

Village II Maintenance, Repair and Replacement Responsibilities Policy

The following Maintenance Repair and Replacement Responsibility policy is in written in accordance with the Village Declaration and Bylaws and further defines and clarifies Homeowner and Association responsibilities regarding maintenance, repair and replacement (clarifies Exhibit E) and establishes additional related Rules and Guidelines in accordance with the Association's Bylaws and Declaration. Reference is made to other Association guideline documents established by various committees and approved by the Board.

Terms:

1. **Unit or Living Unit** - shall mean each residence including the attached garage as described in the Declaration of the Village II Condominiums (Definitions) section 1.1.18 and 1.1.18.1.
2. **Common Area** - shall mean all of the Property, except the Living Unit, as described on the Plats, in the Declaration of the Village II Condominiums (Definitions) section 1.1.7.
3. **Limited Common Area** - shall mean those portions of the Common Area that are under the primary control and use of one unit and/or appurtenances specifically designated on the Plats, in the Declaration of the Village II Condominiums (Definitions) section 1.1.17.

LIVING UNIT - Ownership: Unit Owner

Living Unit – (1.1.16, 1.1.18, 1.1.22, 1.1.30, 2.1.4.10, Exhibit E)

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| 1. Subflooring, floor covering, carpet.
Unit Owner responsible for all maintenance, repair and replacement. | Unit Owner |
| 2. All sheetrock / wall board inside the boundaries of the Living Unit
Unit Owner responsible for all maintenance, repair and replacement. | Unit Owner |
| 3. Interior texture and paint
Unit Owner responsible for all maintenance, repair and replacement. | Unit Owner |
| 4. Any plumbing or plumbing fixtures inside the boundaries of the Living Unit
Includes individual unit water shut off valves wherever located. Unit Owner is responsible for where that shut off valve is located, knowing how to access it and placing a sign or indicator on it, or near it, where it can be seen easily. | Unit Owner |
| 5. Any electrical fixtures, wall plugs, wiring inside the boundaries of the Living Unit | Unit Owner |
| 6. Electrical Main Breaker Box
Unit Owner responsible for all maintenance, repair and replacement. | Unit Owner |
| 7. Heating and air conditioning components / equipment, hot water heaters, and fireplace components.
Owner responsible for components / equipment no matter where it is located - inside or out. (HOA is responsible for piping, wiring, duct work, fireplace vents and chimneys when located inside any walls and/or in the structure where a Unit Owner cannot access from inside the Unit.) | Unit Owner |
| 8. Garages and storage rooms designated specifically for a single Unit.
Unit Owner responsible for all maintenance, repair and replacement. | Unit Owner |

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Common Area - Ownership: Association (HOA)

Common – (1.1.7, 2.1.2, 2.2, 3, 4.2, 4.10, 9, Exhibit E)

