

connection to the point where each such pipe or drain connects with its common riser. Unless specifically excluded by the terms of this Article, each unit shall include all improvements, fixtures and installation of every kind and nature whatsoever located within the boundaries of said unit as set forth herein, as well as the improvements, fixtures and installations specifically included by the terms hereof, whether or not said improvements, fixtures and installations specifically included by the terms hereof, whether or not said improvements, fixtures and installations are located within said boundaries; provided, however, that whenever load-bearing walls, partitions or columns are located within said boundaries, said unit shall be deemed to include only the nonload-bearing portions of said wall, partition or columns respectively.”

Every Unit owner should make sure they are aware of the requirements in Article XII for Maintenance of the Property. Section 2 (a) states:

“Except as otherwise provided in Section @ and in Section 4 of this Article XII, the owner of each unit shall be responsible, at his own expense, for the cleaning, maintenance and repair of (i) his unit; (ii) the windows, doors and doorways furnishing access between his unit and the common elements, including the casings, seals, glass and screens or such windows and doors; (iii) the chimney flue, if any, appurtenant to his unit, (v) all electrical and cable television lines, wires, cables, conduits and other electrical and television facilities which are designed for the exclusive use of his unit and junction box serving said unit; and (vi) all wall lamps and electrical outlet, if any, attached to the exterior surface of the exterior wall separating any balcony or walkway adjacent to his unit from the interior of his unit.”

Background:

When Buildings 20 and 21 were first constructed and subsequently sold to owners substantial building defects were noted consisting of leaks in the exterior and large amounts of water (as much as 3 ½ feet) in the crawl space areas of these units. The problems became an issue of dispute with the developer and ultimately a settlement was reached when the developer paid \$85,000 to the association to make repairs to the buildings. The funds provided were used to re-side the building (installing vinyl siding over the existing wood siding and to alleviate the water entering the crawl spaces installing sump pumps and dehumidifiers to expel the water from the individual crawl spaces.