

COLONY LAKE HOMEOWNERS ASSOCIATION BUILDING EXTERIOR MAINTENANCE POLICY FOR TOWNHOME AND DUPLEX UNITS

The Declaration of Covenants, Conditions and Restrictions for Colony Lake Homeowners Association states in Article X that in addition to maintenance of the Common Area and the facilities located therein, the Association shall provide exterior maintenance upon each lot which is subject to assessment thereunder, as follows:

- Paint (including pressure washing at the time of painting)
- Repair, replace and care for roofs (including sheathing)
- Privacy fences as installed by the builder
- Gutters
- Downspouts and exterior building surfaces
- Care for and maintenance (but not replacement) of trees, shrubs, grass, bulbs and other exterior improvements
- Included in such maintenance shall be the care or replacement of decks and patios (townhome and duplex) as installed by the builder, or modified through an approved architectural review, chimneys, and townhome parking areas
- Such exterior maintenance shall not include glass surfaces, windows and doors and their frames (as can normally be purchased as a single unit,) storm and screen doors and windows or skylights. Nor shall such maintenance include that of attic fans, skylights, electrical fixtures, satellite dishes and the surfaces to which they are affixed, roofs with solar panels, plywood, or other sheathing on walls, retaining walls or the foundations of the buildings.

The article further states the Association shall not be responsible for the repair and maintenance of any utility connections for gas, electric, water, sewer, telephone or cable or any other utility, except as specifically stated herein. Nor shall the Association be responsible for repair or replacement of trees, shrubs, grass, or any landscaping necessitated by repairs by a homeowner or utility company to any utility connection.

Association responsibilities relating to Colony Lake are limited to maintenance, repairs and replacement resulting from normal aging and exposure.

Repairs, and replacements resulting from original construction defects (including defects in original materials used), accidents, termites, fire, flood, water, wind, other natural disasters, civil disturbances, vandalism and any other loss covered under homeowner's insurance, homeowner (or their guests or tenants) negligence and other similar acts, shall normally be the responsibility of the homeowner.

Any and all maintenance which is the responsibility of the Association will be provided by licensed and bonded companies hired by the Management Company acting under the direction and supervision of the Board of Directors. The Management Company will act on

behalf of the Association and will consider the specific circumstances and will recommend to the Board, the most economical and appropriate method/s.

The Board or Management Company (under the supervision of the Board) will decide when a situation requires remedy.

Repairs which are non-emergency in nature may be reasonably delayed for budgetary reasons. If a Homeowner feels that any repair is needed, they should contact the Management Company. The Management Company will notify the Owner, and the Board, of the time framework in which the work will occur.

Structural damage to walls, floors, roofs, etc., resulting from settling of the foundation in one unit, including any resulting damage to adjacent unit(s), is the responsibility of the owner of the failed unit, **not** the Association.

The Association is normally responsible only for items as built by the builder. The Association is also responsible for the maintenance of **APPROVED** changes, additions, or improvements only to the buildings. It is the responsibility of the Management Company and the Owner to keep a file of approved changes. Any **UNAPPROVED** changes, additions or improvements are **NOT** the responsibility of the Association to maintain. It is the responsibility of the homeowner, and all subsequent owners, to repair any damages resulting from an unapproved change and to restore the building to the original state.

A Management Company will work with the Board to establish and maintain regular cycles for inspections and maintenance activities such as painting, roof replacement, deck repairs or other non-emergency or cosmetic repairs. Termite inspection should take place annually. Homeowners are allowed to do touchup painting in between scheduled Association paintings, but they **MUST** use the same quality and color of paint as is on the unit. The Management Company shall provide written notice in advance of work to the Board and all residents affected.

For any repair that is the responsibility of the Association, the homeowner will not, in any instance, dictate the method of repair. Both the homeowner and the Association are to provide maintenance and repairs in good faith and on a timely basis to prevent further damage.

This document is a **SUPPLEMENT** to the Covenants, **not a replacement**. By expanding on, but not contradicting the maintenance responsibilities as detailed in the Covenants, the Association intends to make the responsibilities of the Association and the individual owners easier to understand. This document addresses the **BUILDING MAINTENANCE** aspect of the Covenants only.

