

and the Garage, are a part of the Unit notwithstanding their noncontiguity with the residential portions.

## **ARTICLE 5**

### **Limited Common Elements**

Section 5.1 – Limited Common Elements. The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

- (a) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, decks and all other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- (c) Stoops and steps at the entrances to each building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.
- (d) Heating, ventilating and air conditioning components and all electrical switches, television, telephone electrical receptacles and light switches serving one unit exclusively are Limited Common Elements of the Unit which they serve.
- (e) Storm windows, exterior windows, storm doors, exterior doors, slider doors, if any, shall be Limited Common Elements of the Unit which they serve.
- (f) Attic space above each Unit, the use of which is limited to the Unit beneath it.
- (g) Mail boxes and exterior lighting affixed to the building shall be Limited Common Elements allocated to the Unit served. Each Unit Owner shall be responsible for his or her mail box key.
- (h) Driveways and walks in front of Garages and/or Units, the use of which is limited to the Units to which they are assigned as shown on the Survey and Plans.
- (i) Basement storage and utility areas, the use of which is limited to the Unit or Units as shown on the Plans
- (j) Chimneys, the use of which are limited to the Unit in which their fireplace is located. In the event of a multiple flue Chimney, each flue shall be a Limited

Common Element of its Unit containing its fireplace, while the Chimney will be a Limited Common Element for both Units.

As to each of the foregoing, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners.

Section 5.2 – Expenses Allocated to Limited Common Elements. The Condominium Association shall be solely responsible, except as otherwise provided herein, for all costs and expenses associated with the care, maintenance and upkeep of Limited Common Elements allocated to the Unit owned by such Owner.

Each Unit Owner's responsibilities shall include all costs for the maintenance, repair and/or replacement of any exterior door, storm door, exterior window and storm window on any unit. Each Unit Owner shall be responsible for maintenance, repair and replacement of his or her garage door(s) and related mechanical system(s). Each Unit Owner shall be responsible for his or her mail box key.

Each Unit Owner shall be responsible for maintenance, repair and replacement of his or her attic spaces and decks.

Each Unit Owner shall be responsible for maintenance, repair and replacement of heating, ventilating and air conditioning components, and washer machine (clothes and dishes) hook-ups (hoses). Each Unit Owner shall be responsible for maintenance, repair and replacement of all electrical switches, television, telephone electrical receptacles and light switches serving one unit exclusively.

Each Unit Owner shall be responsible for maintenance, repair and replacement of any improvements, of any nature, within basement areas including responsibility of remediation of Radon, if any, in basement areas. Each Unit Owner shall be responsible for any personal property stored in basement areas.

The Association shall be responsible for fireplace inspections. Each Unit Owner shall be responsible for cleaning, maintenance, repair and replacement of fireplaces. The Association shall be responsible for maintenance, repair and replacement of Chimneys and flues.

In the event that a Limited Common Element is not maintained in conformance with the standards of the Common Interest Community, the Association, after notice and hearing, may repair, restore or maintain such Limited Common Element to the standards of the Common Interest Community. All expenses incurred by the Association shall be at the expense of the Unit Owner to which such Limited Common Element is allocated and shall be chargeable against the Unit as a Common Expense in accordance with this section.

If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

The maintenance of grounds in the Common Elements as well as the clearing of snow and ice from all front walks and front steps shall be performed by the Association and shall be a Common Expense which shall be allocated to the Units in accordance with each Unit's percentage of the Common Expense Liability. The care of plantings, flowers and shrubs in the Common Elements shall be performed by the Association and shall be a Common Expense which shall be allocated to the Units in accordance with each Unit's percentage of the Common Expense Liability.

Each Unit Owner shall be responsible for removing all snow, leaves and debris from all porches, patios, rear steps, rear stoops, terraces and balconies, if any, which are part of his or her Unit or a Limited Common Element allocated to his or her Unit.

The Association shall be responsible to clean dryer vents. The cost of same shall be assessed to the Unit Owners.

Section 5.3 – Easements to Limited Common Element. Each Unit Owner shall have a right to and an exclusive easement for the use of the Limited Common Element allocated to the Unit owned by such party. The Fee ownership of the Limited Common Elements, however, shall be vested in all of the Unit Owners.

Section 5.4 – Compliance with Maintenance Standards. Each Unit Owner shall be responsible to comply with all written maintenance standards of the Association in order to prevent damage to units, Limited Common Elements, or Common Elements. Written maintenance standards may be established and amended from time to time by the Executive Board.

## **ARTICLE 6 Maintenance, Repair and Replacement**

Section 6.1 – Common Elements. The Association shall maintain, repair and replace all of the Common Elements except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

Section 6.2 – Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portion to be maintained, repaired or replaced by the Association.

Section 6.3 – Limited Common Elements. Notwithstanding the provisions of Section 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios and decks, which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is

appurtenant to two or more Units, the owners of those Units will be jointly responsible for such removal. In addition, each Unit Owner shall be responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article 5 subsections 5.1(d). Each Unit Owner shall be responsible for the maintenance, repair and replacement of other Limited Common Elements as set forth in Article 5, Subsection 5.2.

Section 6.4 – Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, for the purpose of performing installations, alterations or repairs and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry to a Unit or Limited Common Element are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. Such right of access may be exercised during winter months without Unit Owner notice if there is reason to believe a unit is not occupied in order to make certain heat is being maintained in the unit. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If a Unit Owner fails to permit routine access to a Unit as reasonably requested by the Association, the Association may seek a court order to allow access to the unit without the Unit Owner's consent. In such case, any cost and attorney's fee of obtaining such court order shall be assessed to the Unit Owner's account. If a Unit is damaged as a result of access obtained under this Section, the Association will be responsible for the prompt repair of the Unit, except as provided in Subsection 19.2(f) and Subsection 19.2(i) of the Amended Declaration.

Section 6.5 – Repairs Resulting From Willful Misconduct, Gross Negligence and/or Failure to Comply with a Written Maintenance Standard. The cost to repair damage to any Unit or Common Element caused by willful misconduct, gross negligence or the failure to comply with a written Maintenance Standard promulgated by the Association by any Unit Owner, tenant, guest or invitee of a Unit Owner or tenant shall be assessed in accordance with Article 19.2(i) of this Amended Declaration.

## **ARTICLE 7**

### **Subsequently Allocated Limited Common Elements**

Common Elements may be subsequently allocated as Limited Common Elements only in accordance with this Declaration.

## **ARTICLE 8**

### **Development Rights and Special Declarant Rights**

There are no remaining Development Rights or Special Declarant Rights.