

LOCHRIDGE LAKESIDE CONDOMINIUM ASSOCIATION BUILDING MAINTENANCE POLICY

The Condominium documents for the Lochridge Lakeside Condominium Association, Inc. state in Article XIX 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, and should any incidental damage be caused to any Condominium Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair and replacement of any Common Property, the Association shall, at its expense, repair such incidental damage. Whenever the maintenance, repair or replacement of any item which the Association is obligated to maintain, replace or repair at its expense is occasioned by any act of a Unit Owner, his immediate family, guests or invitees, and such loss or damage is covered by insurance, any insurance received by the Association shall be used for the purpose of making such repair or replacement, except that the Unit Owner who is responsible for the act causing the damage (whether done by himself or by his family, guests or invitees) shall be required to pay any amount by which the cost of such repair or replacement exceeds all insurance proceeds applicable to said repair or replacement.

The maintenance responsibility for any private streets and driveways owned by the Association shall rest with the Association pursuant to the provisions of the Cary Town Code.

The Condominium documents in Article XVIII state that every owner shall perform promptly all maintenance and repair work within his Condominium Unit which, if omitted, would affect the Condominium, either 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. The Owner of each Condominium Unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans or other appliances or equipment, including any utility fixtures and/or their connections required to provide water, light, power, telephone sewerage and sanitary service to his Condominium Unit. Such Owner shall further be responsible and liable for the maintenance, repair and replacement of the exterior surfaces of any and all walls, ceilings and floors within his Unit including painting, decorating, and for the furnishings and all other accessories which such Owner may desire to place or maintain in his Condominium Unit. Whenever the maintenance, repair or replacement of any item which the Unit Owner is obligated to maintain, replace or repair at his own expense is occasioned by any loss or damage which is covered by insurance maintained in force by the Association, the insurance maintained in force by the Association, the insurance received by the Association shall be used for the purpose of making such repair or replacement, except that the Unit Owner shall be, in said instance, be required to pay such portion of the costs of such repair or replacement as shall, by reason of any deductibility provision of such insurance, exceed the amount of the applicable insurance proceeds received. Any Unit Owner who has exclusive use on any Limited Common Area shall maintain such area at his own expense.

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It is the responsibility of each Unit Owner to maintain all glass doors, door frames and flashing, windows, window frames and flashing, and screens pertinent to their respective Unit.

Any and all maintenance which is the responsibility of the Association will be provided 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 delayed for budgetary reasons.

At its option, the Association will be responsible for interior damage resulting from exterior building failure. If such failure is covered by the Condominium Association's insurance policy, such insurance proceeds will be applied first to the pertinent exterior repairs and next to pertinent interior damage repairs. The Unit Owner will be expected to file a claim under their insurance, when applicable. Sharing of expenses not covered by insurance will be addressed by the Board of Directors on a case by case basis.

If uninsured damage occurs due to a failure of any kind in an adjacent unit, the owner of that adjacent unit will be completely responsible for the repairs.

The Unit Owner, in no instance, will dictate the method of repair used when the Association is responsible for the repair. All such repairs must be authorized by the Board of Directors or its agent. 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. Both the Unit Owner and the Association are to provide maintenance and repairs in good faith and on a timely basis, so as to prevent progressive damage.

The Association shall be responsible for:

- A1. Repair and replacement of roofs, including attic air vents;
- A2. Repair, replacement, and cleaning of gutters and downspouts;
- A3. Repair or replacement, as necessary, of all exterior siding;
- A4. Painting, as necessary, the exterior buildings;
- A5. Repair and replacement of all decks, steps and railings as installed by the builder (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);
- A6. Maintenance of exterior landscaping (not including private garden planted and maintained by homeowners with prior Board approval);
- A7. Repair and replacement of parking areas and roads unless caused by homeowner negligence;

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- A8. Lights in the Common Areas including front and back door lights;
- A9. Garbage enclosure;
- A10. Damage to areas normally the responsibility of Unit Owner, caused by maintenance or repairs to the Common Areas;
- A11. Animal pests inside the building, but not inside an individual unit;
- A12. 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;
- A13. At the Board's option, the Association may arrange, at its expense, for ice and snow removal which they deem necessary to their own convenience and safety, and 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;
- A14. Caulking around exterior doors and windows.

The Unit Owner shall be responsible for:

- U1. Heating and air conditioning units, their concrete pads and feeder lines;
- U2. All screens, windows and doors, including window and door frames and pertinent flashing. The ENTIRE removable unit that constitutes a window or door unit, 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 repainting 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;
- U3. All electrical fixtures, except lights in Common Areas;
- U4. Gardens or flower beds installed by the Unit Owner (Board approval is required prior to initial installation);
- U5. Inside insect control, except termites (see Rules & Regulations, Article XV).
- U6. All unapproved changes, and all adverse effects to Association property resulting therefrom;

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- U7. Ice and snow removal deemed by the Unit Owner or Tenant to be necessary to their own convenience or safety;
- U8. Window boxes or damage to structure onto which they are placed or attached;
- U9. Damage to landscape or parking areas caused by improper parking, by auto repairs, by oil spills, or by negligence;
- U10. 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;
- U11. Inspecting, cleaning and maintaining chimney flues, dampers and fire-places (the Town of Cary Fire Department will do free chimney inspections upon request by the Unit Owner - this must be done annually by the Unit Owner;
- U12. Animals or insects within an individual unit;
- U13. Pipes, wires, conduits, outlets, fixtures and other facilities for the furnishings 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;
- U14. Door bells, knobs, locks, peep sights, and door fixtures;
- U15. Weather-stripping;
- U16. Storm doors and storm windows (style is subject to Architectural Committee control and approval is required prior to installation);
- U17. Garage doors, door frames and automatic door openers.