

6.4 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County.

6.5 Limitation. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance. The provisions of this paragraph may not be amended in any manner.

6.6 Procedure. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended, new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

Section 7: Maintenance and Repairs

Responsibility for the maintenance, repair and replacement of the Condominium Property is as follows:

7.1 Common Elements. Except as otherwise provided in this Declaration, the Association shall manage, maintain, repair and replace, all of the Common Elements as defined herein, including, but not limited to, the following:

- (a) electrical wiring up to the circuit breaker panel within or serving each Unit;
- (b) water pipes up to the individual Unit cut-off valve within or serving the Unit;
- (c) cable television lines up to the wall outlets in the Unit;
- (d) air-conditioning condensation drain lines, up to the point where they enter the Unit;
- (e) sewer lines, up to the point where they enter the Unit;
- (f) 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;
- (g) the exterior surface of the main entrance doors to the Units;
- (h) all exterior Building walls, including painting, waterproofing, and caulking;
- (i) all landscaping, lawn and grass areas and sprinkler systems within the Condominium Property;
- (j) any and all gates, walls and fencing located on the Condominium Property;
- (k) any parking areas and all trash receptacle areas located on the Condominium Property (provided, however, that the Association shall not have any maintenance responsibility in connection with the Limited Common Element garage area appurtenant to penthouse Units);

- (l) all buffer zones as described in the Development Order; and
- (m) any and all limited access systems which serve more than one Unit.

All incidental damage caused to a Unit or a Limited Common Element 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 Unit or the Limited Common Element 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 alteration or addition to the Common Elements made by a Unit Owner or his predecessor in title or for damage to paint, wallpaper, paneling, flooring or carpet which, of necessity, must be cut or removed to gain access to work areas located behind them. The Association shall not perform such maintenance required of a Unit Owner who utilizes portions of the Limited Common Elements appurtenant to such Unit in accordance with Section 3.3 herein or as otherwise contemplated herein. The costs of such maintenance activities shall be either General Common Expenses or Limited Common Expenses for which Assessments shall be levied in accordance with Sections 13 and 14 hereof.

7.2 Units. The responsibility for maintenance, repair and replacement within the Units shall be shared by the Association and the Unit Owners as follows:

(a) By the Association. The Association shall be responsible for maintaining, repairing and replacing all load-bearing walls contained within the Unit except for the finished surfaces thereof. The cost of such maintenance shall constitute a Common Expense.

(b) By the Unit Owner. Each Unit Owner shall maintain, repair and replace everything within the confines of or deemed to be a part of the Owner's Unit, including the permitted improvements, which is not to be maintained by the Association pursuant to subparagraph (b)(i) of this section, including, but not limited to:

(i) All exterior doors, windows and screens of any permitted improvement; provided, however, that the painting of the exterior doors shall be a Common Expense, which surfaces shall be maintained in such manner as to preserve a uniform appearance among the Units of the Condominium;

(ii) Paint finish, covering, wallpaper and decoration of all interior walls, floors and ceilings;

(iii) All built-in shelves, cabinets, counters, storage areas and closets;

(iv) Any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within and serving the Unit;

(v) All bathroom fixtures, equipment and apparatuses;

(vi) All electrical, plumbing, telephone and television fixtures, apparatuses, equipment, outlets, switches, wires, pipes and conduits above the concrete slab serving only the respective Unit, and all electric lines between the Unit and its individual service panel or meter;

(vii) All interior doors, non-load-bearing walls, partitions, and room dividers;

(viii) All furniture, furnishings and personal property contained within the respective Unit; and

(ix) All other maintenance or repair of or replacements involving a Unit as contemplated and authorized hereunder.

Section 8: Additions, Alterations or Improvements by the Association

Whenever, in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs