

- d. The exterior materials of the buildings, including roof shingles and gutters, foundations, and exterior wall materials, such as brick veneer, stucco, or siding, but not windows and doors.
- e. Paint on the exterior (outside) surface of garage doors.
- f. All other general and limited common elements the maintenance for which is not assigned to the owners.

8.2. **OWNER RESPONSIBILITY.** Every owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

- a. To maintain, repair, and replace his unit, including windows and doors.
- b. To landscape and maintain the fenced yard appurtenant to his unit.
- c. The routine cleaning of any patio, balcony, porch, or deck area of his unit.
- d. To keep the limited common elements appurtenant to his unit in a neat, clean, odorless, orderly, and attractive condition.
- e. To maintain, repair, and replace all portions of the Property for which he is responsible under this Declaration or by agreement with the Association.
- f. To not do any work or to fail to do any work which, in the reasonable opinion of the board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or real property right thereto.
- g. To be responsible for his own wilful or negligent acts and those of his or the resident's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement of common elements or the property of another owner.

8.3. **SHEETROCK.** Notwithstanding anything to the contrary in the Documents, the Association is not responsible for the repair and replacement of sheetrock in any unit, or for any surface treatments on the sheetrock, regardless of the source of damage and the availability of insurance. This provision is provided for the benefit of the Association and is warranted by the difficulty of scheduling interior sheetrock work and the possibility that the owner may not be satisfied with the quality or appearance of spot repairs.

8.4. **WARRANTY CLAIMS.** If the owner is the beneficiary of a warranty against major structural defects of the common elements, the owner irrevocably appoints the Association, acting through the board, as his attorney-in-fact to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty that pertains to common elements.

8.5. **OWNER'S DEFAULT IN MAINTENANCE.** If the board determines that an owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the owner is responsible, the board may give the owner written notice of the Association's intent to provide the necessary maintenance at owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the owner fails or refuses to timely perform the maintenance, the Association may do so at owner's expense, which is an individual assessment against the owner and his unit. In case of an emergency, however,