



# **STONEHAVEN AT BEREWICK**

## **HANDBOOK OF ASSOCIATION RULES, REGULATIONS, AND ARCHITECTURAL GUIDELINES**

**\*\*\*\*\*IMPORTANT\*\*\*\*\***

All proposed home modifications and property improvements must have specific prior approval from the Architectural Committee before any action can be taken.

*IN THE EVENT OF ANY CONFLICT BETWEEN THE DECLARATION OF COVENANTS, NORTH CAROLINA LAW, AND THIS DOCUMENT, THE DECLARATION OF COVENANTS OR NORTH CAROLINA LAW SHALL APPLY. THIS DOCUMENT DOES NOT ADDRESS ALL SITUATIONS AND IS ONLY MEANT TO BE USED AS A GUIDE.*

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# Article I. Introduction

## Section 1.01 *Overview of Stonehaven at Berewick HOA*

Stonehaven at Berewick (“Association”) is a deed-restricted community located within the master association, the Berewick Homeowners Association (“Master Association”). Stonehaven is a sub-association of the Master Association, and Stonehaven lot owners are automatically members of the Master Association.

There are 248 townhomes within the Association. The Association includes a Dog Park (on Glenburn Ln), Walking Trails, and convenient pet waste stations.

Directly across Berewick Commons, is the Master Association amenity center – the Manor House – with a large swimming pool, splash zone, playground, basketball court, and volleyball courts. **Access to the Master Association Amenities must be requested through the Master Association.**

## Section 1.02 *Intent of Handbook*

This Handbook of Association Rules, Regulations and Architectural Guidelines (the “Handbook”) is adopted pursuant of Article III, Section 3.3 of the Declaration of Covenants, Conditions, and Restrictions (the “Declaration”) of the Association and is designed to provide a guide of architectural standards, procedures, and rules for the community. This Handbook does not replace the Declaration, Bylaws or Articles of Incorporation for the Association (collectively, the “Governing Documents”). It is the responsibility of each Association member to know, understand, and follow all of the Governing Documents of the Association.

The full set of the Governing Documents of the Association can be found on the Association Website. Should there be any discrepancy between this document and the Governing Documents, the Governing Documents shall control.

## Article II. HOA Information

### Section 2.01 *Contact Information*

Please contact the Association through its management company.

### **Kuester Management Group**

[www.Kuester.com](http://www.Kuester.com)

Email: [Support@Kuester.com](mailto:Support@Kuester.com)

Phone: (888) 600-5044

#### **General Contact Mailing Address:**

Stonehaven at Berewick HOA  
PO Box 3340  
Fort Mill, SC 29716

#### **Remittance Payment Mailing Address:**

Stonehaven at Berewick HOA  
PO Box 998  
Commerce, GA 30529

### **After Hours Maintenance Emergency: 888-600-5044 (Option 1)**

#### ***If the Emergency is a matter of life or death, call 911 immediately***

*A Maintenance Emergency would be an active issue causing damage to property, such as an active plumbing leak or fire to the building(s).*

### Section 2.02 *Association Website & App*

Homeowners can access the Stonehaven at Berewick website by visiting **Kuester.com** and click "**Homeowner Login**" in the top right corner.

This website is password protected for all homeowners. Please contact the management office for login information if you do not have it already. Documents available on the website include, but are not limited to:

- Account Information
- Payment Information
- Work Orders
- Compliance Violations
- Architectural Applications
- Contact Management Office
- Governing Documents
- Meeting Minutes
- Newsletters
- Association Financials

Homeowners can also download the Homeowner App by visiting the Apple AppStore or Google PlayStore and download the **Kuester Connect Homeowner & Board App**.

### Section 2.03 *Association Board of Directors*

The Stonehaven at Berewick Homeowners Association is led by five (5) volunteer homeowners elected to the Board of Directors. Elections occur at the Annual Meeting (held October/November), and Directors serve two-year terms.

The Board of Directors make most of the key decisions about the Association: the vendors, the budget, the maintenance, and the compliance. All of these decisions are made in the best interest of the Association.

