

***LOCHRIDGE LAKESIDE
CONDOMINIUM ASSOCIATION***

***RULES AND REGULATIONS
BUILDING MAINTENANCE POLICY***



Amended February 2020

R.S. FINCHER & CO., LLC

P.O. BOX 1117, APEX, NC 27502

(919) 362-1460 (PHONE) - (919) 362-1462 (FAX)

TABLE OF CONTENTS

Welcome

About This Document

1 APPEARANCE AND ARCHITECTURAL CONTROL

1.1	Architectural Control	2
1.2	Antennas and Satellite Dishes	2
1.3	Bird Feeders	3
1.4	Common Area Landscaping	3
1.5	Windows and Window Treatments	3
1.6	Decks /Patios / Balconies / Wooden Access Ways	4
1.7	Storm Door / Door / Doorbell Hardware	4
1.8	Entranceways	4
1.9	Flags	5
1.10	Garbage & Trash	5
1.11	Recycling	6
1.12	Planters	6
1.13	Hanging Planters	6
1.14	Signs	6
1.15	Bulletin Boards	6

2 Safety

2.1	Chimney Inspection (Buildings 325 and 329 only)	7
2.2	Firewood (Buildings 325 and 329 only)	7
2.3	Grills / Barbecues / Outdoor Cookers	7
2.4	Snow and Ice Removal	7

3 MAINTENANCE AND REPAIR RESPONSIBILITIES

3.1	Damage to Common Property	8
3.2	Emergency Access / Right of Entry	8
3.3	Insect Protection	9

4 ENFORCEMENT OF RULES AND REGULATIONS

4.1	Delinquency Policy for Assessments	9
-----	------------------------------------	---

5 GARAGES, CARPORTS AND PARKING

5.1	Garage and Carport Rentals	10
5.2	Parking	10
5.3	Charging Electric Vehicles	11

February 2020

6	<u>LEASING</u>	12
7	<u>CONSIDERATION OF FELLOW RESIDENTS</u>	
7.1	Noise	13
7.2	Pets	13
7.3	Sales	13
7.4	Wind Chimes	13
8	<u>BUILDING MAINTENANCE AND INSURANCE POLICY</u>	
8.1	Insurance	13
8.2	Maintenance	14
8.3	Association Responsibilities	15
8.4	Unit Owner Responsibilities	16

Welcome

On behalf of the Board of Directors and management of the Lochridge Lakeside Condominium Association (LLCA), welcome to our community. Our objective is to make our community a beautiful and safe place to live. Our Community Rules and Regulations serve to preserve the beauty of your property and to maintain its value. We appreciate your cooperation in this effort. If at any time you have a question or concern about your rights or responsibilities as a resident or owner, please do not hesitate to contact our management company, R.S. Fincher & Co., LLC at (919) 362-1460.

About This Document

In establishing and maintaining these Rules and Regulations, the Board makes every effort to reasonably consider their effect on the unit owners' enjoyment and use of their property.

The Rules and Regulations do not replace the Covenants. The Board of Directors uses the Covenants as its primary governing document. Both documents are in force for all residents: unit owners and renters. If a conflict between the wordings of these documents arises, the Covenants shall prevail. These Rules and Regulations focus on the property of the LLCA, which includes the units, the common elements and the limited common elements. The Board of Directors reserves the right to modify the Rules and Regulations based on changes in technology, materials or the best interests of the community.

Recommended changes should be sent to R. S. Fincher. Please include "Lochridge Lakeside" in the subject line.

Enacted by Majority Vote of The Board of Directors of the Lochridge Lakeside Condominium Association

December 1, 1992
Revised October 1998
Revised February 25, 1999
Revised February 27, 2001
Revised October 23, 2001
Revised May 1, 2003
Revised October 2004

Revised May 2006
Revised October 2008
Revised February 2009
Revised October 2013
Revised February 2014
Revised October 2016
Revised February 2020

**Rules and Regulations
Lochridge Lakeside Condominium Association**

PURSUANT TO Article X of the Declaration of Condominium for Lochridge Lakeside Condominium, the Lochridge Lakeside Condominium Association amended, on this twenty-fourth day of February 2020, Rules and Regulations as set forth hereinafter, governing the use of the Condominium Units and Common Property of the Lochridge Lakeside Condominium Association.

