

(B) Management, Maintenance, Repairs, Alterations and Improvements. Except as otherwise specifically provided herein, management, operation, repair, alteration and improvement of the common areas and facilities shall be the responsibility of the Association. The Association through its Board of Managers, or the Developer during Developer's period of control, may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Such delegation may be evidenced by a management contract which shall provide for reasonable compensation of the manager or managing agent, or employees of such managing agent, which compensation shall be considered a common expense.

(C) Use of Common Areas and Facilities. Subject to the administrative rules and regulations from time to time promulgated by the Association through its Board of Managers, all owners may use the common areas and facilities in such manner as will not restrict or interfere with the use thereof by the other owners.

ARTICLE IV: GENERAL PROVISIONS AS TO FAMILY UNITS AND COMMON AREAS AND FACILITIES.

A. Maintenance of Family Units.

1. By the Association. The Association, at its expense, shall be responsible for the maintenance, operation, repair and replacement of all the common areas and facilities, including, but not by way of limitation, porches, driveways, foundation sump pumps, alcoves, walkways, all exterior parking spaces and garages (other than routine interior maintenance and cleaning, which shall be the responsibility of the owner of the unit to which such garage is appurtenant); provided, however, that the Association shall not be responsible for the maintenance, operation, repair and replacement of common areas and facilities located solely within a family unit except where such common areas and facilities are also necessary for the existence, support, maintenance, safety, comfort, use or enjoyment of any other part of the condominium property. Each unit owner shall be responsible for maintenance, operation, repair and replacement of all portions of his family unit, as defined herein, and shall be responsible for the common areas and facilities located solely within his unit, except where such common areas and facilities are also necessary for the existence, support, maintenance, safety, comfort, use or enjoyment of any other part of the condominium property. Alterations or repairs may be made to any portion of a family unit if in the opinion of the Board of Managers it is necessary to public safety or in order to prevent damage to or destruction of any part of condominium property. The expense thereof shall be paid by the family unit owner, if such expense was initially the responsibility of the unit owner. Any person who does work or labor upon or furnishes machinery, material or fuel for the alteration or repair of any unit without consent or authorization of the owner, part owner or lessee of any interest in such family unit, is nevertheless entitled to a lien to secure payment therefor on the estate or interest in such family unit of the owner thereof, pursuant to applicable sections of the Ohio Revised Code, if such alteration or repair has been duly authorized or directed by the Board of Managers of the Association and has been necessary in the opinion of the Board for public safety or in order to prevent damage to or destruction of any other part of the condominium property.