- 9. Roof - shingles, structure, vents, fascia, flashing, etc.** HOA
Maintenance includes, but is not limited to, leaf, pine needle and moss removal, as needed. Water Infiltration – See #4 and #5 of Additional Rules and Guidelines (pages 7-7).
- 10. Roof - snow, ice and icicle removal** HOA
Owner allowed to contract for removal of snow from their own driveway, sidewalks and roof at Owner's expense and to contract for ice and icicle removal. See #5 and #7 of Additional Rules and Guidelines (pages 7-8).
- 11. Gutters, Gutter Covers and Downspouts** HOA
Maintenance includes, but is not limited to, leaf, pine needle and silt removal and clogs in downspouts, as needed.
- 12. Attic Space / Insulation** HOA
Owner allowed to add insulation / winterize at their expense. Notify HOA and comply with #2 of Additional Rules and Guidelines (page 6).
- 13. Exterior Siding and Trim** HOA
HOA responsible for all repair and replacement and maintenance, including cleaning and washing. (Owners are allowed to clean the exterior of their own unit, if they wish, at their own expense, in accordance with Architectural Control Committee Guidelines.)
- 14. Stud walls / Insulation** HOA
Owner allowed to add insulation / winterize at their expense. Notify HOA and comply with #2 of Additional Rules and Guidelines (page 6) for all work related, including the removing and replacing of the siding.
- 15. Structure bearing walls and columns, no matter where located in building** HOA
HOA responsible for all maintenance, repair and replacement.
- 16. Pipes (plumbing), ducts (heating and air conditioning), fireplace vents and chimneys, chutes,** HOA
conduits, electrical wires and other utility installations that serve more than one unit.
- Clarification – HOA responsible for any appurtenance inside the stud walls that the Unit owner cannot access from inside the unit.
- Exception: See Limited Common Area Section (page 4) for frost valve hose bib responsibilities.
- 17. Foundation, concrete slabs, floor joists and crawl spaces** HOA
Owner allowed to add insulation / winterize at their expense. Notify HOA and comply with #2 of Additional Rules and Guidelines (page 6).
- 18. Any exterior light fixtures that are on photo-cell or timer controlled, and/or where electricity is paid for by the HOA.** HOA
HOA responsible for all maintenance, repair and replacement.
- 19. All landscaped areas, lawns and grounds OUTSIDE a rear yard, fenced or not.** HOA
Unit Owner may plant and maintain landscaping in the Common Area beds that are in front of their Unit, in accordance with Landscape Committee Guidelines. Any plantings in these Common Areas or alternative maintenance arrangements must be approved by the Landscape Committee. HOA may remove and replace, or require owner to remove and replace, any owner plantings if they become a

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detriment or a threat to other landscaping or plantings or are ultimately are not in keeping with a general established continuity of landscape design.

- 20. Streets / Parking areas / Parking Lots / Sidewalks serving more than one unit** **HOA**
HOA responsible for all maintenance, repair and replacement.
- 21. Perimeter and Building Divider Fences** **HOA**
HOA responsible for maintenance, repair and replacement of perimeter and building divider fences and gates. Owners allowed to paint inside surfaces of wood rear yard fences - paint color, quality and grade in accordance with established Architectural Control Committee Guidelines.
- 22. RV Storage Area** **HOA**
Owner may rent space in designated area from HOA on a first-come, first-served basis. Erection of cover structures over RV's require Architectural Control Committee approval and to be in accordance with established Architectural Control Committee Guidelines.

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Limited Common Area - Ownership: Association (HOA)

Limited Common – (1.1.17, 2.2, 4.2, 4.10, 9, Exhibit E)

- 23. Garage Doors / Equipment** **Unit Owner**
HOA -Oversight / Unit Owner-Maintenance & Fiscal Responsibility
- All at Unit Owner expense. (Repair and replacement of garage doors to be of same color, style and grade or better in accordance with established Architectural Control Committee Guidelines)
- 24. Unit windows, screens and window frames, skylights and frames serving a single unit.** **Unit Owner**
HOA -Oversight / Unit Owner-Maintenance & Fiscal Responsibility
- All at Unit Owner expense. (Repair and replacement of windows to be of same color, style and grade or better in accordance with established Architectural Control Committee Guidelines)
- 25. Exterior doors, screens, thresholds and door frames, sills, hardware** **Unit Owner**
Doorways serving a single unit and leading to an exterior space.
- HOA -Oversight / Unit Owner-Maintenance & Fiscal Responsibility
- All at Unit Owner expense. (Repair and replacement of exterior doors to be of same color, style and grade or better in accordance with established Architectural Control Committee Guidelines)
- 26. Frost valve hose bibs** **Unit Owner**
Those exterior hose bibs serving a single unit and coming out of the wall of that unit.
- HOA -Oversight / Unit Owner-Maintenance & Fiscal Responsibility
- HOA responsible for repair and replacement of any frost valve hose bib on the exterior of a unit. However, Unit owner is responsible for maintaining and winterizing the frost valve hose bib. A properly winterized frost valve will NOT freeze so any repairs required due to freezing will be the responsibility of the Unit owner. See 'Winterizing' # 6 of Additional Rules and Guidelines (page 8).
- 27. Backyard areas designated for the use of a single unit, fenced or not.** **Unit Owner**
HOA -Oversight / Unit Owner-Maintenance & Fiscal Responsibility
- All at Unit Owner expense including, but not limited to, normal sweeping, mowing, landscaping, planting, watering, pruning, sprinkler systems, etc. (Modification, additions, plantings, etc. in accordance with Association rules, standards and guidelines.)
- 28. Any fixture or appurtenance designed to serve a single unit, but located outside the Unit's boundaries** **Unit Owner**
(exterior lighting switched/controlled by unit, doorsteps, stoops, porches, patio slabs, etc.) or as specified otherwise in the documents.
- HOA -Oversight / Unit Owner - Maintenance & Fiscal Responsibility Unit Owner
- All at Unit Owner expense. (Maintenance, repair and replacement of these appurtenances to be of same color, style and grade or better in accordance with established Architectural Control Committee Guidelines)

