

**EXTERIOR MAINTENANCE POLICY  
LAKE VILLAGE TOWNES HOMEOWNERS ASSOCIATION, INC.**

Adopted April 7, 2005

The Declaration of Covenants, Conditions and Restrictions for Lake Village Townes Homeowners Association, Inc. defines the Association's responsibility for buildings and grounds maintenance. This policy statement has been adopted by the Board of Directors to clarify the extent of the Association's responsibility and the responsibilities of the individual owner as defined in the Declaration of Covenants, Conditions and Restrictions.

Association responsibilities relating to the buildings comprising the Lake Village Townes are confined to maintenance, repairs, and replacement resulting from normal aging and exposure. Responsibilities are restricted to the original construction, or subsequent repairs authorized by the Association. The following policies will guide the Board of Directors in fulfilling its responsibilities relative to exterior maintenance and repairs.

- 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 will decide when a situation requires remedy. Repairs which are non-emergency in nature may be delayed for budgetary reasons.
- The Association will not be responsible for interior damage resulting from exterior failure or for exterior damage caused by internal problems. Structural damage to walls, floors, roofs, etc., resulting from settling of the foundation is the responsibility of the homeowner, not the Association.
- The homeowner, in no instance, will dictate the method used by the Association in completing repairs for which it is responsible.
- Both the homeowner and the Association are to provide maintenance and repairs in good faith on a timely basis so as to prevent further damage.
- Repair instances not specifically identified will be decided on a case by case basis by the Lake Village Townes Board of Directors.

It is to the benefit of all Lake Village Townes owners that the buildings and grounds of our community be maintained in an attractive safe and healthy condition. To that end, and consistent with the covenants, conditions and restrictions and the above policies, maintenance and repair responsibilities of the Association and of the individual homeowner are as follows:

### **Association Responsibility:**

1. Replacement of roofs. This replacement will include any necessary repair or replacement of sheathing and wood under the shingles. It is not the responsibility of the Association to replace structural supports, such as rafters or joists under the roof, which are causing a problem.
2. Cleaning the gutters and downspouts as necessary.
3. Replacement or repairing of gutters and downspouts as necessary.
4. Repairing or replacing siding as necessary.
5. Painting the exterior of each unit on a regular schedule.
6. Maintenance of trees, shrubs and grass.
7. Maintenance of all driveways and walkways up to, but not including, the front stoop of each unit.
8. Repairing and/or replacement of all streets and driveways.
9. Maintenance and repair of water lines from the meter to the city line.
10. Maintenance and repair of sewer lines from the first cleanout to the city collector line.
11. Maintenance of water or sewer lines between the house and the meter/first cleanout that have been damaged by association maintained landscaping such as tree or shrub roots. All other repairs to these items are the responsibility of the homeowner.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the owner, his family, guests or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles, or smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage Insurance Policies, the cost of such maintenance, replacement or repairs shall be the responsibility of the homeowner.

Article VI gives the Association the right to unobstructed access to and over each lot to perform needed maintenance and repair work at reasonable times. Owners and residents are obligated to allow individuals and companies designated by the Board of Directors access to the lot to ascertain conditions and perform needed work.

The Board of Directors will determine the scheduling and extent of each maintenance and repair need consistent with the availability of funds.

### **Homeowner Responsibility:**

1. All glass and screen surfaces, doors and jambs as installed by the builder. (Exterior doors and frames will be painted by the Association when the units are painted.)
2. Structural problems causing a unit to shift position. Problems caused by this shift will be reviewed when the problem arises and responsibility will be determined at that time.
3. Heating or air conditioning units or any feeder lines to them.
4. All electrical fixtures and lines except lights paid for by the Association on common areas.
5. Any inside damage caused by outside leaks or failures.
6. Garden or flower beds installed by the owner.
7. Outside insect control unless covered under the landscape contract.
8. Damage to building elements for which the Association is responsible caused by changes or installation for which the owner did not receive approval from the Association will be repaired at the owner's expense.
9. Repair and maintenance of all owner initiated architectural changes.
10. Ice and snow removal necessary for their convenience or safety. The Association may elect to contract for this at its discretion.
11. The foundation and all structural parts of the house and decks and the surface floor of patios.
12. Interior drainage system for the unit with the exception of gutters and downspouts.
13. Repair and replacement of storm doors, screens and storm windows.
14. Attic power fans and vents.
15. Damage to landscape caused by improper parking by family, employees, guests and other visitors and from auto repair, oil spill, negligence, pets and unauthorized construction or planting.
16. The extra cost for painting a unit due to unauthorized owner painting involving changing color or using the wrong type of paint.
17. Outside water spigots.
18. Water lines between the meter and the house, unless damage is caused by Association maintained landscaping, such as tree or shrub roots.
19. Maintenance and repair of sewer lines between the house and the first cleanout, unless damage is caused by Association maintained landscaping, such as tree or shrub roots.
20. Cleaning, replacement or repair of wooden decks, porches, supports, railings and cement patios and/or stoops.
21. Problems with animals getting in the attic or other portions of the building.

Exterior plants, ivy and other vines on the exterior surface of the unit are difficult to control, can damage exterior wall surfaces and increase the cost of maintenance. Homeowners who desire to have such plants must keep them in pots and away from the buildings, otherwise the vines will be removed by the Association and the homeowner will be charged for the work.