

### SECTION 5: MAINTENANCE OBLIGATIONS

**5.01. Association Maintenance Obligations.** The Association shall have the following duties: To manage, operate, improve, maintain, repair and replace the Common Area and all its facilities, improvements, and landscaping including, without limitation, all parking spaces, Condominium Buildings (including all elements of a Unit), fences, walkways, lighting, decks, entry decks, driveways and private streets located on the Common Area, and any other property acquired by or subject to the control of the Association, including personal property, in a safe, sanitary and attractive condition. Notwithstanding the foregoing, the Association shall have no duty to maintain the Units or the non-structural areas and/or Owner installed improvements within the Exclusive Use Common Areas.

The Association shall also be obligated to maintain that portion of Lot 3 of the recorded Map abutting Parcel "A" (Ridgetop Drive) to the West and extending to Hilltop Drive to the East. This portion of Lot 3 is approximately 0.25 acre in size and represents the extension of Ridgetop Drive and shall be used for ingress and egress. The maintenance duties are more specifically described in the Easement and Maintenance Agreement for Ridgecrest Subdivision, recorded in the Official Records of Shasta County.

If any of the maintenance or repair work referred to above is necessitated by the willful or negligent acts of the Owner, his family, guests or invitees, the costs of such special restoration or repairs shall be chargeable to the Owner as provided in Section 8.05.

**5.02. Owners' Maintenance Obligations.** Each Owner of a Condominium shall be responsible for maintaining his Unit, including but not limited to the equipment and fixtures in the Unit and its interior walls, ceilings, windows and doors in a safe, sanitary and attractive condition. Each Owner has complete discretion as to the choice of furniture, furnishings, and interior decorating, except windows may be covered only by drapes, shutters or shades and may not be painted or covered by foil, cardboard or other similar materials. Each Owner also shall be responsible for repair, replacement and cleaning of the windows and glass of his Unit, both exterior and interior, and for maintaining the non-structural areas and/or Owner installed improvements of his appurtenant Exclusive Use Common Area in a safe, sanitary and attractive condition.

If an Owner fails to maintain his Unit and/or installed improvements of his Exclusive Use Common Area as provided herein in a manner which the Board reasonably deems necessary to preserve the safety, appearance and/or value of the Project, the Board may notify the Owner of the work required and request that it be done within a reasonable and specific period. If the Owner fails to perform such maintenance and/or repairs within said period, the Board shall, subject to the notice and hearing requirements set forth in the Bylaws, have the right to enter upon the Unit and/or Exclusive Use Common Area to cause such maintenance and/or repair work to be performed. Cost of any such repair or maintenance shall be charged to the Owner through an Individual Charge as provided in Section 8.05 hereof.

Notwithstanding the foregoing, in the event of an emergency arising out of the failure of an Owner to maintain his Unit and/or installed improvements of his Exclusive Use Common Area, the Board shall have the right, through its agents and employees, to immediately enter the Unit and/or Exclusive Use Common Area to abate the emergency and individually charge the cost thereof to such Owner.