


visitors and guests, and shall not be considered or construed as an easement or dedication to the public in general.

F. Easement for Unintentional and Non-negligent Encroachments. In the event that any Unit shall encroach upon any common property for any reason not caused by the purposeful or negligent act of the Unit Owner or Owners, or agents of such, an easement shall exist for the continuance of such encroachment onto the common property for so long as such encroachment shall naturally exist; and, in the event that any portion of the common property shall encroach upon any Unit, then an easement shall exist for the continuance of any encroachment of the common property into any Unit for so long as such encroachment shall naturally exist.

 G. Common Elements. The common elements include the land and all other parts of the condominium not within the Units, as well as all conduits, ducts, plumbing, wiring, and any other facilities for the furnishing of utility services that serve more than one (1) condominium Unit.

## ARTICLE V

### THE UNITS

The Units of the condominium are described more particularly and the rights and obligations of their Owners are established as follows:

A. Unit Numbers. The Units are numbered as shown on Exhibit "A," which is attached hereto.

B. Appurtenances to Units. The Owner of each Unit shall own a share and a certain interest in the condominium property, which share and interest are appurtenant to his Unit.

1. Common Elements and Common Surplus. The undivided share in the land and other common elements.

2. Limited Common Elements. The limited common elements are shown on Exhibit "A." Where the Limited Common Elements consists of a balcony or terrace, the Unit Owner who has the right to the exclusive use of said terrace or balcony shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said exterior balcony or terrace, and the fixed and/or sliding glass door(s) in the entrance way to said terrace or balcony, and the replacement of light bulbs on said terrace or balcony, and the wiring, electrical outlets and fixtures thereon, if any.

3. Association Membership. The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.


C. Liability for Common Expenses. Each Unit Owner shall be liable for a share of the common expenses as set out in Exhibit "B."


## ARTICLE VI

### MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvements shall be as follows:



A. Units.

 1. By the Association. The Association shall maintain, repair, and replace at the Association's expense:

 a. All portions of a Unit, contributing to the support of the buildings, which portions shall include but not be limited to the outside walls of the buildings, and all fixtures on its exterior, boundary walls of Units, floor and ceiling slabs, load-bearing columns, load-bearing walls, except the Association shall not be responsible for windows and window frames, sliding glass doors and frames, entrance doors and door frames, which are Unit Owner responsibilities as covered in paragraph 2(a) below.

 b. All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.

2. By the Unit Owner.

 a. It shall be the responsibility of each Unit Owner to maintain, repair and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association, including but not limited to built-in cabinets, air conditioning and heating units, including condensers and all appurtenances thereto wherever situated, and refrigerator, stove, fans, hot-water heater, dishwasher, and all other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and waterlines within the Unit, electric panels, electric wiring and electrical outlets and fixtures within the Unit, interior doors, windows, screening and glass, all exterior doors, except the painting of the exterior of exterior doors shall be a common expense of the Condominium, and pay for all his utilities i.e. electric, and telephone. An Owner is also responsible for the cost of repair, maintenance and replacement for any plumbing lines, water lines, ducts, pipes, wiring, conduits or vents, or other facilities for the furnishing of services to a single Unit  wherever located. Such work shall be accomplished by the Association and the Owner shall reimburse for the cost of the work. Where a Unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the Owner of said Unit. Each Unit Owner shall maintain, care for and preserve portions of the Limited Common Elements as provided in this Declaration. Such shall be done without disturbing the rights of other Unit Owners.