## Section 2.04 *Association Insurance*

Stonehaven holds a Master Insurance policy on the Common Areas and the Townhome Buildings. Per the HOA's Insurance Agent, the HOA's Master Insurance Policy covers 100% of the original structure.

Unit owners are responsible for the contents and any improvements or betterments that have been made in addition to the basic original unit.

Each Unit owner should have at minimum an HO-6 policy that will provide coverage for contents as well as additional living expenses in the event of a loss. If the Homeowner has improvements in addition to the base unit, they should insure that as well. ***The Association recommends each owner contact their insurance provider to confirm the coverage that is needed.***

For a copy of the Certificate of Insurance for the Master Policy, please visit the Association website for instructions.

## Section 2.05 *Dog Park*

The dog park is located at 9521 Glenburn Ln and is for Stonehaven residents' use only. There is a keypad to access the dog park, and the code can be found on the Association website.

Animals are never to be left alone in the park and animal owners are required to pick up waste in the park. The gate must be closed and locked after each use. Failure to comply with the Association rules or the posted rules at the Dog Park can result in the suspension of park usage. ***It is not to be used as a play area.***

## Section 2.06 *Trash Collection*

Trash and Recycling is collected on Friday morning by K&S Sanitation.

If you need a replacement can, please contact the Management Company. For recycling, you can purchase a larger container to use – just be sure to mark you address on the side.

Collection includes the contents of your cans, any additional bagged trash and/or resident-owned cans, move-in boxes, and cardboard. Bulky items will be picked up on Fridays as well.

Bulky items include appliances and furniture. **CONSTRUCTION MATERIAL WILL NOT BE PICKED UP.**

## Section 2.07 *Mailboxes*

Cluster Mailbox Kiosks are located on Kingaussie Ave and Garrow Glen Rd.

Parking is limited to five (5) minutes for pickup and drop-off in front of the mailbox kiosks.

For replacement/additional keys, please contact or visit the local post office.

### **Steele Creek – Post Office**

10926 Quality Drive  
Charlotte, NC 28278-8932  
704-504-9809

## Section 2.08 *Utilities: Water/Sewer*

Homes in Phase 1 of Stonehaven share water meters with other homes. Because of these shared water meters, the water bills are paid by the Association, and the homeowners are billed an additional monthly assessment for water.

Homes in Phase 2 of Stonehaven have individual water meters and the homeowners pay their water bills directly to Charlotte Water.

## **Article III. Requests for Maintenance of the Lot**

Work Orders for maintenance items can be submitted to the Management Company by visiting the Association website.

## **Article IV. Common Compliance Reminders**

This is a partial list of restrictions only. For a full list of use restrictions contained within the Declaration, please review that document.

### **Section 4.01 *Architectural Changes to the Exterior***

- (a) Owners must obtain prior Architectural Committee approval before they make any change to the exterior of a Lot or Building, construct or install a new improvement, or make other changes that will affect the exterior appearance of the Lot, unless such approval is specifically exempt in this Handbook (or other Board Resolutions).

### **Section 4.02 *Holiday Decorations (Exterior)***

- (a) Holiday Decorations should not disturb neighbors with excessive lights or sounds.

### **Section 4.03 *Parking***

For a complete list of the Parking Policy, please visit the Association Website to review the [Board Resolution: Parking & Towing](#).

- (a) Overnight street parking is not permitted, except in designated parking spaces marked on Glenburn Ln, Kingaussie Ave, and Garrow Glen Rd.
- (b) Boats, trailers, and other recreational vehicles are not permitted, unless stored wholly in the garage with the garage door closed.
- (c) Commercial vehicles (as are defined by the CCRs) are not permitted.
- (d) Passenger vehicles with company logos (that have a towing capacity under one ton) may be parked in a driveway if it does not fit in the garage so long as it does not block the sidewalk. Tools should be covered if in a truck bed. Vehicle should be kept in good condition.
- (e) Parking is never permitted on the concrete pad located on Garrow Glen or in front of it. Towing will be immediate with no 24-hour warning.

