

Section 5 Maintenance

5.1. Maintenance of Townhome Lots.

(a) The responsibility for maintenance, repair and upkeep for each Townhome Lot and related components and improvements shall be allocated between the Association and the Owner as follows:

Item	Maintenance, Repair or Upkeep Obligation	Responsible Party	
		Associ- ation	Owner
1.0	Structural components (including building foundations and footings, as well as waterproofing above or below grade)		X
2.0	Driveways, walkways, exterior steps:		
2.1	-- Routine cleaning (e.g. sweeping)		X
2.2	-- Periodic cleaning (e.g. pressure washing) which is to be performed for all or a group of Townhome Lots	X	
2.3	-- All other maintenance or repair		X
3.0	Stoops:		
3.1	-- Routine cleaning (e.g. sweeping)		X
3.2	-- Periodic cleaning (e.g. pressure washing) which is to be performed for all or a group of Townhome Lots	X	
3.3	-- Periodic painting or staining of visible surfaces (and routine maintenance associated with that work) which is to be performed for all or a group of Townhome Lots	X	
3.4	-- All other maintenance or repair	X	
4.0	Heating and air conditioning units or similar equipment, including and pipes, wires, or conduits:		
4.1	-- If serving only one Townhome Lot		X
4.2	-- If serving multiple Townhome Lots	N/A	N/A
5.0	Lighting fixtures:		
5.1	-- Located outside a Townhome Lot or in a garage, if it is controlled by only one Townhome Lot		X
5.2	-- Located outside a Townhome Lot, if it is controlled by the Association	X	
6.0	Exterior surfaces of the Townhome Lot (excluding doors, windows, shutters):		
6.1	-- Routine cleaning		X
6.2	-- Periodic maintenance (e.g. pressure washing) of visible surfaces which is to be performed for all or a group of Townhome Lots	X	
6.3	-- Periodic painting of visible surfaces (and routine maintenance associated with that work) which is to be performed for all or a group of Townhome Lots	X	
6.4	-- All other maintenance or repair	X	
7.0	Doors made primarily of wood and exterior door frame (including garage doors, if made of wood):		
7.1	-- Routine cleaning		X

Item	Maintenance, Repair or Upkeep Obligation	Responsible Party	
		Associ- ation	Owner
7.2	-- Annual maintenance (e.g. painting, staining, caulk) of visible exterior surfaces as needed		X
7.3	-- Periodic painting or staining of visible exterior surfaces (and routine maintenance associated with that work) which is to be performed for all or a group of Townhome Lots	X	
7.4	-- Maintenance and repair of hardware components		X
7.5	-- All other maintenance or repair		X
8.0	Doors not made primarily of wood and exterior door frames (including garage doors):		
8.1	-- Routine cleaning		X
8.2	-- Annual maintenance (e.g. painting, staining, caulk) of visible exterior surfaces as needed		X
8.3	-- Periodic painting or staining of visible exterior surfaces (and routine maintenance associated with that work) which is to be performed for all or a group of Townhome Lots	X	
8.4	-- Maintenance and repair of hardware components		X
8.5	-- All other maintenance or repair		X
9.0	Windows, shutters and screens:		
9.1	-- Routine cleaning (e.g. window and screen cleaning)		X
9.2	-- Annual maintenance (e.g. caulk)		X
9.3	-- Periodic painting or staining of exterior components of windows performed which is to be performed for all or a group of Townhome Lots	X	
9.4	-- Maintenance and repair of glass		X
9.5	-- Maintenance and repair of hardware components		X
9.6	-- Maintenance and repair of exterior shutters	X	
9.7	-- Maintenance and repair of screens		X
9.8	-- All other maintenance or repair		X
10.0	Roof:		
10.1	-- Periodic cleaning	X	
10.2	-- All other maintenance or repair	X	
11.0	Gutters and Downspouts:		
11.1	-- Periodic cleaning	X	
11.2	-- All other maintenance or repair	X	
12.0	Decks, Balconies, Courtyard Areas and Patios:		
12.1	-- Routine cleaning		X
12.2	-- Annual maintenance (e.g. painting and staining) of visible exterior surfaces as needed		X
12.3	-- Painting or staining of visible surfaces (and routine maintenance associated with that work) which is to be performed for all or a group of Townhome Lots on a routine, periodic basis	X	
12.5	-- Cleaning or pressure washing of visible floor surfaces (and routine maintenance associated with that work) which is to be performed for all or a group of Townhome Lots on a routine, periodic basis.	X	
12.6	-- All other maintenance and repair.		X