1 APPEARANCE AND ARCHITECTURAL CONTROL

1.1 ARCHITECTURAL CONTROL: No building, fence, sign, wall, or other change or addition to the exterior structure is to be erected on or attached to the property. No exterior addition or alteration as well as no changes, additions, alterations or modifications to the internal HOA common elements shall be made until the plans and specifications showing the nature, kind, shape, height, materials, method of installation, location and financial guarantees for completion of the same have been submitted to and approved by the Board of Directors. Please note that replacement of air condition units and windows must be approved. See the community website for a blank Architectural and Landscape Change Request form.

1.2 ANTENNAS, CABLE AND SATELLITE DISHES: No individual antennas may be installed on the buildings. All plans for satellite dishes must be submitted to the management company using the Architectural and Landscape Change Request approved by the Board prior to installation. Any damage caused to the buildings or the common areas due to satellite dish installation or removal will be borne by the owner of such satellite dish. The condo owner should include whether the cable provider must run a new wire to your condo. Any damage caused to the buildings or the common areas due to satellite dish installation or removal will be borne by the owner of the satellite dish. The cable wire must be neatly attached to the building and follow exterior trim up to the point where the connection enters the home. The cable provider must use 50-year caulk around the hole drilled in the siding which must be located in an inconspicuous location. The new cable

must be buried within ten days of installation. New cable wires are not permitted to be run inside gutters.

1.3 BIRD FEEDERS: No bird feeders of any kind are allowed on or adjacent to buildings or balconies or within 20 feet of the buildings.

1.4 COMMON AREA LANDSCAPING: No plantings or changes of any kind on the common areas or around any buildings may be made by any homeowner or resident without the written approval of the Board of Directors or the Landscape Committee Chairperson. Anyone making changes in a common area such as planting annuals or perennials without Board approval may be required to remove such plantings at the discretion of the Board. Homeowners may however submit a written plan for plantings to the Management Company for consideration by the Board of Directors using the change request form. Their decision will be made in writing to the homeowner. Signatures of a majority of the homeowners of units facing the proposed change must be included in the request.

1.5 WINDOWS AND WINDOW TREATMENTS: The maintenance and repair of all windows are the responsibility of the homeowner. The window is defined for this purpose as the complete window structure, single or multiple, back to the wall studs, and including the sashes (movable parts) frames and sills but excluding the external trim. An Architectural Change Request form must be submitted and approved by the Board before replacing any window.

1.5.1 Blankets, sheets, towels, paper, cardboard, or other makeshift coverings are not permitted to be used as window coverings.

1.5.2 Mullions are required on all windows that can be clearly seen from the parking lot and on any casement windows installed in place of double hung windows. Mullions may be either two panes wide by four tall (eight panes) or two panes wide by five tall (10 panes) so long as all mullions in a unit are the same pattern. The single window with a three wide by four tall pattern in units H, J and K of buildings 305, 313, 317 and 321 should remain in the 3 by 4 pane pattern. Mullions are required in arched or Palladian windows in top floor units. The small windows in units H, J & K of buildings 325 and 329 are not designed to have mullions.

1.6 DECKS /PATIOS / BALCONIES / WOODEN ACCESS WAYS: All decks, patios, balconies and shall be kept free and clear of of any and all trash, debris, bicycles, tricycles, strollers, wagons, toys, sports equipment, boxes and other personal property and shall at all times be maintained in a good condition so as not to have any broken boards, wood, rails and otherwise. Personal property may be removed and discarded 15 days after a violation notice has been attached to the item(s).

1.6.1 Screens may be allowed at a homeowner's request upon submission and approval of an ARC form and the completion and recording of the "Agreement Concerning Screened Porch Installation and Maintenance," which can be found on the Community website.

1.6.2 Clotheslines on decks and clothes, rugs, towels or any material draped over the deck railings are not permitted.

1.6.3 Ivy and other type plants on the exterior surfaces of the building are not permitted since they are difficult to control, can damage exterior wall surfaces and increase the cost of maintenance. Residents who desire to have such vines must keep them in pots and away from all building surfaces, walls, and window frames. If the resident fails to keep them away from the building, the vines will be removed by the condominium association, and the cost of such removal will be charged to the unit owner of the vines.

1.7 STORM DOOR / DOOR / DOORBELL HARDWARE: Storm doors, doors and doorbell hardware shall be matching and in keeping with those of the community. Storm doors shall be a single pane of clear glass with almond color frames to match the trim. No double-hung storm doors are permitted. Storm doors must be approved by the Board prior to installation.