### **Section 4.04 *Signage***

- (a) Signs are to be displayed in the plant beds (pine straw), to ensure there is not a hindrance to the landscapers.
- (b) Only the following types of signs are permitted on any lot:
  - i. One (1) "For Sale" sign (maximum size of 30" x 24").
    - 1. "For Lease/Rent" signs are not permitted.
  - ii. One (1) political sign (maximum size of 24" x 24") may be displayed on a lot. Political signs are not to be displayed earlier than 45 days before an election day, or more than 7 days after an election's day.
  - iii. Two (2) security service signs (maximum size of 2 sq. ft each), one (1) located in the front yard and one (1) located in the rear yard.

## Section 4.05 *Trash Removal*

- (a) Trash containers are to be stored within the garage, so they are not visible from any neighboring property.
- (b) Trash containers are not to be put at the curb before 6PM the day before the trash collection day, and empty containers returned by 11:59PM on trash collection day.
  - i. For example, if Trash Collection Day is Friday, Trashcans cannot go to the curb prior to Thursday at 6PM, and must be returned to the garage by Friday at 11:59PM.

## Section 4.06 *Compliance Process*

If you receive a letter (via USPS or email) notifying you of a compliance issue on your lot – please attempt to address it within 10 business days.

***It is also best to notify the Management Company that you have either taken care of the issue, that you plan to complete the action by a certain date, or that you disagree with what the letter says.***

There are 5 stages of letters that are mailed to Homeowners. Depending on the severity or time-sensitivity of the compliance issue, Stage 1 or 2 may be skipped. If the issue continues, the stages will escalate each month.

- (a) **Stage 1 – Covenant Reminder:** There are a lot of rules when living in an HOA. Some rules may be more obvious than others. Maybe you forgot the rule this one time, or didn't have a chance to take care of it. We understand that, but we don't know everyone in the community – so we don't know if everyone knows certain rules. So, we send a Reminder to make them aware there is a Rule, and that their Lot isn't following the Rule.
- (b) **Stage 2 – Notice of Violation:** If the Issue doesn't get fixed, or gets worse, or is only fixed for a while and happens again (within 2 months) – we send a Violation Notice. This letter lets the homeowner know that the issue needs to be fixed immediately, or needs to not reoccur again.
- (c) **Stage 3 – Notice of Hearing:** If the Issue continues, the Homeowner will receive a Hearing Letter – notifying them that they have been called before the Board of Directors. The Hearing Letter will give a Date/Time and Location of when the Hearing is scheduled.
  - i. At the Hearing, the Homeowner will be given the opportunity to present their case to the Board of Directors as to why they did not follow the rules. Depending on time limits and nature of the issue, the Homeowner may be given 3 to 10 minutes to explain the Issue to the Board.
- (d) **Stage 4 – Hearing Results Notice:** At the Hearing, the Board will not provide their final decision. The hearing is a time for you to present your case. Afterwards, the Board will deliberate the Issue in Executive Session and reach a decision of the Board.
  - i. The Board's decision will be provided in the letter. ***Unless otherwise stated in the letter,*** a \$50 Fine will be assessed if the Issue was not already corrected at the Hearing.
- (e) **Stage 5 – Notice of Fine:** After the 5 days have lapsed, if the Issue persists, the Homeowner will receive a monetary fine of \$100 assessed to their HOA account, and fines will continue to be assessed at each compliance inspection until the issue is corrected.

# Article V. Architectural Guidelines

## Section 5.01 *Architectural Application*

Any changes to the exterior of the Lot or Building requires Architectural Approval from the Architectural Committee.

Submittal of an Architectural Application does not guarantee it will be approved. Each submission presented to the Architectural Review Committee (the "Committee") will be approved or denied based on its own conditions. The Committee has the expressed right to consider any and all factors it deems relevant. Committee decisions may be based purely on aesthetic considerations.