Item	Maintenance, Repair or Upkeep Obligation	Responsible Party	
		Associ- ation	Owner
13.0	Fences (if permitted under Section 6.19 of the Master Declaration):		
13.1	-- Routine cleaning		X
13.2	-- Periodic painting or staining of visible surfaces (and routine maintenance associated with that work) which is to be performed for all or a group of Townhome Lots	X	
13.3	-- Maintenance of gate hardware		X
13.4	-- All other maintenance and repair		X
14.0	Water and sewer pipes, wire and conduits , and related components, whether located within or outside of the boundaries of a Townhome Lot:		
14.1	-- If components serve (1) more than one Townhome Lot, or (2) both a Townhome Lot and Common Area (so long as the components are not maintained on an ongoing basis by a public or private utility company or by a governmental authority)	X	
14.2	-- If components serve only one Townhome Lot		X
15.0	Hose bibs		X
16.0	Satellites and Antennas , and related components, whether located within or outside of the boundaries of a Townhome Lot (if permitted under Section 6.9 of the Master Declaration):		
16.1	-- If components serve more than one Townhome Lot and were installed by Declarant or the Association	X	
16.2	-- If components serve more than one Townhome Lot, but were not installed by Declarant or the Association		X
16.3	-- If components serve only one Townhome Lot		X

(b) Notwithstanding the assignment of responsibility listed above, the Association is not required to perform any maintenance or repair that is caused by an Owner's use or misuse of any of the listed components. Further, the Association has no obligation to perform any maintenance or repair in response to a request by an Owner.

(c) All routine or periodic cleaning or maintenance (including painting and staining) that is the responsibility of the Association will be scheduled on intervals determined by Board at its sole discretion.

(d) After the Declarant Control Period, and upon resolution of the Board and approval by Owners representing at least a Majority of the Townhome Lots, the Association may assume responsibility for providing additional maintenance of Townhome Lots and the structures thereon beyond that listed in Section 5.1(a), with the expenses thereof to be paid as an assessment as provided in Section 4.

5.2. Maintenance of Common Area.

(a) The Association shall maintain and keep in good repair the Common Area and, whether or not the same constitutes Common Area, the following (but only to the extent the same

are not maintained on an ongoing basis by a governmental authority, the Master Association or a third party):

- (i) all entry features for the Community, including any appurtenant landscaping;
- (ii) all street signs, if any, originally installed by Declarant or its affiliates;
- (iii) all storm water detention/retention facilities, including pipes, wires and conduits, and any fence, gate, wall or enclosure surrounding the storm water detention/retention facilities and any other storm water drainage facilities which were originally maintained by Declarant or its affiliates and serve the Community;
- (iv) all Private Drives;
- (v) all street medians and street islands within the Community, and any landscaping associated therewith;
- (vi) median islands, roadway streetscapes and pedestrian scale lighting along Northwinds Parkway (whether located within the Community or along a public right of way);
- (vii) all recreational amenities and facilities serving the Community, including pedestrian trails and walking paths within the Community whether located on the Common Area or on a Lot;
- (viii) the centralized mailbox area(s) and the mailboxes located thereon;
- (ix) all Community green space and open space;
- (x) any improvements installed pursuant to the NLB Easement; and
- (xi) lawn and landscaping maintenance for the Common Area (including the Limited Common Area, if any), including:
 - (A) lawn mowing on a regular basis;
 - (B) tree and shrub pruning;
 - (C) watering landscaped areas; and
 - (D) fertilizer and weed control treatments.

(b) The Association shall have the right, but not the obligation, to maintain property not owned by the Association and to enter into easements and cost sharing agreements where the Board has determined that the maintenance would benefit all or a group of Owners.

(c) Specifically excluded from the Association's maintenance responsibility shall be all maintenance specifically assigned to Owners under Section 5.1.

(d) The Board in its sole discretion may leave portions of the Community as undisturbed natural areas or may change the scope of the lawn and landscaping maintenance in the Community at any time and from time to time. The Board and, during the Declarant Control Period, only with the consent of the Declarant, may change the level of lawn and landscaping maintenance performed. The Board may promulgate rules setting forth the extent of lawn and landscaping maintenance to be performed by the Association.

(e) The Board may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance on behalf of the Association.

(f) All routine, periodic maintenance that is the responsibility of the Association shall be scheduled on intervals determined by Board at its sole discretion.

5.3. Maintenance by Townhome Lot Owners.

(a) Common Area Maintenance Performed by an Owner or Occupant. If an Owner or Occupant performs maintenance or repair to the Common Area that is the responsibility of the Association (including, without limitation, lawn and landscaping maintenance of Common Area), the Owner or Occupant will be doing this work at his or her sole expense and will not be entitled to reimbursement from the Association, even if the Association accepts the maintenance or repair.

(b) Duties of Owners. Each Owner must:

- (i) perform his or her responsibility so as not to unreasonably disturb other Persons in or on other Townhome Lots;
- (ii) promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible;
- (iii) not make any alterations in the portions of the Townhome Lot which are to be maintained by the Association, remove any portion thereof, make any additions thereto, or do anything with respect to the exterior or interior of the Townhome Lot or the structures thereon which would or might increase the Association's maintenance costs or jeopardize or impair the safety or soundness of any Townhome Lot or structure thereon, without first obtaining the written consent of the Board and all Owners and Mortgagees of the Townhome Lots affected; and
- (iv) not impair any easement without first obtaining written consent of the Association and of the Owner or Owners and their Mortgagees for whose benefit the easement exists.

(c) Failure to Perform Maintenance.

