

the Condominium property as originally installed by the developer or replacements thereof of like kind and quality.

9.2 ***Unit Owner Maintenance.*** Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit except as provided elsewhere herein, whether ordinary or extraordinary including, without limitation: interior partitions, the finishes thereof, the structural framing related thereto (assuming non-load bearing), and all electrical or plumbing facilities located therein, which service only the individual unit; maintenance, repair and replacement of window, screen door or balcony screens (including hardware and framing); garage doors and garage door opening equipment, if any; windows and window glass, sliding glass and other glass partitions and the structural components thereof); screens; unit entry doors, except that the Association may paint entry doors when it is painting the entire buildings (but not at other times unless otherwise determined by the Association); all other doors and the structural components thereof (including locks and hardware) within or servicing the unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a unit or serving only that unit including sinks, toilets, tubs, showers, shower pans, (including outside shower) and all related fixtures and installations; appliances; all portions of the heating and air conditioning equipment and utility installations in connection serving an individual unit (no matter where located); carpeting and other floor covering (including balcony areas); door and window hardware and locks; all other facilities or fixtures located or contained entirely within a unit which serve only that unit. All said areas, if located outside of the boundaries of the unit, are declared limited common elements. Any insurance proceeds paid to the Association with respect to any loss or damage within the unit or limited common elements which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the unit owner, shall be paid to the unit owner, after the work has been completed and invoices have been submitted verifying the costs of repair.

No lanai floor surface may be carpeted. Lanai floor surfaces must be tiled and sealed with an appropriate water protective membrane which seals the tile and the grout from water intrusion.

9.3 ***Additional Unit Owner Obligations.*** In connection with the maintenance, repair and replacements obligations of the unit owner, the unit owner shall also have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement that requires any of the following:

- A. Changes or alterations to the physical appearance of the condominium property;
- B. Excavation;
- C. Access to building roofs
- D. Removal or modification of any interior partitions, walls or cabinets, whether load bearing or not;

- E. Relocation of plumbing or electrical lines or fixtures;
- F. The use of heavy or noisy equipment; and
- G. Such other actions as may cause concern for the peace and safety of the condominium and its residents or the aesthetics of the condominium property.

The Association may condition such approval on criteria as the Board of Directors deems reasonable, including but not limited to the following:

- A. Use of licensed and insured contractors;
- B. Right (but not the duty) of oversight by the Association or its agent;
- C. The Unit Owner submitting plans as to the scope of the contemplated repair;
- D. Restrictions as to hours of work;
- E. Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year;
- F. Restrictions regarding equipment parked or stored on or near the Condominium property during construction;
- G. Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed. Specifically, contractors engaged by owners must arrange for disposal of their trash and debris offsite and must not deposit it in the dumpster situated in the Condominium.

Unit owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board of Directors, and then only during the months of April through December, inclusive. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors from time to time, and shall include, but not be limited to, activities involving the following:

- A. Activities involving the use of power equipment, such as jackhammers, drills, saws, and the like, which create substantial noise, as determined by the Board;
- B. Activities resulting in the creation of substantial noise that can be heard outside of the unit, regardless of whether power equipment is used or not, as determined by the Board;
- C. Activities rendering the unit uninhabitable during the performance of the work;

- D. Activities requiring the storage of materials or equipment on the premises outside of the unit;
- E. Activities involving the presence of work crews or significant numbers of workers, as determined by the board;
- F. Activities requiring the use of scaffolding, booms, or other forms of exterior access.

The Board may waive the prohibition against such work being done in the months of January, February and March, in the case of an emergency or in *de minimus* cases or hardship situations, as determined by the Board, and may permit the temporary staging of scaffolding for maintenance and repair of hurricane shutters.

The unit owners shall be responsible for any damage to condominium property caused by their contractor.

Nothing shall preclude the Association from acting as the owner's agent and obtaining the services of contractors to perform unit owner maintenance responsibilities, provided the Association and the Owner so agree and provided the owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting common expenses under these condominium documents.

9.4 ***Balconies, Patios and Lanais.*** The unit owner who has the right to the exclusive use of a balcony or lanai shall be responsible for the maintenance, care and preservation of: balcony floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the building); the screens and frames; storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixtures(s) on or servicing the balcony; ceiling fans; and the replacement of light bulbs. Carpeting or any other moisture absorbent type floor coverings are not permitted on any lanai or balcony. The Association shall be responsible for structural maintenance, repair and replacement of balcony and lanai floors, ceilings and exterior portions and also the building walls enclosed by the balconies and lanais, provided that painting and regular maintenance (nonstructural) of building walls enclosed by said balconies and lanais shall be done by the unit owners, subject to the uniformity of appearance (i.e., color) and other criteria set forth in these condominium documents, or as determined by the Board. However, the Association may, if it elects, paint balcony or lanai walls and ceilings in connection with the painting of the building as either a common expense, or on a voluntary participation basis, as determined by the Board of Directors. Unit owners may not puncture (by nails, hooks, screws, or otherwise) balcony or lanai floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors.

9.5 ***Appliance Maintenance Contracts.*** If there shall become available to the Association a program of contract maintenance for kitchen appliances or water heaters within units and/or air-conditioning