1.8 ENTRANCEWAYS: Any use of the common area is subject to regulation by the Board. Residents placing personal items or storing items outside their units may be asked to remove them. Any furniture that is intended to be permanently left outdoors must be approved.

1.8.1 Seating in the entryways: It is not permissible to have a seat in the entryways of Buildings 325 and 329 due to space considerations. In buildings 301-321, a maximum of two chairs with a combined seating area of

approximately thirty-six inches square or one bench approximately four feet long is permissible per level. These seats must be made of wicker, iron, or finished wood. The seats must be white, ivory, gray, or forest green.

1.8.2 Flowerpots in entryways: There is a maximum of two flower plant containers per unit in the entryways. The containers must be no larger than twenty inches square and cannot be made of plastic.

1.8.3 Items hung on siding: No items (such as name or welcome signs) are to be attached to the siding in the entryway, without Board approval.

1.8.4 Recycling bins and buckets may be stored neatly under the bottom stairway if they are covered or closed to prevent attracting insects and/or animals or littering the community.

1.8.5 Allowable items (described in 1.8.1, 1.8.2, 1.8.3, 1.8.4) must be placed so as not to impede ingress/egress from any unit or to the stairways. No personal property may be stored in the entryways, under stairs or elsewhere in the entryways. Personal property stored in the common areas may be removed and discarded 15 days after a violation notice has been attached to the item.

1.8.6 Owners are responsible for securing all items in the entryways if severe winds are forecast.

1.9 FLAGS: Only American or State of North Carolina Flags are permitted. The American or North Carolina flag may be flown at any time on the lakeside portion of the building. They may not exceed four by six (4x6) feet and should be installed so that the end of the flagpole extends no more than five feet from the building. Residents are encouraged to observe flag etiquette and to replace flags that become torn or faded. Windsocks are not permitted.

1.10 GARBAGE & TRASH: Trash must be placed in one of the three dumpsters located on the premises. Residents should contact the Town of Cary at (919) 469-4090 to arrange for pickup of any items too large to fit into the dumpster. Please make every effort to keep the dumpster area clean and

neat by picking up any trash that has fallen out and closing and latching the gate when you leave. Corrugated cardboard is recyclable and should not be placed in the trash dumpsters.

1.11 RECYCLING: There is a dedicated dumpster for recycling corrugated cardboard opposite building 305. It is for flattened corrugated cardboard only. It is not for old windows, HVAC filters, cardboard of the type used for cereal boxes, pizza delivery boxes and the like. Paper, plastic, cans and other recyclables are collected curbside by the Town of Cary every other week. Please contact the Town at (919) 469-4090 for information on the pickup schedule and items that may be recycled.

1.12 PLANTERS: For safety, flowerpots are not allowed on balcony railings. Only white square or rectangular planters that fit over the railings are permitted. They may have vertical or horizontal slats or a Chippendale pattern. Residents must take care to keep water off of the railings by maintaining a solid liner inside the planter. Containers must rest on saucers so that water does not go onto the decks below.

1.13 HANGING PLANTERS: No more than two hanging planters are allowed per deck. They must be ceramic or white or dark green plastic, fifteen inches or fewer in diameter and no more than ten inches deep. Plants must be kept alive and healthy. Attractive artificial plants that resemble live plants are permitted. Plants and planters should be brought inside if strong winds are expected.

1.14 SIGNS: "FOR SALE" or "FOR LEASE": Each unit is allowed to the use of only one sign at any time. The location of such a sign shall be in one west-facing window (toward the parking area). The size of such a sign shall not exceed six square feet. No other signs promoting a commercial activity are permitted. Persons violating this rule may be fined a minimum of \$50 plus cleanup costs. If an owner believes signage is necessary, the owner may request a one-time exception from the Board.

1.15 BULLETIN BOARDS: A glass-covered bulletin board for newsletters and other announcements is located near each dumpster. Residents and

owners are welcome to share the space to post information of general interest.

2 SAFETY

2.1 CHIMNEY INSPECTION (BUILDINGS 325 AND 329 ONLY): Residents should have their chimneys inspected regularly. Each Unit Owner bears all responsibility for the maintenance, inspection and professional cleaning of the chimney.