### (a) **Application:**

- i. Prior to any changes being made to the exterior of the Lot or Building, Owners are required to submit a complete application with all required information and fees paid prior to the Committee reviewing the application. An Architectural Coordinator may review the application prior to submitting to the Committee.
- ii. If a partial application is submitted, the Architectural Coordinator may request the Owner provide the additional information prior to the application being sent to the Committee. The Owner is responsible to ensure all necessary information is provided prior to submitting the application.
  1. Necessary information may include but is not limited to: list of materials; accurate images of materials; color swatches; to scale sketches of proposed changes on a property survey map.
  2. If an Owner does not provide all the information and/or fees to complete the application, the Committee and Architectural Coordinator have the right to withdraw (deny) the application.
- iii. If multiple projects are included in one application, the Committee reserves the right to divide into separate applications and charge the additional fees to the submitting Owner.

### (b) **Review:**

- i. Once the Architectural Coordinator has confirmed that the application is complete, the application will be submitted to the Committee for deliberation and review.
- ii. The Committee reserves the right to review the application for a maximum of sixty (60) days from when the completed application is submitted.
  1. If the Committee determines that the application is not complete, the application will not be further reviewed until the additional information has been submitted. Once the additional information has been submitted, the 60-day timeframe restarts.

### (c) **Communication:**

- i. The Committee and Architectural Coordinator will communicate to the Owner via electronic mail to the email address registered with the Association's Secretary. If the Owner wishes to use an alternative form of communication or alternative email address during the Architectural Review, they must specify their request.
  1. The status of an Owner's application is also available via the Homeowner Portal of the Association's website, or by communicating with the Architectural Coordinator.

### (d) **Architectural Approval:**

- i. If your application is approved, it is expected that your project will be completed within sixty (60) days of the project start date.

- ii. ***If your project is going to deviate from your original application (i.e. original materials not available, original location issues, etc.), you must submit the changes to the Committee prior to continuing the project to ensure the new changes are approved.***

(e) **Appeals:**

- i. If your application is denied, you have the opportunity to appeal the decision within fifteen days of the decision letter being sent to the email address on record, by sending a written letter of appeal either by letter or electronic mail to the Registered Agent of the Association.
- ii. If an application and appeal is denied for an existing exterior change that was implemented without Committee approval, you must remove or change the exterior back to its original condition.

## **Section 5.02      *Community Standard: Changes without Architectural Approval***

To help reduce the number of applications, the Committee has established set criteria for certain items that do not need an Architectural Application, as long as the change meets the below requirements.

(a) **Storm Doors**

- i. All storm doors must be either a full single pane of glass or a double pane of glass with a divider in the middle. Storm door color must be a solid matching color of the door trim with no ornate decorations. Maintenance and replacement of storm doors are the responsibility of the homeowner.

(b) **Address Numbers**

- i. Replacement address numbers must be an exact match to the original address numbers on the Unit. Replacement address numbers must be installed in the same location as the Original address numbers
- ii. Owners wishing to add address numbers to the back of the Unit must use address numbers that are black, nail-on, and four (4) inches tall.
  - 1. Additional address numbers may be installed over the garage door to the trim. These numbers must be horizontally centered to the door and vertically centered on the trim. Any damage to the garage door trim due to the installation of the numbers will be the responsibility of the Owner to repair and replace, including damage of wood rot due to the nail penetration of the garage door trim.

(c) **Exterior Hardware**

- i. Door handlesets must be replaced with the same finish and similar profile to the original handleset.
- ii. Deadbolts may be replaced with higher security keypads, but the finish must be the same finish as the original deadbolt.
- iii. Security video doorbells must be installed in the same location as the original doorbell. The doorbell finish must be the same finish as the original or match the finish of the door handleset.
- iv. Exterior building lighting must be replaced with an exact match, including color and size of the original. Owners wishing to install a “Dusk to Dawn”, motion sensing, or other exterior light fixture must submit an Architectural Change Application.

(d) **Landscaping**

- i. Replacement bushes and trees must be the same species and in the same location as the original. Replacement trees must be minimum of 15 gallons. A Tulip Poplar tree may be replaced with a Merlot Redbud. If an owner elects not to replace a tree that has been removed, the stump must be fully removed and proper sod must be installed.
- ii.