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29. Any other owner-added, HOA-approved exterior appurtenance designed to serve a single unit. Unit Owner

These can be attached or not attached to the exterior surface of a unit's structure (heat cables, satellite TV dishes, awnings, shades, owner-added balconies, balcony lighting fixtures, storm doors/screen doors, trellis', additional patios, decks, storage buildings, etc.)

HOA -Oversight / Unit Owner-Maintenance & Fiscal Responsibility

All at Unit Owner expense, but in accordance with Association rules and guidelines. These items require submission of applications and Architectural Control Committee approval, and must be in accordance with established Architectural Control Committee Guidelines and provisions of the Declaration. See #1, 2, and 3 of Additional Rules and Guidelines (page 6). and Architectural Control Committee Guidelines.

30. Driveways and sidewalks serving a single unit. Unit Owner

(Does not include asphalt access ways / fire lanes or sidewalks that serve more than a single unit)

HOA -Oversight / Unit Owner-Maintenance & Fiscal Responsibility

HOA is responsible for physically removing snow from driveways and sidewalks serving a single unit in accordance with Association rules and Snow Removal Guidelines. See #7 of Additional Rules and Guidelines (page 8).

Repair and replacement of driveways will be the responsibility of the HOA but at the expense of both the HOA and the Unit Owner in accordance with provisions of the Declaration and the rules set forth herein. See #8 of Additional Rules and Guidelines (page 9).

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Additional Rules and Guidelines

1. Owner Additions, Improvements or Changes - Common or Limited Common Area

- a. Any additions, improvements, changes or repairs made to, or connected to, Common or Limited Common area by a Unit Owner must first be approved by the Association's Architectural Control Committee, in accordance with provisions of the Declaration.
- b. Unit Owner is required to provide Association and the Architectural Control Committee with an Exterior Modification, Addition or Alteration Application, along with plans and specifications, if applicable.
- c. Any improvements or additions made by the Unit Owner become Limited Common Area.
- d. Unit Owner will be required to acknowledge, in writing, that they are responsible for the maintenance of the addition or improvement, that it must adhere to the standards of the Association, and that if it falls below the standards of the Association they will be required to remove it or repair it at their expense, or the Association will mitigate and assess.
- e. Reference various articles within the Declaration, specifically Article 9 of the Declaration, the chart above and Architectural Control Guidelines.
- f. The Association has the authority to stop construction / installation of improvements, or require removal of improvements, that have not been approved.