2.2 FIREWOOD (BUILDINGS 325 AND 329 ONLY): Firewood may be stored on the premises only from September 15th to April 15th. It must be kept at the rear (lake side) of the buildings in the ground level brick alcoves, must be raised at least three inches off the ground (using treated 2x4s on edge, for example) and must be kept neatly stacked at least six inches away from the building (brick) structure. Firewood may not be stored in garages, carports, on balconies, patios, stairways, or any place other than the alcoves. It is the responsibility of the owner of the firewood to immediately dispose of any wood that is known to harbor termites or other insects and any wood remaining after April 15.

2.3 GRILLS / BARBECUES / OUTDOOR COOKERS: The North Carolina state code and our insurance carrier requires that all open fires to be kept not less than ten feet away from the unit structure and other combustible material. This ordinance applies to all charcoal and gas grills. Homeowners may not operate charcoal or gas grills on or under their balconies or inside their homes. Combustibles (propane gas, gasoline, kerosene etc.) may not be stored in any unit, crawl space, or on or under balconies. Homeowners and residents are welcome to use the deck in the common area between buildings 301 and 305 for grilling. NOTE: Gas grills may not be stored on decks or balconies above ground level with gas tanks attached. Tanks must be removed and may not be stored on site as noted above.

2.4 SNOW AND ICE REMOVAL: A bucket of ice melt and a snow shovel are stored at ground level beneath each stairwell. Owners and residents may shovel snow and apply snow melt as needed. Those tasks are not performed

by the association. Rock salt (sodium chloride) may not be used for ice removal.

3 MAINTENANCE AND REPAIR RESPONSIBILITIES

3.1 DAMAGE TO COMMON PROPERTY: Unit Owners are responsible for any damage to the common property caused by themselves, their guests or their tenants.

3.2 EMERGENCY ACCESS:

3.2.1 Right of Entry into Condominium Units in Emergencies: The following is stated in the Lakeside Declaration of Condominium in Article XIV. "In case of any emergency originating in or threatening any Condominium Unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the Managing Agent, shall have the right to enter such condominium Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate." In such an emergency, expenses resulting from necessary forced entry into a unit by the Association or its authorized agents shall be borne by the Unit Owner.

3.2.2 Right of Entry for Maintenance of Common Property: The following is stated in the Lakeside Declaration of Condominium in Article XV. "Whenever it may be necessary to enter any condominium Unit for the purpose of performing any maintenance, alteration or repair to any portion of the common Property, the Owner of each condominium Unit shall permit a duly constituted and authorized Agent of the Association, to enter such condominium Unit for such purpose, provided that the entry shall be made only at reasonable times and with reasonable advance notice."

3.2.3 Right of Entry for Safety Review / Inspection: Whenever it may be necessary to enter any condominium unit for the purpose of carrying out a safety review / inspection, the Owner of each condominium Unit shall permit the duly constituted and authorized Agent of the Association, to enter such condominium Unit for such purpose, provided that the entry shall be made only at reasonable times and with reasonable advance notice.

3.3 **INSECT PROTECTION:** The Lochridge Lakeside condominium Association has a termite warranty on the buildings and the garages to protect the Owners from the cost of termite treatment and repairs associated with termite infestation. The contract requires that each ground floor unit and garage be made available for an annual inspection. The Association also contracts for outside pest control which includes spraying outside on a monthly basis. The Association does not treat for insects, other than termites, inside the buildings. Unit Owners are responsible for prevention and eradication of any other insects or vermin within their units.

4 ENFORCEMENT

To preserve the integrity of each Unit Owner's investment, it may become necessary for the Board of Directors to enforce the Rules and Regulations of the Lochridge Lakeside Condominium Association. The Board along with the property management company will make their best efforts to ensure that the Rules and Regulations are enforced. The Board reserves the right to act on a violation whenever the violation is identified regardless of when the violation occurred.

The Board is empowered to suspend voting rights in the case of those offenders who violate rules after a written request for compliance has been made to them. Voting rights shall be reinstated when the offender is determined to be in compliance. Upon continued violation of these Rules and Regulations after such written request for compliance has been made, the Board may impose fines up to \$100 per infraction, which fines shall become a charge against the Unit pertaining to the violators. If the violation continues the homeowner will be fined \$100.00 per week of continued violation. Unpaid fine(s) may result in a lien being levied against the property. In the matters concerning these Rules and Regulations, Unit Owners are responsible for the actions of their dependents, guests and tenants.

4.1 DELINQUENCY POLICY FOR ASSESSMENTS

4.1.1 Assessments are due the first day of each month. At the end of the month, a late fee of \$20.00 will be added to all accounts past due.