Annual plantings are allowed to be planted in the plant beds without architectural approval, but must either be replace or removed from the plant beds promptly after they die out.

- iii. Decorative solar pathway lighting must be contained to the plant beds (pine straw).
- (e) Satellite Dishes
  - i. Maximum allowable size for a satellite dish is twenty-one inches (21”).
  - ii. Dishes must be mounted to the house in a position not visible from the street or mounted on a pole in ground in the rear yard behind the home within the rear corners and within 3’ of the back wall.
  - iii. If installation is required in a location other than the above-reference location, an Architectural Application is required and a statement from the installer must be included.
- (f) Driveway Apron Triangles
  - i. Driveway apron triangles are concrete driveway extensions where the driveway meets the road. Make 2 sections of concrete, one on each side of the driveway entrance, the size of 27 inch x 8 ft or 36 inch x 8 ft. (4 inches thick).

### Section 5.03 *Architectural Changes Not Allowed*

The Architectural Review Committee has determined that the following items will not be approved in the Community.

- (a) Prefabricated, pop-up pergolas.
- (b) Play and Exercise Equipment (including but not limited to free-standing permanent basketball goals, portable basketball goals, trampolines, swing sets, backyard play structures, soccer nets, and similar equipment.)
- (c) Animal enclosures (doghouses, dog pens/ portable dog fences, dog runs, in-ground dog tethers, etc.).
- (d) Plant bed cover in the front and side yards other than pine straw. Changes to the backyard ground cover must have Architectural Approval.
- (e) Fences (provided however that Owners may submit an Architectural Application for landscape privacy screening.)

## Article VI. **Safety**

### Section 6.01 *Fire*

- (a) It is a NC fire code violation to utilize open flame devices such as grills, smokers, fire pits, etc. on balconies, decks, or within 10 feet of a combustible material (building, deck, balcony, fence, pine needles, etc.). The area must be level.
- (b) Smoke detectors should be located on each level of every home near sleeping areas and should be tested twice yearly.

### Section 6.02 *Roadway Safety*

- (a) Please observe the speed limits and be alert to pedestrians. **Keep Stonehaven at Berewick safe for everyone.**

### Section 6.03 *Theft / Burglary*

- (a) Do not leave valuables in your car visible. Do not leave unoccupied vehicles running where they can be stolen. Always lock your vehicles to deter theft.
- (b) Please report any suspicious activity in the community to the police department.

## Article VII. Contact Information & HOA Forms

### **Management Company**

Kuester Management Group  
PO Box 3340  
Fort Mill, SC 29716  
[support@kuester.com](mailto:support@kuester.com)  
(888) 600-5044

### **Website**

<https://kmg.cincwebaxis.com/647stonehaven>

### **Payment Center**

Stonehaven at Berewick HOA  
PO Box 998  
Commerce, GA 30529  
(Include your Account # on your payment)

### **Forms**

- (a) Architectural Change Application

<https://kuester1.formstack.com/forms/arcgeneral>

- (b) Owner Contact Update

[https://kuester1.formstack.com/forms/contact\\_update](https://kuester1.formstack.com/forms/contact_update)

- (c) ACH / Direct Draft

<https://kuester1.formstack.com/forms/dd>

# MAINTENANCE RESPONSIBILITY CHART

*THIS DOCUMENT HAS BEEN CREATED TO ASSIST IN THE IDENTIFICATION OF WHETHER OR NOT THE HOA OR THE HOMEOWNER IS RESPONSIBLE FOR ANY PARTICULAR ITEM. PLEASE REVIEW THIS SHOULD A SITUATION ARISE REQUIRING MAINTENANCE ON YOUR TOWNHOME.*

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Community Name: **Stonehaven @ Berewick HOA**