(i) If the Board determines that any Owner has failed or refused to discharge properly any of the Owner's obligations with regard to the maintenance, repair or replacement of items for which the Owner is responsible hereunder, then the Association shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide the necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. Except in an emergency situation, the Owner shall have 10 days from the date of the notice within which to complete the maintenance, repair or replacement, or, if the maintenance, repair or replacement is not capable of completion within the stated time period, to commence the work within the 10 day period and diligently pursue completion within a reasonable period of time.

(ii) If the Board determines that an emergency exists or that an Owner has not complied with the demand given by the Association as provided herein, the Association may provide the maintenance, repair or replacement to the Townhome Lot at the Owner's sole cost and expense, and all costs shall be added to and become a part of the specific assessment to which the Owner is subject, shall become and be a lien against the Townhome Lot, and shall be collected as provided herein for the collection of assessments.

(iii) Notwithstanding the foregoing, if the need for maintenance, repair or replacement by the Association under this Section is caused through the willful or negligent act of any Owner or Occupant or their family, guests, lessees or invitees, and is not covered or paid for by insurance, in whole or in part, then all of the costs of the work may be specifically assessed against the Townhome Lot of such Owner or Occupant.

(d) Not Applicable to Declarant. Section 5.3 shall not apply to any Townhome Lots owned by the Declarant unless occupied as a residence.

5.4. Liability.

(a) Owners, Occupants and their guests shall use the Common Area and all portions of the Community not contained within a Townhome Lot at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants must inspect the Common Area and any improvements located thereon for any defects, perils or unsafe conditions related to the use and enjoyment thereof. The Association, Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for:

- (i) personal injury to any person occurring on the Common Area;
- (ii) loss or damage to personal belongings used or stored on the Common Area or on any other portion of the Community; or
- (iii) loss or damage, by theft or otherwise, of any other property of an Owner or Occupant.

(b) In addition to the foregoing, the Association, Declarant and their respective officers, directors, representatives, agents and employees shall not be liable for injury or damage to any Person or property:

- (i) caused by the weather or by an Owner or any other Person;
- (ii) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association; or
- (iii) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair.

5.5. Master Water Meter – Fire Suppression System.

(a) A master water meter for fire suppression for all Townhome Lots (the “Water Meter”) will be installed within the Community. The Association shall be responsible for the operation and administration of the expenses associated with the Water Meter. The Association shall pay all usage charges for water supplied to the Townhome Lots through the Water Meter.

(b) Water usage through the Water Meter for the Townhome Lots will be determined and allocated by the Board based on a straight per-lot allocation, unit size, number of bedrooms, number of occupants, pro-rata or any other technique determined by the Board in its discretion. The same method of calculation will be used for each Townhome Lot. The costs shall be a specific assessment against each Townhome Lot in accordance with Section 4.5.

Section 6 **Use Restrictions and Rules**

Section 6 of the Master Declaration sets out certain use restrictions which must be complied with by all Owners and Occupants. The Board may, from time to time, without consent of the members, promulgate, modify or delete and rules and regulations applicable to the Townhome Lots and the Common Area. The rules, regulations and use restrictions shall be distributed or otherwise made available (in a manner deemed reasonable by the Board) to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified at a regular or special meeting by a Majority of the Total Association Vote and, during the Declarant Control Period, by the Declarant.

Section 7
Insurance and Casualty Losses

7.1. Insurance Obtained by Association.

(a) By virtue of taking title to a Townhome Lot subject to the terms of this Declaration, each Owner of a Townhome Lot acknowledges that the Association shall have no obligation to maintain insurance covering the personal property of an Owner or Occupant within a Townhome Lot. Each Owner of a Townhome Lot covenants and agrees with all other Owners of Townhome Lots to obtain and maintain the following (the policies required hereunder shall be in effect at all times):

- (i) a liability policy covering damage or injury occurring in a Townhome Lot; and
- (ii) insurance covering an Owner's or Occupant's personal property.

(b) Unless otherwise determined by resolution of the Board and at least 30 days' prior written notice to each Owner, the Association shall obtain a blanket casualty insurance policy providing property insurance coverage for all structures constituting Townhome Lots. Insurance obtained and maintained by the Association shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

(c) The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who would be responsible for the loss in the absence of insurance. If the loss affects more than one Townhome Lot or a Townhome Lot and the Common Area, the cost of the deductible may be apportioned and assessed equitably by the Board among the parties suffering loss in accordance with the total costs of repair, unless the insurance policy provided that the deductible will apply to each Townhome Lot separately. If any Owner fails to pay the deductible when required hereunder, the Association can pay the deductible and assess the cost to the Owner pursuant to Section 4.5.

(d) If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall obtain a public liability policy applicable to the Common Area insuring the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have a combined single limit of at least \$1,000,000.00. If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain directors' and officers' liability insurance.

(e) The Board is hereby authorized to contract with or otherwise arrange to obtain the insurance coverage required hereunder through the Declarant or its affiliates, which may be under a blanket policy at the Declarant's sole discretion, and to reimburse the Person so providing or arranging the insurance coverage for the cost thereof. The Declarant or its affiliates shall be