4.1.2 A reminder letter with the homeowner's payment history will be sent to the delinquent homeowner stating the past due amount of assessments, as well as the late fees. This letter will give the homeowner thirty (30) days to bring the account current. Thereafter, \$10 will be billed each month the account is past due.

4.1.3 After the 30-day period has passed, a 15-day demand letter with the homeowner's payment history will be sent giving the homeowner 15 days to bring the account current or it will be sent to the attorney retained by the Community Association.

4.1.4 Once an account is seventy-five (75) days past due and the letters have been sent—giving adequate time to respond—but not to exceed a 75-day delinquency, and the homeowner has made no response, the homeowner's account will be sent to the Association attorney for collections. The homeowner will be charged all costs associated with collecting past due assessments, including all attorney's fees, postage and related expenses.

5 GARAGES, CARPORTS AND PARKING

5.1 GARAGE AND CARPORT RENTALS: Garages and carports may only be owned by Lochridge Lakeside condominium owners and may be rented to non-owners. They may not be used for commercial purposes at any time. Any owner of a carport or garage may rent to any resident of Lochridge Lakeside.

5.2 PARKING: The parking areas in Lochridge Lakeside are for vehicles regularly used by residents or guests only (except as stated in 5.1 above). All vehicles parked in the Lochridge Lakeside parking areas must comply with all of the following stipulations:

5.2.1 Regularly used by residents or guests.

5.2.2 Fits safely within one parking space:

5.2.2.1 Does not have any aftermarket wording, pictures, signs, attachments, exterior racks, boxes, ladders, and/or substantial decoration; and

5.2.2.2 Does not have a "weighted or commercial" license plate.

5.2.3 Step vans, RVs, trailers, boats, campers and all vehicles prohibited by the Lochmere Association Rules are prohibited from parking in Lochridge Lakeside.

5.2.4 All vehicles parked in uncovered spaces must display a current registration.

5.2.5 All vehicles shall be maintained in a manner that does not present an unsightly appearance.

5.2.6 Mobile storage units, trash skips, and small moving vans may be parked for a period of up to 72 hours to facilitate resident's moving or repairs, provided that they only take up one parking space. Otherwise, trailers may not be parked in Lochridge Lakeside except for those associated with maintenance and repairs directed by the Association.

5.2.7 Requests for marked handicap parking spaces for residents should be submitted to RS Fincher by the unit owner.

5.3 CHARGING ELECTRIC VEHICLES: Electric vehicles, including hybrids, plug-in hybrids and electric cars, small trucks, minivans, SUVs, motorcycles, or other vehicles that require a title issued by the North Carolina Department of Motor Vehicles (except those described in paragraph 5.3.3 below) may be charged using the electrical outlets in garages and carports so long as the following conditions are met:

5.3.1 The garage or carport is owned or rented in accordance with paragraph 5.1 above.

5.3.2 A tenant must have the written permission of the garage or carport unit owner.

5.3.3 Step vans, RVs, trailers, boats, campers and all vehicles prohibited by the Lochmere Association Rules may not be charged using the electrical outlets in Lochridge Lakeside garages and carports.

5.3.4 The owner must notify the community management company in writing and agree in writing to hold the community blameless and without

liability from any liability in the event of injury, accident or damage to the vehicle, charging equipment, common property or the garage or carport unit.

5.3.5 The owner must ensure that all operators adhere to the manufacturer's safety and usage instructions for the vehicle and all charging apparatus.

5.3.6 There is one meter that tracks electricity usage for all garages and carports in each building. To defray the expense of the additional electricity usage the owner will either:

5.3.6.1 Remit the sum of \$35 in addition to the monthly dues for the garage or carport. The \$35 figure is based on electricity costs and average annual mileage at the time of this writing. The Board may adjust that amount if available sources show significant changes in the estimated average cost of changing an electric vehicle.

5.3.6.2 Submit an Architectural or Landscape Request Form through the management company to the Board of Directors and, upon approval, install a separate electrical meter at the unit owner's expense. In this case, the owner shall arrange to be billed by the electric company directly and will be solely responsible for the costs of electricity.

6 LEASING

6.1 Condominium Units may be leased if done in a manner that does not violate the Covenants and the ordinances of the Town of Cary. Cary zoning restricts the use of these residences to single families. No more than two unrelated persons may occupy a unit.

