

XX.

RIGHT OF ASSOCIATION TO MAKE ALTERATIONS AND IMPROVEMENTS AND TO RENDER ASSESSMENTS THEREFOR

The Association shall have the right to make or cause to be made alterations or improvements to the common elements and the recreation area, provided the making of such alterations and improvements is approved by the board of directors of said Association; provided, further, that the cost of such alterations or improvements shall be assessed as common expenses against, and collected from, all of the owners of condominium units subject to assessments as hereinafter set forth; and provided, further, that no such assessment shall be made with respect to a condominium unit where the first mortgagee has become the owner thereof through foreclosure or through the acceptance of a deed in lieu of foreclosure without the written consent of such mortgagee first had and obtained to the making of such assessment, for so long as such first mortgagee shall own any such condominium unit. Where any alterations or improvements are made exclusively or substantially exclusively for the benefit of the owner or owners of a condominium unit or units requesting same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the condominium unit or units requesting same, who are thus exclusively or substantially exclusively benefited, the assessment being levied in such proportion as may be determined by the board of directors of the Association. The cost of any repairs to the roof of the condominium building or any re-roofing thereof shall be a common expense to be assessed against and collected from all owners of condominium units. The Association will provide termite and pest control and the cost thereof shall be a common expense.

XXI.

MAINTENANCE AND REPAIRS BY OWNERS

Every owner shall (and must) keep and maintain his condominium unit, its equipment and appurtenances, including the screened patio, in good order, condition and repair and must perform promptly all maintenance and repair work within his condominium unit and the limited common elements appurtenant thereto which, if omitted, would affect the Condominium or other units, in whole or in part; and each owner, his successors and assigns, by the acceptance of a condominium deed from the Developer, expressly covenants and agrees to be responsible for such repair and maintenance and for the damages to the condominium property or to other condominium units which his failure so to do may cause. Notwithstanding any other provisions of this Declaration, the owner of each condominium unit shall be responsible and obligated for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including glass sliding doors, and all air conditioning and heating equipment, ovens, ranges, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and their connections, required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary services to his condominium unit, and which may now or hereafter be situated within his condominium unit. Each such owner shall further be responsible and obligated for the maintenance, repair and replacement of any and all wall, ceiling and floor interior surfaces, painting, decorating and furnishing and all other accessories which such owner may desire to place or maintain within his condominium unit. Wherever the need for maintenance, repair and replacement of any items which the owner of a condominium unit is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which is covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association, or by the Insurance Trustee hereinafter designated, shall be utilized and made available for the purpose of making such maintenance, repair or replacement; provided, however, that the owner of such condominium unit shall be, in such instance, required to pay such portion of the costs of such maintenance, repair and

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