

the Board, an owner may be made to verify such condition of approval by written instrument acknowledged by such owner on behalf of himself and his successors-in-interest.

Section 5. Maintenance Responsibility.

(a) By the Owner. Each owner shall have the obligation to maintain and keep in good repair all portions of his unit and all glass surfaces and all doors, doorways, door and window frames, and all hardware that is part of the entry system of the unit, the air conditioning compressor serving the unit, all pipes, lines, ducts, conduits, or other apparatus which serve only the unit, whether located within or without a unit's boundaries (including all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the unit).

(b) By the Association. The Association shall maintain and keep in good repair as a common expense all of the Condominium property not required to be maintained and kept in good order by an owner. Except to the extent that insurance required to be maintained or maintained by the Association covers any damage or loss, the Association shall not be responsible for any maintenance or repair to the interior of any unit. The Association shall be responsible for all exterior surfaces except those listed in Section 5(a) of this Article VI, whether or not included within the boundaries of a unit or its limited common elements, unless the defect is the result of the owner's own conduct.

(c) Failure to Maintain. If the Board of Directors of the Association determines that: (i) any owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair, or replacement of items for which he or she is responsible hereunder, including a failure to maintain, repair, or replace a condition which may increase the possibility of fire or other loss or damage to the Condominium; or (ii) the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an owner, his or her family, guests, lessees, or invitees, then, in those events, the Association shall give the owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, repair, or replacement deemed necessary and the cost thereof. However, in an emergency situation, the Association may proceed immediately without notice. The owner shall have fifteen (15) days within which to pay to the Association the amounts claimed due. If any owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at