This document may be amended by a majority vote of the Board of Directors. Any homeowner may bring concerns or suggestions regarding this policy to the Board of Directors for their consideration. Any such action should be done in writing for the Board to consider it. The following pages will detail the responsibilities of the Association and the individual homeowner.

The Association, therefore, will be responsible for the maintenance, repair and/or replacement of the following, as determined by the Board and/or Management:

1. Roofs at a time determined by the Board of Directors; to include any repair or replacement of sheathing and wood under the shingles. This would include leaks around chimneys caused by flashing and the repair/replacement of ridge vents. It is NOT the responsibility of the Association to replace structural supports under the roof which are causing a problem. The HOA does not repair or replace chimney caps.
2. Roof flashing around chimneys, protruding roof vents and/or skylights
3. Gutters and downspouts, including the regular and periodic cleaning thereof at least twice a year. This will also include blowing off the roofs to get rid of leaves and pine straw. The HOA does not clean out underground drains. Homeowners are responsible for all underground drain cleaning.
4. All siding materials, including brick and stucco, trim boards and decorative moldings.
5. Painting each unit on a regular schedule, including railings, etc., decks and windows and doors.
6. Walkways: The HOA does not maintain the sidewalk on Standish Dr. as this is a Town of Chapel Hill maintained sidewalk.
7. Water and Sewer lines not maintained by OWASA: The HOA will repair and replace water and sewer lines on common area that are shared by 2 or more units. The HOA will not repair a shared line on an individuals property or individual lines running through common area.
8. Decks, patios, porches, stairs, and railings (including structural supports) as installed by the builder. If any deck, porch, or patio is enclosed by the owner, the Association shall no longer be responsible for flooring or structural supports and the enclosed room supports shall be the same as the building foundation, which is NOT the responsibility of the Association.
9. Animal access holes in any part of the building. The Association's responsibility here is to minimize any access paths into the building for squirrels or other rodents or animals. It will be the homeowner's responsibility to remove any animal by means of trapping, and then the Association will close any access. **It is NOT the Association's responsibility to seal EVERY possible access hole, but rather to react to an actual intrusion by an animal.**
10. Exterior moldings of windows and doors.
11. The HOA currently power washes concrete patios and vinyl siding every 3 years. Decks are power washed and stained every 3 years. The HOA will repair and replace concrete patios caused by normal wear.

The individual Homeowner has full responsibility for the maintenance, repair and/or replacement of the following:

1. The foundation and all structural parts of the townhome or duplex unit. Foundation or structural problems causing a unit to shift position, or any problems caused by this shift, including any problems with the patios, porches, or decks.
2. Heating or air conditioning units or any feeder lines to them, including the cement pad on which they sit.
3. All windows, doors, screens, storm doors and skylights including glass, screens, and frames (as purchased as a unit at a supply store) and all associated hardware.

4. All outside plumbing and electrical fixtures attached to the building and the lines feeding them. All components of attic or foundation fans. The HOA does not repair or replace water spigots or faucets.
5. Inside and outside insect control, unless covered under the landscape contract.
6. Removal of any wild animal (squirrels, rodents, birds, etc.)
7. All unapproved architectural changes. This statement does NOT imply that unapproved changes are allowed. All architectural changes MUST be approved by the Colony Lake Architectural Review Committee
8. All areas under the townhomes and decks that may be enclosed to the ground.
9. The extra cost for painting a unit due to **owner negligence** such as changing color, using the wrong type of paint, a poor paint job or mistreatment.
10. Chimney caps
11. Fences and gates will be painted by the Association at the time of the building *being* painted, but that is the limit to the Association's responsibility. Homeowner must have gate unlocked so the Association has access to the building.
12. Any inside damage including painting and replacement of wallpaper, caused by any outside failure when the Association responds in a timely manner to a request for an outside repair.
13. The private portion of sewer line on a private lot is NOT used by anyone else. Any shared line on private property should be shared equally by those parties who use the line. Private lines that pass through common area are the responsibility of the homeowner.

Todd Petherbridge CMCA ® AMS ®



5915 Farrington Road, Suite 104
Chapel Hill, NC 27517
919-403-1400 Phone
919-403-1499 Fax
email: todd@casnc.com