6.2 The Unit Owner shall do the following prior to finalizing the lease with a prospective tenant:

6.2.1 Shall give a copy of the Rules and Regulations to the prospective tenant.

6.2.2 Shall confirm that the prospective tenant understands and will comply with the Rules and Regulations.

6.3 The Unit Owner remains responsible for:

6.3.1 Payment of any and all HOA assessments.

6.3.2 The tenant's compliance with the covenants, rules and regulations, by laws and any other governing documents of the HOA.

6.3.3 Payment of any and all fines levied for violations of any covenants, rules and regulations, by laws and any other governing documents requirements.

6.3.4 Notifying the property manager of the tenant's contact information (name, telephone number and email) and the term of the lease within 30 days of the tenant's move-in day.

7 CONSIDERATION OF FELLOW RESIDENTS

7.1 NOISE: Out of courtesy for our neighbors, intrusively loud noises are not permitted at any time. A Quiet Period will exist from 10:00 PM to 8:00 AM every day of the year. Repairs, maintenance and other potentially noisy activities should be avoided during quiet times. The discharge of fireworks or pyrotechnic devices is prohibited at all times.

7.2 PETS: Pets are allowed, provided the pet or any attendant fleas, ticks, odors, or noise does not disturb or annoy residents. Pet owners are responsible for any damage to common areas or other units caused by their pets. The Town of Cary leash law shall be adhered to, and dogs shall not be chained in, or be allowed to run loose in, common areas. Pet owners must use "pooper scoopers" or other means to clean up after their animal.

7.3 SALES: No yard, estate, garage or other sales are allowed in Lochridge Lakeside except for those sponsored by the Association.

7.4 WIND CHIMES: No wind chimes or similar noise producing devices are allowed outdoors on the common areas or the decks / balconies.

8 BUILDING MAINTENANCE AND INSURANCE POLICY

8.1 INSURANCE: The Association maintains fire and casualty insurance coverage for the community, but the unit owners and tenants must maintain insurance for the interior and personal property of his or her unit.

8.1.1 When the damage is to both Common Property and Condominium Units, the Association insurance proceeds shall be payable to the Association and shall be applied first to the cost of repairing the Common Property and the balance to the Condominium Units. Personal property, upgrades, improvements, and other expenses should be considered when purchasing an insurance policy so you can minimize your out-of-pocket expenses. We recommend that each homeowner purchase an insurance policy with adequate coverage. Owners are encouraged to contact a licensed insurance agent to review your coverage.

8.2 MAINTENANCE: The Association Covenants detail the maintenance responsibilities of the Association in Article XIX and those of the unit owner in Article XVIII.

8.2.1 Any and all maintenance that is the responsibility of the Association will be provided by RS Fincher under the direction of the Board of Directors after considering the specific circumstances and the most economical and appropriate method. The Board or its agent will decide when a situation requires remedy. Non-emergency repairs may be deferred for budgetary reasons.

8.2.2 It is the responsibility of each Unit Owner to maintain in working order: interior appliances, fixtures, water heaters, etc.; all doors, door frames and flashing, windows, window frames and flashing, screens and balconies; and air conditioners pertinent to their respective Unit. (See Covenants for the complete list of unit owners' maintenance responsibilities.)

8.2.3 If the unit owner discovers a possible repair for which the responsibility for repair cannot be immediately determined, the Unit Owner will perform an initial inspection and notify RS Fincher by telephone. If the Association is responsible, the Association will reimburse the Unit Owner. The Unit Owner, in no instance, will dictate the method of repair or the contractor to be used when the Association is responsible for the repair. The Board of Directors or its agent must authorize all such repairs. All repairs must meet the standards of the Board of Directors of the Association or its Agent, and the Association will not be responsible for payment of any repairs not authorized by its Board or Agent prior to the start of work.

8.2.4 Both Unit Owners and the Association shall provide maintenance and repairs in good faith and on a timely basis to prevent progressive damage.

8.3 ASSOCIATION RESPONSIBILITIES: Article XIX states that the Association, at its expense, shall be responsible for the maintenance, repair, and replacement of all of the Common Property, including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring and other facilities located in the Common Property for the furnishings of utility and other services to the Condominium Units and said Common Property. (See Covenants for complete set of responsibilities.)

8.3.1 Repair and replacement of roofs, including attic air vents and skylights (excluding damage caused by satellite dish installation and use).