# of Units: 248

Item	HOA Responsibility	Owner Responsibility	Special circumstances and/or comments
<b>Unit Lot: Landscaping / Irrigation &amp; Lot Maintenance</b>			
<b>Backflow preventer for Irrigation</b>	All	None	
<b>Drainage of lot</b>	None	All	
<b>Driveway/Parking Pad</b>	None	Cleaning, Repairs, and Replacement	
<b>Irrigation</b>	Common Area Irrigation	Irrigation on the Lots	The HOA has elected to make repairs to the Irrigation Systems on individual lots, but this is subject to change.
<b>Landscaping</b>	Grass mowing, removal of weeds & grass clipping, fertilization, and aeration. Shrub & Tree pruning & pine straw replacement.	Replacement of turf, shrubs, trees, and plants on the lot.	
<b>Enclosed Fences</b>	Not Allowed per Section 5.12		
<b>Fence/Partition</b>	Maintain, Repair, Replace	None	Damage due to homeowner's negligence will be the homeowner's responsibility
<b>Mailboxes</b>	Mail Kiosks (Cluster boxes). Cleaning & Maintenance of Structure. Replacement of entire structure if needed.	Rekeying Locks / Replacing Keys	
<b>Sidewalks</b>	Public Sidewalks – maintain, repair, and replace	Private Walkways on the Lot – maintain, repair, and replace	Public Sidewalks located on private streets are to be maintained by the HOA. Public Sidewalks on City Streets are maintained by CDOT
<b>Trash enclosures</b>	None	All	
<b>Walkway to front door</b>	None	Cleaning, Repair, and Replacement	
<b>Pest Control (including flying insect nests)</b>	None	All	HOA holds a termite bond on the buildings

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<b>Exterior of Building</b>			
<b>Damage resulting from owner installed items on exterior</b>	None	All	The HOA retains the right to contract the repair for the exterior and bill the Homeowner.
<b>Deck/Balcony</b>	None	All	
<b>Unit Doors &amp; Frames</b>	Painting of Entry Doors	Glass, Weather Stripping, Hardware, Repairs and Replacement	
<b>Doorbell / Knob / Knocker</b>	None	All	
<b>Dryer vent covers / Cleaning / Leaks</b>	None	All	The HOA may replace the vent cover but is not required.
<b>Exhaust Vents on Roof (including Attic Fans)</b>	None	All, including any interior damage due to water leak relative to HOA responsible roof item.	
<b>Fascia/Soffit/Soffit Vents/Bricks/Vinyl Siding</b>	Paint, Stain, Repair, Replace and Maintain	None	HOA does not repair/replace wall sheathing (plywood/boards under the surface)
<b>Foundation</b>	None	All	
<b>Garage Doors</b>	Exterior Surface Cleaning Only	All Other	Homeowner is responsible for any repairs to the exterior cause by damage from a vehicle
<b>Downspouts/Gutters</b>	Cleaning, Repair and Replace	None	
<b>House numbers</b>	None	All	The HOA may replace missing Builder installed house numbers but is not required.
<b>Patio</b>	None	All	
<b>Roof</b>	Maintain, Repair, Replace Roof Shingles and all other portions of the roof including: Decking, Dormer, Underlayment, Flashing, Drip Edge, Vent Boots.	Owner is responsible for any interior damage due to a roof leak.	The HOA has elected to make repairs to the full roofing system. Ventilation systems are not included.
<b>Shutters</b>	All	None	
<b>Stoop/porch</b>	None	All	