2. Owner-Contracted Services for Repairs, Maintenance, Construction or Improvements – Common and Limited Common Area

- a. Any substantial repairs, maintenance, installations or construction performed on, or connecting to, Common or Limited Common area must be performed by an insured and State Licensed or State Registered contractor, where applicable.
- b. Unit Owner is responsible for providing the Association office with **copies of contractor's registration / license and proof of Worker's Compensation and Liability insurance, with the Village Condominium Owners, Inc. named as an additionally insured entity** prior to a contractor commencing work on their behalf.
- c. Association may require that Unit Owner stop contractor's work until the required paperwork is submitted to the Association office.
- d. All major construction work must be performed between 7 am and 6 pm daily.
- e. Association is required to maintain copies of the proof of insurances and registration / license in the Unit files.

3. Limited Common Area Assessments

- a. The Unit Owner is responsible for the repair and replacement of a Limited Common Area appurtenance (see Limited Common Area in chart above) that falls into disrepair or is damaged or is in some way below the standards of the Association.
- b. The Unit Owner is responsible for any damage or adverse affects to adjacent property caused by any Limited Common Area appurtenance under their control.
- c. If, after the Unit Owner has been duly notified by the Association and the Unit Owner does not rectify the problem or agree with the Association on a plan of action to mitigate the damage, the Association may obtain an estimate of the costs to repair or replace the appurtenance.

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- d. The Unit Owner may then be given the option of rectifying the situation themselves or the Association will have the work performed and the Unit Owner will be assessed for the costs.

4. Water Infiltration and Responsibilities

- a. Unit Owner is responsible for reporting to the Association any signs of water / moisture infiltrating into the Unit and / or adjacent Common or Limited Common areas as soon as is reasonable and practical whether or not it is obvious where that moisture is originating.
- b. In most cases, the source of the water infiltration is due to the failure of some part of the Common appurtenances – roof, vents, flashing, siding, plumbing inside the stud walls, etc. Ice dams and icicles also cause roofs and flashing to fail. Some Limited Common area appurtenance failures can also be the cause of water infiltration – windows and frames, doors and frames, etc.
- c. The Association is ultimately responsible for determining the source or cause and then repairing the failed appurtenance if it is a Common area appurtenance that has failed.
- d. The Unit Owner is responsible for repairing the failed appurtenance if it is a Limited Common area appurtenance that has failed.
- e. The responsibility for the repair of any subsequent adjacent damage due to the failure is that of the:
 - i. Unit Owner if the damage is to the Living Unit,
 - ii. Association if the damage is to the Common Area, and
 - iii. Unit Owner (in conjunction with and in accordance with Association) if the damage is to Limited Common area.
- f. Reference the Declaration and Exhibit E.

5. Water Infiltration and Immediate Mitigation Measures

- a. Water Infiltration requires immediate action to minimize or avoid damages.
- b. This Rule is established to provide guidelines for immediate action, by the Association or by the Unit Owner, in order to minimize water infiltration damage as quickly as possible.
 - i. Unit Owner should attempt to determine the source of the leak or point of infiltration.
 - ii. If a Unit Owner is unable to contact the Association or the contacted Association representative is unable to act on the water infiltration issue immediately, the Unit Owner is responsible for contacting one of the Association listed contractors (see the Association's Contractor's List) or choosing a licensed, insured contractor from the Yellow Pages or other source, and engaging them to help with immediate mitigation of the problem at hand. Examples: Roofers (for apparent roof leaks, including removal of ice dams and icicles), Plumbers (for apparent pipe leakage or frozen or broken pipes), etc.
 - iii. Payment for the contractor's services to attempt to stop the leaking or infiltration will need to be handled on a case by case basis. However, rule of thumb for these Unit Owner contacted contractors - they shall be paid by the Unit Owner at the time of service, unless other arrangements can be made.
 - iv. If it is determined that the source of the infiltration is due to failure of Common area appurtenances, the Unit Owner will be reimbursed for these immediate contractor costs by the Association.
 - v. Unit Owner should not attempt to repair the Common area appurtenances or attempt to remove ice dams or icicles on their own – contact a professional. (Climbing on roofs is

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dangerous and removing ice dams and icicles can cause more damage to the roofs, flashing and shingles if not done properly. Unit Owners that do attempt to remove ice from their roofs will be responsible for additional damage caused by that removal, if any).

