

AUTUMN CHACE MAINTENANCE GUIDELINES

Article V of the Amended and Restated Declaration of Conditions, Covenants, Restrictions and Easements regarding Autumn Chace ("Declaration") provides for the maintenance responsibilities of the Autumn Chace Homeowners Association, Inc. ("Association"). The following maintenance guidelines are promulgated for the purpose of clarifying the terms of the Declaration and for setting forth in a clear fashion the maintenance responsibilities of the Association. This is designed to serve as a guideline. All Owners are encouraged to contact the Board of Directors with any specific maintenance questions in the event it is not covered herein. Except as otherwise provided herein, all terms herein shall be defined as provided in Article I of the Declaration or shall be construed under their generally accepted meaning.

I. MAINTENANCE RESPONSIBILITIES IN GENERAL

(a) **ASSOCIATION RESPONSIBILITY:** According to a reasonable prioritization and/or schedule established by the Board, the Association shall maintain, keep in good repair, and, in the Board's discretion improve or alter the following portions of the Property:

(i) **Common Area:** The Association shall maintain, keep in good repair and, in the Board's discretion, improve or alter the Common Area. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all private roads, driveways, paving, walkways, parking areas, landscaping and other improvements situated on the Common Area. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Area, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

(ii) **Common Area of Responsibility:** Pursuant to Article V, Section 1 of the Declaration, the Association is responsible for maintaining those Areas of Common Responsibility, which includes, but is not limited to the following:

(A) exterior surfaces of enclosed garages; **Note: The only exterior surface of enclosed garages is the garage door and frame. The Association will maintain, paint and repair exterior garage doors suffering from environmental deterioration.**

(B) visually exposed surfaces of unenclosed garages and carports, including walls and ceilings; **Note: The Association will maintain, paint and repair carport wood trim, ceilings and siding suffering from environmental deterioration.**

(C) all roof, roof vents, (except attic roof vents), downspouts and gutters; **Note: This Section provides for roof maintenance and repair, which includes periodic re-roofing and replacing flashings as required to protect the interior from water leaks through the roof. Firewalls between adjoining units will be recapped as required to protect from water leaks. This Section also provides for maintenance and repair of the gutters, downspouts and drains, including regular cleaning of the gutters, downspouts and drain lines as required to keep them functioning properly. Rusted out gutters will be replaced as required. The Association will replace fascia boards and make other associated repairs when required. This Section also covers maintenance, painting and repair of metal chimneys.**

(D) all exterior building surfaces with the exception of hardware and glass and excepting the water proofing of the foundation either above or below grade; **Note: This Section provides for maintenance, painting and repair of exterior woodwork as required to maintain the appearance and to protect the exterior of the unit. Brick surfaces will be re-pointed if required. Upon notice of painting, the homeowner is responsible for removing any window screens, storm windows or any other obstructions (e.g: burglar bars etc.) so as to allow the painters unobstructed access to all windows.**

(E) all architectural fenestration; **Note: This Section provides for painting, repair and replacement of shutters.**

(F) all driveways, decorative walls and balconies including railings and screening devices; **Note: This Section authorizes the Association to repair driveways leading from the streets to carports and garages. This Section also authorizes the maintenance, repair and painting of the decorative balconies (not decks) which certain units have as part of the original construction.**

(F) mailboxes and posts, exterior house numbers and wood plaques on which house numbers are posted. **Note: This Section authorizes the Association to maintain, repair and replace damaged mailboxes and posts as required. This Section also makes the Association responsible for painting and repairing the plaques on which house numbers are posted.**

(iii) **Exclusions:** This Section specifically excludes certain responsibilities, which might be implied by the previous points.