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<b>Structure</b>	None	All	
<b>Wall surface outside</b>	All	None	In the event the siding is damaged by the resident, the resident is liable for repairs.
<b>Windows</b>	None	All	
<b>Interior of Unit</b>			
<b>Drywall Inside unit</b>	None	All	
<b>Electrical inside of unit (fixtures/bulbs/outlets)</b>	None	All	
<b>Fire Control Equipment</b>	Not Applicable	All	Fire Control Equipment including but not limited to: Fire Suppression Piping, Monitoring Hardware, Smoke/Carbon Monoxide Detectors
<b>Insulation (walls &amp; attic)</b>	None	All	
<b>Interior damage due to exterior failure</b>	None	All	
<b>Plumbing</b>	None Inside of Unit	All	See <b>Utilities/Water &amp; Sewer Lines</b> below for more info
<b>Weather Stripping</b>	None	All	
<b>Utilities</b>			
<b>Electrical outside of unit (fixtures/bulbs/outlets)</b>	None	All	
<b>Exterior Hose/Faucet</b>	None	All	
<b>Gas Meter/Piping</b>	Main Gas Pipe in Common Areas	Individual Gas Pipe to unit and in unit	
<b>HVAC</b>	None	All	
<b>Water Meter</b>	None	All	
<b>Water/Sewer Lines</b>	Maintain, Repair, Replace the HOA water/sewer lines that services multiple units	Water/Sewer lines that services their unit. Any plumbing lines coming from the HOA's mainline is the Owner's Responsibility.	Phase 1 units have shared water meters. The HOA maintains the lines from the meter to where the Unit's line branches off. Phase 2 units have individual water meters.

## MAINTENANCE RESPONSIBILITY CHART

Below are the excerpts from your community's Governing documents that were referred to when compiling the list above. Below that are some helpful diagrams to help you identify certain items referred to above that you may or may not be familiar with.

### ARTICLE VIII

#### LOT AND TOWNHOME UNIT MAINTENANCE BY OWNER AND ASSOCIATION

Section 8.1 Owner Maintenance. Except as maintained and repaired by the Association in accordance with this Article and otherwise as provided in this Declaration, each Owner shall maintain his Lot and Residential Unit in good repair. The yards and landscaping on all improved Lots shall be neatly and attractively maintained, and shall be cultivated and planted to the extent required to maintain an appearance in harmony with other improved Lots in the Property. If any sidewalk is partially or completely located on an Owner's Lot and third parties have an easement to use such sidewalk, then the Association (and not the Owner) shall be responsible for the maintenance and repair of such sidewalk. During prolonged absence, an Owner shall arrange for the continued care and upkeep of his Lot. In the event a Lot Owner fails to fulfill his maintenance and repair obligations under this Article, the Association may undertake required repairs, replacement and maintenance and charge the cost thereof to the Lot Owner as an individual assessment. An Owner shall not allow a condition to exist on his Lot which will adversely affect any other Lots and Residential Units or other Owners. Without limiting the foregoing, Owners, and not the Association, shall be responsible for watering their own lawns and landscaping on their Lots, and are subject to individual assessment for failure to do so and for any resulting replacement costs incurred as a result of such failure.

Section 8.2 Association Maintenance. The Association (and not the individual Owners) shall provide exterior building maintenance for the Residential Units and Lots as follows: paint, stain, repair, replace and maintain of the exterior surfaces of the Residential Units, including the painting of entry doors and the repair of siding (but excluding repair and replacement of entry doors and garage doors and their appurtenant hardware; excluding the repair of wall sheathing; and further excluding all exterior glass including windows and patio doors); repair, replace, and maintain roof shingles (but excluding maintenance, repair and replacement of other portions of the roof); repair and replace gutters and downspouts. The Association shall likewise maintain all yards, lawn areas and grassy areas, and landscaped features and areas (including but not limited to plants, flowers, trees and bushes, but not including irrigation systems) located on the Lots and the same within all adjacent Common Areas and without limitation within the street rights of way. The required maintenance shall include grass mowing, removal of weeds and grass clippings, fertilization and aeration, all to be performed in manner and frequency as determined by the Board of Directors. The cost of providing the repair and maintenance work described above, as well as reserves for the same shall be assessed against the Lots as part of the Assessments under this Declaration. Owners, and not the Association, shall be responsible for watering their own lawns and landscaping on their Lots, and are subject to individual assessment for failure to do so and for any resulting replacement costs incurred as a result of such failure. Furthermore, the Association shall obtain such insurance for the benefit of the Owners and their Residential Units as is described in Article XI and shall charge the Owners of said Units for such insurance as part of their Assessments.

