interior portions of its Residence contributing to the support of the Building, which portions shall include but not be limited to load-bearing columns and load-bearing walls. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

(2) In accordance with the terms and conditions of Section 6.3(A)(1) the Association is responsible for painting the Buildings, as deemed reasonably appropriate and necessary by the Board of Directors. If any Owner desires to paint all or a portion of the exterior of its Residence, then the Owner shall be subject to the terms and conditions of Article 8, including without limitation Section 8.16(P).

(3) Each Owner shall maintain (including periodic cleaning), repair and replace at its sole cost and expense, all windows, screens, doors (including sliding glass doors) and garage doors located on or attached to its Residence and to maintain repair and replace concrete walkways, driveways and patios located on any portion of its Parcel.

(4) Each Owner shall maintain, repair and replace at its sole cost and expense, all interior portions of the Residence (including without limitation carpeting, electrical fixtures and appliances in the Residences, non-supporting walls and partitions, all contents of the Residences and

built-in cabinets in the Residences), together with water heaters, air handlers, air compressors and the air conditioning and heating unit which services the Residence. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

(5) If an Owner purchases a Residence with a screen enclosed patio or is thereafter permitted by the ARB to enclose the patio, then the Owner shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the screen enclosed patio and all components of the patio **(excluding the roof)**.

(6) Each Owner shall maintain, repair and replace at its sole cost and expense, all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to the Residence and/or the security alarm system and fire alarm serving the Residence, whether such conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, security alarm system and fire alarm are located within the Residence or within the Building where the Residence is located. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

(7) Each Owner shall replace, at its sole cost and expense, light bulbs located on the front entrance and back entrance of the Residence and door bell light bulbs as they burn out, using a type and model of light bulb substantially similar to the light bulbs initially installed by the Developer or otherwise approved in advance by the ARB.

(8) In addition to other specified maintenance required herein, each Owner shall keep all parts of his Parcel, including the Residence, clean and free of debris, at such Owner's sole cost and expense and shall be responsible, at such Owner's sole cost and expense, for any desired pest and/or nuisance control in and around the Residence.

(9) All Owner maintenance, repair and replacement obligations shall (i) be done without disturbing the rights of any other Owners; (ii) be performed by each Owner at regular intervals as shall be necessary to keep the Parcel and the Residence in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that cannot be avoided by normal maintenance; and (iii) shall be of a design, quality specification and decor consistent with the Improvements located on the Property.

(10) Each Owner shall promptly report to the Association any defect or need for repairs or replacements for which the Association is responsible.

(11) Each Owner shall promptly perform any maintenance or repair requested by the Association. If an Owner fails to maintain his Parcel and his Residence as required herein or to perform any other maintenance required hereunder, the Association, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Parcel to correct, repair, restore, paint, maintain, and landscape any part of such Parcel or Residence: Such entry shall not be a trespass. The cost of such repairs or maintenance shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore.