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11. MAINTENANCE: LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that are required elsewhere herein to be maintained by the Unit owner). The cost is a common expense. The Association's responsibilities include without limitation:

- (A) All installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the common elements, including all electrical and associated fixtures from the mailbox to the exterior of the unit.
- (B) The exterior painting of the surface of the entrance or garage doors to the Unit.
- (C) Mailbox and post light excluding any damage by unit owner or others.
- (D) All exterior building walls.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and servicing only that Unit. Except as otherwise provided in Section 11.3(D) below, all incidental damage caused to a Unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any modification, installation, alteration or addition made by a Unit owner or his or her predecessor in title.

11.2 Unit Owner Maintenance. Each Unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and certain limited common elements. The owner's

responsibilities include, without limitation:

- (A) Maintenance, repair and replacement of screens, windows and window glass.
- (B) The main entrance door to the Unit and its interior surface (with the exception of the exterior surface).
- (C) All other doors within or affording access to the Unit.
- (D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit or serving only the Unit.
- (E) The circuit breaker panel and all electrical wiring going into the Unit from the outside transponder.
- (F) Appliances, water heaters, smoke alarms and vent fans.
- (G) All air conditioning, and heating equipment, thermostats, ducts and installations serving the Unit exclusively.
- (H) Carpeting and other floor coverings.
- (I) Door and window hardware, locks and weatherstripping.
- (J) Shower pans.
- (K) All water pipes from the individual supply shut-off valve and throughout the Unit.
- (L) Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.
- (M) All interior, partition walls which do not form part of the boundary of the Unit.
- (N) Driveways.

11.3 Other Unit Owners Responsibilities. The Unit owner shall have the following responsibilities:

- (A) Lanais. Where a limited common element consists of a lanai area (a/k/a patio or porch), the Unit owner who has the right to exclusive use of the lanai shall be responsible for the day-to-day cleaning and care and painting of the interior surfaces of the walls, floor and ceiling bounding said area. The owner shall also be responsible for any fixed glass and sliding glass doors in portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Unit owner shall be responsible for maintenance and repair of all screens. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building and the concrete slabs.

- (B) Interior Decorating. Each Unit owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating. If any floor covering must be removed in order for the Association to perform any of its maintenance, repair or replacement responsibilities the Association shall not be responsible for any damage caused thereto or cost of replacement thereof.
- (C) Window Coverings. The covering and appearance of windows and doors whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association.
- (D) Modifications and Alterations. If a Unit owner makes any modifications, alterations, installations or additions to his Unit or the common elements, the Unit owner and his successors in title shall be financially responsible for the maintenance, repair and replacement of the modifications, installations, alterations or additions, as well as the cost of repairing any damage to the common elements or other Units resulting from same, and any insurance that the owner obtains, in his discretion. Alterations, modifications, installations and additions to the Unit and common elements (including any limited common elements) must be approved by the Board of Directors. The Unit owner and his or her successor in title shall be responsible for the costs of removing and replacing or reinstalling such modifications, installations, alterations or additions if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the condominium property. In the event of conflict, the provisions of this paragraph shall control over the general provisions of Section 11.1 above.
- (E) Use of Licensed and Insured Contractors; Construction Lien Law. Whenever a Unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured and that the owner will be financially responsible for any resulting damage to persons or property. The Unit owner also agrees to comply with the requirements of Chapter 713, Florida Statutes and to indemnify the Association and its members from any construction liens which may attach to common elements and which are attributable to work performed by or for the benefit of the Unit owner. The Board may establish rules regarding contractor access to the condominium property including rules regarding work hours and may require a Unit owner to post a damage/cleaning deposit in advance of commencing any work.
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