Section 8.3 Community Wide Standard. All maintenance and repair under this Declaration shall be conducted so as to maintain the Project in first-class condition, consistent with other first-class townhome communities in the Charlotte/Mecklenburg County Area (the "Community-Wide Standard") and the Community-Wide Standard described in the Charter.

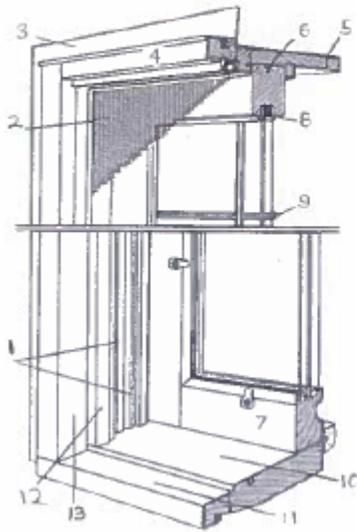
# MAINTENANCE RESPONSIBILITY CHART

Below are the excerpts from your community's Governing documents that were referred to when compiling the list above. Below that are some helpful diagrams to help you identify certain items referred to above that you may or may not be familiar with.

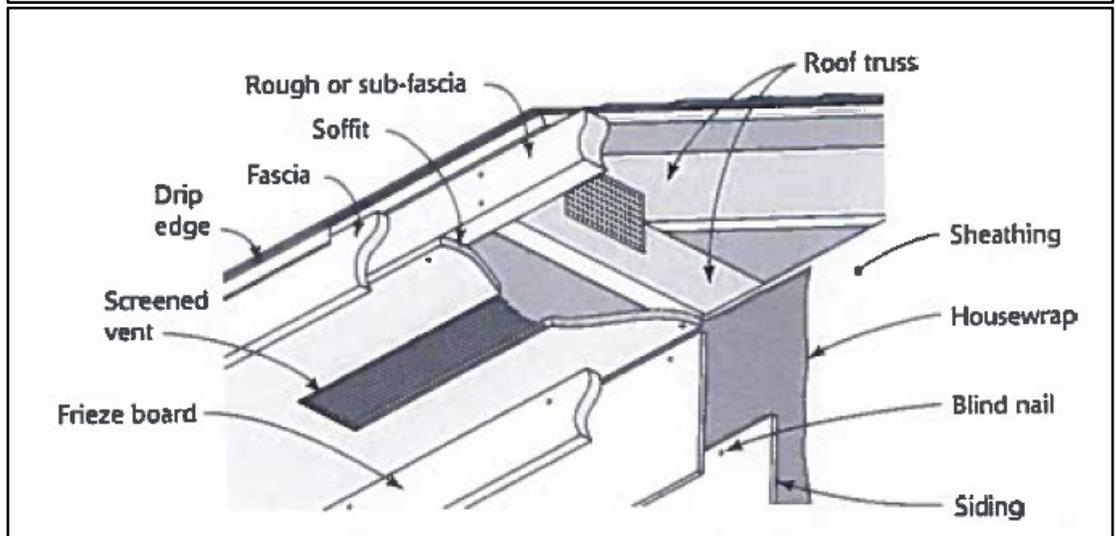
## ANATOMY OF CONSTRUCTION

While the attached items are not all inclusive, they can help define certain portions of the unit that may not be familiar to you as you read the above information. This visual representation and labeling may help provide a better understanding of some of the components and help you to determine if an issue is the responsibility of the homeowner or the HOA

## Window



1. Tracks
2. Screen
3. Nail Fin (Vinyl Window)
4. Exterior Casing (vinyl)
5. Head Jamb
6. Weather Stripping
7. Sash
8. Glazing
9. Grids
10. Sill
11. Nosing
12. Blind Stop
13. Brick Moulding



## MAINTENANCE RESPONSIBILITY CHART

Below are the excerpts from your community's Governing documents that were referred to when compiling the list above. Below that are some helpful diagrams to help you identify certain items referred to above that you may or may not be familiar with.

### ANATOMY OF A DOOR

While this picture depicts the door from the inside, the descriptions are applicable for the same item on the exterior of the building

