

ACTUAL KNOWLEDGE OF DEFECTIVE MAINTENANCE OR THE NEED FOR MAINTENANCE WHICH PROXIMATELY CAUSED THE DAMAGE, AND PROOF THAT FUNDS WERE REASONABLY AVAILABLE TO THE ASSOCIATION WITH WHICH TO PROVIDE THE MAINTENANCE AT A TIME WHICH WOULD HAVE PREVENTED THE DAMAGE. THE FOREGOING IS CUMULATIVE OF AND SHALL NOT LIMIT THE PROVISIONS OF SECTION 3.06 OF THE DECLARATION.

SECTION 6.02 Owner Maintenance Responsibilities.

6.02.1 General. Except as otherwise herein expressly provided, all maintenance of each Building Site and all improvements thereon is the sole responsibility of the Owner thereof. Each Owner must maintain their Building Site and all improvements thereon at all times in such manner as to obtain and maintain Prevailing Community Standards on a continuing basis as may be more specifically determined by the Declaration, including as amended hereby, and other Governing Documents, including as determined from time to time by duly adopted Architectural Guidelines and/or Rules and Regulations. MAINTENANCE BY ANY OWNER WHICH AFFECTS THE EXTERIOR APPEARANCE OF A RESIDENCE OR GARAGE IS SUBJECT TO APPLICABLE PROVISIONS OF ARTICLE IV OF THE DECLARATION REGARDING ARCHITECTURAL CONTROL COMMITTEE APPROVAL.

6.02.2 Residences and Other Improvements. Except for maintenance which the Association is expressly required hereby to provide, each Owner shall maintain and repair (and replace, as needed) the exterior of each Owner's residence, garage, and all other buildings, structures, fences, walls, recreational equipment and improvements located upon each Owner's Building Site, in an attractive, sound and well maintained condition. Without limitation of the foregoing, each Owner shall provide proper maintenance, repair and replacement as and when needed as follows (the term "residence" includes garage, as applicable):

(a) Except for exterior sealants around the perimeter of exterior window frames as provided by the Association, all windows must be maintained so that no caulking thereon is chipped or cracked and no window panes are cracked or broken.

(b) Scheduled painting of exterior patio doors and garage doors will be provided by the Association in accordance with Section 6.01. All costs and expenses of interim work by the Association as to any patio or garage door, including for example but without limitation interim painting or repair of a garage door, interim repair or replacement of a damaged or dented garage door, or interim replacement of any cracked or broken panel or glass in any garage door, must be paid by each Owner as provided in Section 6.01, and all such costs and expenses shall be deemed a specific assessment against such Owner's Building Site. All exterior front doors must be maintained in all respects, on a continuing basis, by each owner of each Building Site; and in all other respects, all exterior doors, including garage doors, must be maintained by and at the sole cost of the Owner of each residence as needed to prevent an unkept or unsightly appearance and such as to maintain same in proper working condition.

(c) All windowsills, door jams and thresholds, framing for all exterior windows and doors, all window and door panes and glass, and all hinges, latches, locks and all other hardware which are part of and/or necessary to the proper functioning of all windows and exterior doors must be maintained so that all remain whole, sound, in a neat and attractive condition and fully operational.

(d) Interior walls and ceilings of open porches and balconies and railings for same will be painted by the Association during scheduled maintenance as provided in **Section 6.01**, but all other maintenance, repair and replacement as to same must be performed by the Owner in such manner as to maintain a neat, attractive and structurally sound condition at all times. All flooring and floor areas, including decking and/or concrete, brick and other floors, must be properly maintained by the applicable Owner at all times.

(e) All exterior surfaces of each Owner's residence, including the roof and all walls, windows and exterior doors, must be periodically cleaned as needed to prevent mold, mildew or other discoloration.

(f) All concrete areas on each Owner's Building Site, excluding the "Shared Common Drive" as defined in **Section 2.08** of the Declaration, but including sidewalks and any private driveway, must be maintained so that all cracks are appropriately patched or surfaced and expansion joints are maintained, repaired or replaced as needed, and all such areas must be kept free of weeds, grass or other vegetation.

(g) All recreational equipment, which may be installed if and only if approved by the ACC, must be maintained to prevent any unsightly or unkept condition, including for example but without limitation, proper maintenance of exterior patio furniture to prevent rust and corrosion.

(h) No Owner or their tenant will allow any condition to exist or fail or neglect to provide any maintenance which adversely affects any adjoining or adjacent Building Site, any Community Properties, or any improvements on any such Building Site or the Community Properties.

6.02.3 Utilities. The Owner of each Building Site must maintain in proper working order, and on a continuing basis, all sanitary sewer lines and facilities, drainage or storm water lines and facilities, water pipelines, water sprinkler system, water meters and related water lines and facilities, electrical and gas lines, meters and facilities, telephone and any other telecommunication lines, devices or facilities, and all other facilities, utilities and services which service each Building Site (the "Owner Utilities"), regardless of the location of the Owner Utilities, save and except to the extent maintenance of any Owner Utilities is provided and actually performed by any governmental entity or utility company. Utilities which service more than one Building Site must be maintained, repaired and replaced by all of the Owners of the multiple Building Sites served, pro rata, or in such