8.3.2 Repair and replacement, and cleaning of gutters and downspouts.

8.3.3 Repair or replacement, as necessary, of all exterior siding for all buildings, decks, balconies, patios and garages.

8.3.4 Painting, as necessary, the exterior of all buildings including decks, patios, balconies and garages.

8.3.5 Repair and replacement of all decks, steps and railings as installed by the builder, other than those on individually owned balconies. (However, structural damage caused by window boxes sitting on or attached to the structure, or caused by carpet laid on the deck shall be the responsibility of the Unit Owner.)

8.3.6 Maintenance of exterior landscaping (not including private garden planted and maintained by homeowners with prior Board approval).

8.3.7 Repair and replacement of parking areas and roads unless caused by homeowner negligence.

8.3.8 Lights in the Common Areas including front and back door light.

8.3.9 Dumpster enclosures.

8.3.10 Animal pests inside the building, but not inside an individual unit.

8.3.11 Pipes, wires, conduits, dryer vents and other facilities inside the structural and the non-structural walls, inside the load bearing and the non-load bearing walls, inside the ceilings and inside the floors, which furnish utilities and other services to the units.

8.3.12 At the Board's option, the Association may arrange, at its expense, for ice and snow removal which they deem necessary for the association's convenience and safety. In no instance shall the Association or its Board or Agent be responsible or liable for snow and ice related injuries to Unit Owners, their family members, tenant, guests or invitees.

8.3.13 Caulking around exterior doors and windows.

8.4 UNIT OWNER RESPONSIBILITIES: Article XVIII states that every owner shall perform promptly all maintenance and repair work within his Condominium Unit which, if omitted, would affect the Condominium, whether in its entirety or in a part belonging to other Owners, every Owner being expressly responsible for the damages and liability which his failure to do so may engender. (See Covenants for complete set of responsibilities.)

8.4.1 Heating and air conditioning units, their concrete pads and external feeder lines (Board approval is required before any changes to the external equipment or lines may begin).

8.4.2 All screens, windows and doors, including window and door frames and pertinent flashing. The ENTIRE removable unit that constitutes a window or door unit, back to the building studs whether a single unit or a multiple unit frame, is the Owner's responsibility. (Caulking during replacement of such units is the Unit Owner's responsibility but caulking during subsequent exterior maintenance or painting is the Association's responsibility). Damage to the Association areas such as siding or paint, caused by maintenance, repair or replacement of Unit Owner items in this paragraph, is the responsibility of the Unit Owner.

February 2020

8.4.3 All electrical fixtures, except lights in Common Areas, and front and back door lights.

8.4.4 Gardens or flowerbeds installed by the Unit Owner (Board approval is required prior to initial installation).

8.4.5 Inside animal or insect control within an individual unit, except termites.

8.4.6 All unapproved changes and all adverse effects to the Association property resulting from them.

8.4.7 Ice and snow removal by the Unit Owner or Tenant necessary to his or her own convenience or safety.

8.4.8 Window boxes or damage to structure onto which they are placed or attached.

8.4.9 Damage to landscape or parking areas caused by improper parking, by auto repairs, by oil spills, or by negligence.

8.4.10 The extra cost for repainting due to a Unit Owner's negligence such as changing the exterior color without approval, inadvertently using the wrong color, or using the wrong type of paint.

8.4.11 Inspecting, cleaning, and satisfactory maintaining chimney flues, dampers and fireplaces.

8.4.12 Inspecting, cleaning and satisfactory maintaining air conditioners, water heaters, washers and dryers, refrigerators, stoves, ovens, etc.

8.4.13 Pipes, wires, conduits, outlets, fixtures, and other facilities for the furnishing of utilities and other services to the Unit, that are within the Unit itself, but not inside the walls, ceilings or floors, and electrical outlets including those installed in or on the wall surface.

8.4.14 Doorbells, knobs, locks, peepholes, and door fixtures.

8.4.15 Weather-stripping.

February 2020

8.4.16 Storm doors and windows (style is subject to Board of Directors approval, which is required prior to installation).

8.4.17 Garage doors, door frames and automatic door openers.

8.4.18 Floors, ceilings and railings of individually-owned balconies.

***When the Association has directed repairs inside an owner's unit, it is the unit owner's responsibility to notify the Association within 30 days if the work was not completed satisfactory. Building repairs undertaken in response to damage reported by owners cannot be considered after 30 days.