

The Declaration is the document which describes the Westwood Village Condos. What follows are two key sections of the Declaration for ready reference. The first which enumerates the maintenance responsibility of the Council and the Unit Owners. The second describes the boundaries of individual units.

Maintenance responsibility of the Council and Unit Owner

B. It shall be the **responsibility of the Council** to maintain, repair or replace:

(i) All portions of any Unit which contribute to the support of any Building or other improvement on the Land, including load bearing wall, but excluding paint, wall papering, plaster, decorating or other work on the interior surfaces of the walls, ceilings and floors within such Units;

(ii) All portions of any Unit which constitute a part of the exterior of any Building;

(iii) All Common Elements within any Unit; and

(iv) All incidental damaged caused by work done in any Unit by direction of the Council.

C. It shall be the **responsibility of the Unit Owner**:

(i) To maintain, repair, or replace at his own expense all portions of his Unit which may cause injury or damage to the other Units or the Common Elements except the portions thereof mentioned and described in §17B hereof;

(ii) To paint, wallpaper, plaster, decorate and maintain the interior surfaces of all walls, ceilings, doors, door frames, windows, window frames and vents, and floors within the Unit:

(iii) To pay the expenses incurred by the Council in making repairs or replacements of the Common Elements caused by his willful or negligent act or failure to act;

(iv) To pay the expenses incurred by the Council in making repairs or replacement to any chimney stack, balcony, terrace, patio, or storage area with respect to which he has an easement for exclusive use as provided in the Declaration caused by his willful or negligent act or failure to act;

(v) To maintain in a neat and orderly condition any chimney stack, balcony, terrace, patio or storage area with respect to which he has an easement for exclusive use as provided in the Declaration;

(vi) To perform his responsibilities in such a manner and at such reasonable hours so as not to disturb other Unit Owners;

(vii) To refrain from repairing, altering, replacing, painting or otherwise decorating or changing the appearance of any portion of the Common Elements without first obtaining the consent in writing of the Council and to refrain from repairing, altering, replacing, painting, decorating or changing any exterior appendages to the Unit without obtaining the aforementioned consent; and

(viii) To notify the Council or its agent prior to performing any repair work of any kind, the responsibility for which lies with the Council. The failure of the Council to take action on such notice shall not be deemed a waiver by it of its rights nor shall it be deemed to constitute its consent thereto or its agreement to pay for such work. The Unit Owner shall abide by any terms specified by the Council relating to the conduct of such repair work.

Boundary of Unit and Common Elements

B. Boundaries.

Each Building Unit consists of: (i) the volumes or cubicles of space enclosed by the measured horizontally and vertically from the unfinished inner surfaces of the perimeter walls and the walls dividing the Units, the bottom surface of the top chord of the roof truss and concrete slab upon which the Unit is constructed (except in the case of the first floor garden Units in which case the vertical boundaries are the concrete slab and the unfinished surface of the ceiling, and in the case of second floor garden Units in which case the vertical boundaries are the unfinished surface of the ceiling and the unfinished surface of the floor dividing the second floor Unit from the first floor Unit, and in the case of the third floor garden Units in which case the vertical boundaries are the unfinished surface of the ceiling and the unfinished surface of the floor dividing the third floor Unit from the second floor Unit), including the inside surfaces of all doors, windows, and vents; (ii) all interior partitions walls, floors and other partitions located within the Unit (including the space occupied by such walls, floors and partitions and the frames of any doors or other openings in such walls or partitions) excepting such parts of such interior walls, floors and partitions located within the Units, if any, which may comprise part of the Common Elements; and (iii) the decorated inner surfaces of all said walls, roof frames and concrete slabs consisting of paint, plaster, plaster board, carpeting, floor tiles and other floor coverings, and all other finishing materials affixed or installed as part of the physical structure of the Unit and all immediately visible fixtures, appliances, mechanical and electrical systems and equipment, heating and air cooling systems and equipment installed for the sole and exclusive use of the Unit, commencing at the point of disconnection from the structural body of any Building and from utility lines, pipes, or systems serving the Unit.

No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall utility system designed for the service of any particular Unit, nor any of the structural members or portions of any Building, nor any other property of any kind which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of any Building shall be deemed to be a part of any Unit.

Each Unit Owners (including Declarant) shall have the exclusive right to use the balcony, terrace, patio, chimney stack or storage area adjoining his Unit or use such storage area as may be assigned to his Unit by the Council.