(A) walkways and steps, patio surfaces, and landscaping within patios, planters, or courtyards, if any, of the Unit; **Note: This Section reaffirms that facilities within a courtyard or patio are the homeowner's responsibility. Should the homeowner plant a tree in the patio area, it is the responsibility of the homeowner to keep the tree pruned. Should any damage be incurred by falling branches or other problems caused by the tree, it is the responsibility of the homeowner to rectify the problem.**

(B) HVAC or similar equipment located outside the residence; **Note: This Section reaffirms the homeowner is responsible for maintaining any air conditioning or similar equipment serving the Unit even if it may be located in the Common Area outside the owner's lot.**

(C) all doors, including screen and storm doors, hinges, frames, doorframes and hardware which are part of the entry system; **Note: The homeowner is responsible for maintenance and repair of the doors to the Unit, which includes any sliding or French doors (except painting doors and doorframes).**

(D) hose bibs contained in exterior walls of residence; **Note: Maintaining hose bibs contained in exterior walls of residence is the homeowner's responsibility.**

(E) lighting fixtures pertaining to a particular residence and being located outside an entryway, in a carport or in a garage; **Note: Maintenance and repair of these lighting fixtures is the responsibility of the homeowner.**

(F) window screens and glass; **Note: The homeowner is responsible for maintaining and repairing all window screens and glass. The Association will paint but not repair or replace window sashes (the movable frames containing the glass).**

(G) foundations and footing including waterproofing either above or below grade; **Note: The homeowner is responsible for maintenance and repair of all foundations. This includes both the residence and any garage or carport on the lot.**

(H) cleaning of carports and garages; **Note: The homeowner is responsible for cleaning of his or her carport or garage.**

(I) attic fans if any; **Note: The homeowner is responsible for**

maintenance and repair of any attic fans that may be installed.

(J) decks and fences; Note: There are no provisions made in this

Declaration for the Association to maintain or repair any decks or fences. This includes fences between Units and Common Areas, between adjoining lots, between carports and courtyards, and between adjoining carports.

(K) retaining walls; Note: Maintenance of retaining walls that exist in the Common Area is the responsibility of the Association. If a retaining wall is on the Unit lot, it is the homeowner's responsibility to maintain. If it is built between adjoining lots, the retaining wall is treated as a party wall with both homeowners jointly responsible for its maintenance.

(L) and concrete floors or walkways within carports; Note: The maintenance of concrete floors or walkways within carports is not responsibility of the Association.

(iv) Extent of Maintenance Responsibility: The Association is generally responsible for such maintenance and repair for the Common Areas and the Common Areas of responsibility as necessary and as a result of environmental deterioration.

(b) OWNER RESPONSIBILITY: Each Owner shall maintain, keep in good repair, replace, and, in the Owner's discretion, improve or alter, all portions of the Owner's Unit with the exception of those items specified herein to be maintained by the Association. **Each Unit owner is responsible for reviewing the survey for his or her Unit and understanding the boundaries of his or her lot.**

II. SPECIFIC MAINTENANCE RESPONSIBILITIES

The following delineates the specific maintenance and repair responsibilities of the Association:

(a) UNIT ROOFS:

- Repair, maintain and replace the roofs from the decking up, including all felt, underlayment and shingles
- Repair, maintain and replace the ridge vents
- Repair, maintain and replace the boots of the vents and pipes extending through the roofs
- Repair, maintain and replace original chimney caps
- Paint, repair and caulk wood on roof dormers