6. 'Winterizing' Measures and Guidelines

- a. Unit Owners shall be responsible for 'winterizing' their unit to help avoid costly damage to their Living Unit, their neighbor's Living Unit and the Common and Limited Common Area.
- b. Before winter weather sets in:
 - i. Remove all hoses from the external hose bibs and assure that there are no additional valves attached to the end of the 'frost valve'.
 - ii. Have crawl space vent covers installed before freezing weather sets in. Remove the vent covers when the warm weather returns in the Spring.
- c. During the winter months:
 - i. If you leave your condo over night or longer:
 1. Do not turn off the heating system. Leave the thermostat set at a reasonable temperature.
 2. Leave the lower cabinet doors at each of the sinks open to allow the house warmth to penetrate.
 - ii. If leaving your condo for a longer period of time consider the following.
 1. Drain all water out of the pipes and leave faucets open
 2. Have a neighbor or friend check your unit regularly, especially if the temperatures are very low.
 3. Leave lower cabinet doors at sinks open.
 - iii. If you are at home and the temperatures are forecasted to drop into the teens or lower, leave your lower cabinet doors at sinks open.
 - iv. Leaving a faucet trickling water is often recommended to keep the water moving in the pipes, therefore making it more difficult for the water to freeze, however consider the fact that if the drain pipe's trap water was to freeze instead of the water pipes, the trickling water could overflow the sink and cause water damage as well.

7. Unit Owner Snow Removal

- a. The Association is responsible for removing snow, in accordance with Association's Snow Removal Guidelines, from all streets, access ways, fire lanes and sidewalks serving multiple units, and various other Common areas, including roofs, as deemed necessary and in accordance with the Snow Removal Guidelines.
- b. The Association is also responsible for removing snow, in accordance with Association's Snow Removal Guidelines, from the driveways and front sidewalks, if any, serving a single unit.
- c. Driveways and Sidewalks
 - i. A Unit Owner may contract to have snow removed from their driveway and sidewalk at their own expense if they wish.
 - ii. Notify Association and provide proof of Insurance in accordance with Rule #2 above, for the snow removal contractor that will be clearing your driveway.
 - iii. Unit Owner will be held responsible for any damage done by their contractor to Association landscaping, irrigation system, curbing, street asphalt as well as any unreasonable damage to the concrete on the unit's driveway.

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d. Roofs

- i. A Unit Owner may contract to have snow removed from their roof at their own expense if they wish.
 - ii. In advance, notify Association and provide proof of Insurance in accordance with Rule #2 above, for the snow removal contractor that will be clearing your roof.
 - iii. Unit Owner will be responsible for moving any snow that is dropped from the roof onto areas that need to be cleared. Association snow removal contractor is not responsible for removing snow from the streets, driveways or sidewalks that is dropped from the roof by Unit Owner's contractor.
 - iv. Unit Owner will be held responsible for any damage done by their contractor to the roof, building and landscaping.
- e. The Association will not compensate or reimburse any Unit Owner for removing, or contracting to remove, the snow from their roof, driveway or sidewalk, unless prior approval has been given by the Board.

8. Driveway Repair and Replacement – Limited Common Area

- a. Driveways are designated as Limited Common Area. Limited Common area is 'owned' by the Association but is generally the fiscal responsibility of the Unit Owner which it exclusively serves.
- b. Repair and replacement of driveways serving a single unit shall have additional rules regarding responsibility.
 - i. Decision regarding repair and replacement of driveways shall be the responsibility of the Association. The Unit Owner will be notified and consulted with, and may have input into the decision, in conjunction with the Association. If there is disagreement, the Association's decision will overrule.