

CONCANNON TOWNHOMES

EXTERIOR MAINTENANCE POLICY

The Declaration of Covenants, Conditions and Restrictions for Concannon Townhomes Association states in Article VIII, Exterior Maintenance that the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: Stain and/or paint the exterior of townhomes, repair, replace and care for roofs, decks, gutters, downspouts, exterior building surfaces, trees shrubs, grass, walks, mailboxes, fences installed by Declarant or the Association, exterior post lights excluding electricity therefor and other such exterior improvements. Such exterior maintenance shall not include glass surfaces, doors and door frames, exterior lighting or fixtures and outlets attached to the units or repair of exterior structures of any townhouse other than the roof.

Any owner who fences or encloses any portion of his lot (which fence or enclosure shall require the prior approval of the Association) may plant trees, shrubs, flowers, and grass in the fences or enclosed portion as he elects and shall maintain the fenced or enclosed portion at his own expense, provided that such maintenance should not hinder the Association in performing its maintenance duties as to the townhome, the remaining yard spaces, or the limited common area. No such maintenance by an owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association, any such owner fails to maintain his yard in a neat and orderly manner, the Association may revoke the owner's maintenance rights for a period not to exceed one year and the Association shall perform maintenance during the revocation period. The owner shall not plant any vegetation in front of his townhome except with the prior written approval of the Association.

Association responsibilities relating to Concannon are confined to maintenance, repairs, and replacement resulting from normal aging and exposure. Repairs, and replacements resulting from original construction defects, accidents, termites, fire, flood, water, wind, other natural disasters, civil disturbances, vandalism and any other loss covered under homeowner's insurance, homeowner negligence and other similar acts shall be the financial responsibility of the homeowner.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the wilful or negligent acts of its owner or his family, tenants, contract purchasers, guests, or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, 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 added to and become a part of the assessment to which such lot is subject.

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. Non-emergency repairs may be delayed for budgetary reasons.

Structural damage to walls, floors, roofs, etc., resulting from settling of the foundation is the responsibility of the homeowner, not the Association.

The homeowner will not, in any instance, dictate the method or time of repair. Both the homeowners and the Association are to provide maintenance and repairs in good faith and on a timely basis so as to prevent further damage. Preventative maintenance performed by the Association may be done as funds permit.

The Association, therefore, will be responsible for:

1. Repair of roofs.
2. Replacement of roofs at a time determined by the Board of Directors. This replacement is ONLY that required strictly due to NORMAL WEAR AND TEAR, AND NOT DUE TO NATURAL OR MAN-MADE DISASTERS OR CATASTROPHIES. This replacement to include any repair or replacement of sheathing and wood under the shingles. It is not the responsibility of the Association to replace structural supports under the roof which are causing a problem.
3. Clean the gutters, roofs and downspouts as necessary as determined by the Board and Management.
4. Replacement or repair of existing gutters and downspouts when necessary, as determined by Board and Management.
5. Repair or replace as necessary, as determined by the Board or Management, all siding and paint each unit on a regular schedule as determined by Board and Management. This work is ONLY that required strictly due to NORMAL WEAR AND TEAR, AND NOT DUE TO NATURAL OR MAN-MADE DISASTERS OR CATASTROPHIES.
6. Maintenance of trees, shrubs, grass and walks to the extent determined by the Board and landscape committee with Management. This does not include private gardens planted by homeowners with Association approval or plants that are damaged due to homeowner negligence.
7. Maintenance of walkways.
8. Repair and maintenance of parking areas.
9. Common area lights.
10. Garbage enclosures.
11. Repair and replacement of decks and fences as installed by the original builder.
12. Repair and replacement of mailboxes and mailbox stands.
13. Drainage and erosion repair affecting limited common area or the units or buildings.

The Homeowner is responsible for:

1. All structural problems including those causing a unit to shift position or any problems caused by this shift.
2. Heating or air conditioning units or any feeder lines to them.
3. Interior damage to a unit resulting from exterior failure and exterior damage caused by internal problems.
4. All storm and screen doors and windows and frames including glass.
5. All sewerage lines between the unit and the town maintained clean-out or common line, and the water line from the house to the meter.
6. All electrical fixtures and lines except lights paid for by the Association on common areas.
7. The area inside a fenced in area and garden or flower beds installed by the owner with approval from the Board.
8. Inside and outside insect control, including termites, unless covered under the landscape contract. Problems with animals, birds and reptiles in chimneys or inside the living unit, including attics and crawl spaces.
9. All unapproved changes
10. Ice and snow removal.
11. Window boxes or damage to structure on which they are attached or on which they are placed.
12. Damage to landscape and parking areas caused by improper parking by the homeowner, his family, employees, guests, etc., by auto repairs, oil spill, negligence, driving on the landscaping, etc.
13. 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.
14. Any damage to decks caused by carpet, plant containers, excessive weight, or by earth against the wood.
15. Cleaning of steps, decks and patios serving his unit, or jointly serving his and an adjacent unit.
16. Cost of any trash removal not normally done by the Town of Cary. If trash is put in a place where the town will not pick it up, efforts will be made to identify the disposer. Any such disposer so identified will bear the cost of removing ALL of such trash not removed by the Town.