- Repair, maintain and replace metal roof structure
- (b) **UNIT EXTERIOR WALLS:**
- Repair, maintain and replace all soffits, dentil mould and trim
 - Repair, maintain and replace all exterior brick and wood surfaces
 - Painting of all painted surfaces, including the exterior vents in the exterior walls
 - Repair, maintain and replace all brick and mortar
 - Repair, maintain and replace the brick fire wall
- (c) **UNIT GUTTERS AND DOWNSPOUTS:**
- Repair, maintain and replace all gutters and downspouts
- (d) **UNIT WINDOWS:**
- Repair, paint and caulk top and side brick mould, window sill and subsill
 - Paint all exterior painted surfaces of windows and window trim
 - Repair, replace and paint all shutters
- (e) **UNIT FRONT BAY WINDOWS:**
- Repair, maintain and replace all wood surfaces, including molding
 - Repair, maintain and replace bay windows, with exception of sash and track
 - Paint decorative wrought iron window cover
- (f) **UNIT DOORS:**
- Paint and caulk exterior door and trim
 - Repair, maintain and replace brick mould
 - Repair, maintain, replace and caulk wood arch trim above the door
- (g) **COMMON AREA STORM WATER DRAINAGE SYSTEMS:**
- Repair, maintain and replace all existing storm water drainage systems, with the exception of drywells
- (h) **COMMON AREA PLUMBING AND SEWER UTILITY LINES:**
- Repair, maintain and replace all pipes, lines, ducts, conduits, or other apparatus up to the point that said pipes, lines, ducts,

conduits or other apparatus intersect with the exterior wall of the unit or travel under the unit (inclusive of courtyard and patio areas)

(i) **UNIT FRONT COURTYARDS AND SHARED WALL AREAS:**

- Responsible for one half the costs of full bricking on end units and shall share in the maintenance costs thereof, in proportions to be determined at discretion of the Board
- Responsible for one half of the maintenance, repair and replacement costs of fences located at the border of end unit courtyards; provided however, any responsibility for upgrades in building material for the fences will be maintained in the discretion of the Board, based on overall benefit and location of the proposed upgrades

(j) **UNIT CARPORTS:**

- Repair, maintain and replace the brick walls and four brick support posts/columns as originally constructed (including the brick and mortar on the support posts/columns)
- Repair, paint and replace the wood ceilings
- Repair, maintain and replace the fascia and soffits (including soffit vents)
- Repair, maintain and replace the siding on exterior carport gable ends
- Repair, maintain and replace the roof from the decking up, flashing and cupola
- Repair, maintain and replace the carport gutter systems (including gutters, downspouts, and drains) **Note: Any added gutter screens will be maintained by the Association at the Owner's expense**
- Repair, maintain and replace the mailboxes on the brick columns

(k) **UNIT BALCONIES AND GARAGES:**

- Repair, replace and paint wood, railing, posts, ceiling roof and siding of balconies
- Repair, replace and paint panels of garage doors, with the exception of glass panels, or any panels that were damaged by an Owner

(l) **UNIT MAILBOXES, LOT NUMBERS AND ADDRESS PLAQUES**

- Repair, maintain and replace mailboxes on wood posts, including the repair, maintenance and replacement of the wooden posts

- Repair, maintain, and replace exterior lot identification plaques and numbers on units, garages and carports

(m) **UNIT BREEZEWAYS, WALKWAYS AND PARTY WALLS:**

- Association and Owner share the maintenance, repair and replacement responsibility of party walls adjoining walkway
Note: Specifically applies to Units having a front balcony over a garage
- Painting of trim and doors in breezeways, including doors from garage to breezeway **Note: Specifically applies to Units having a front balcony over a garage**

(n) **UNIT FRONT PORCH, WALKWAY AND STOOPS:**

- Repair, maintain and replace steps, stoop and concrete walk leading to porch **Note: Specifically applies to one-story Units without a front courtyard area**
- Repair, paint and replace porch railing **Note: Specifically applies to one-story Units without a front courtyard area**

(o) **COMMON AREA RETAINING WALLS:**

- Repair, maintain and replace railroad tie retaining walls that extend from the walls of the units that are not shared party walls **Note: The maintenance responsibility of railroad tie and brick retaining walls is contingent upon the location thereof. All retaining walls located within the lot boundaries are the maintenance responsibility of the Owners. All retaining walls located in the Common Areas are the maintenance responsibility of the Association.**
- Repair, maintain and replace railroad tie retaining wall/planter adjacent to the driveway behind Unit 512
- Repair, maintain and replace any railroad tie retaining walls between Units 502 through 508

III. **MAINTENANCE STANDARDS AND INTERPRETATION**

The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Paragraph. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.