

Glenbrook Cottage and Townhome Association

Rules for Townhome Maintenance

**GCTA Maintenance/Landscaping Committee
Ross Barnett, Chairperson**

Current GCTA CC&Rs

Sections Covering Townhome Maintenance Responsibilities

Section 6.1 Association Maintenance Responsibilities

c) Townhome Lots. The Association is responsible to maintain, repair, and replace only the following components of Townhome Lots: (i) Roof coverings of Residences, including felt, vents, vent caps, flashing, but excluding sheathing, and all other roof structures, such as skylights, antennas, satellite dishes, and solar devices; (ii) Painting and caulking of the exterior siding and trim of Residences; and (iii) Driveways and walkways, except that Owners are responsible to keep the driveways and walkways clean and chemical-free.

Section 6.3 Owner Maintenance Responsibilities

(c) Townhome Lots. Each Owner is responsible to maintain, repair, and replace all components of the Owner's Lot, including, but not limited to, siding, and trim, except for those components that the Association is responsible to maintain, repair, and replace pursuant to Section 6.1, and utility facilities maintained by utility companies or agencies.

Section 1 - Townhome Repainting

1A. Annual Inspection of Units

As per CC&Rs, an annual inspection of visual appearances of townhome units is the Association's responsibility. This is NOT a structural inspection; it is an inspection of units' visual appearances only. The Board will direct Management to arrange for an inspection of all units to be repainted each year. This inspection will be done by a qualified person designated by the Board or Management. At the time of the inspection, it will be determined if there is a need for residing. The units to be repainted will also be inspected by the Association's designated paint supplier or painting contractor, and Management will obtain whatever labor and/or materials warranties are available at the time, if this does not incur excessive cost.

1B. Repainting Schedule

The Board and Management will maintain a yearly repainting schedule, which will be available in the Management office. Based on the annual inspection report, the Board and Management may make appropriate adjustments to this schedule on a case-by-case basis. Unless such adjustments are required or requested, the Board and Management

will make every effort to adhere to the repainting schedule. Owners of units to be repainted will be notified several months in advance, and repainting will be completed as early in the spring as weather permits.

The Association may, at its discretion, paint one side of a unit that has had excessive paint deterioration as a result of its exposure to sun and weather, without painting the other sides of the unit.

1C. Paint Product

Lapsiding:

The Association will do a one-time repainting of the lapsed units with the combination of an elastomeric base coat and an acrylic surface coat. Future paint products will be determined by the Board upon recommendations by Management, DRC, and a designated paint supplier or painting contractor. These paint products will be used unless it is determined during the annual inspection that the paint will not adhere properly to the lapsiding. (see Section 2 for residing rules).

Shingled Units:

The elastomeric paint cannot be used on shingled units. An appropriate paint product will be selected for these units, unless it is determined during the annual inspection that the paint will not adhere properly to the shingles (see Section 2 for residing rules).

1D. Homeowner Notification and Repairs

Management will notify homeowners of units to be repainted during that year. This notification will take place several months in advance of the spring repainting so that owners will have an adequate amount of time to make repairs and decisions regarding residing. Owners will need to notify Management of their repairs and residing decisions. Owners whose units are scheduled for repainting will be required to complete all necessary repairs in a timely manner so as to not unnecessarily delay the repainting schedule. The Board may contract for any necessary repairs not satisfactorily completed by the owner and bill the owner for any and all expenses involved, including a Board-approved fine.

1E. Management Supervision

Management will supervise repainting projects to assure that the designated paint supplier's specifications are followed. Upon completion of repainting, Management will obtain paint supplier's written confirmation of completion in accordance with specifications. In addition, Management will obtain any materials and/or labor warranties available, if this does not incur excessive cost.

Section 2 - Townhome Residing

2A. Annual Inspection of Units

As described in Section 1 (1A), Management will contract for the yearly visual inspections of the townhome exteriors, and homeowners will be notified in a timely fashion as to the condition of their siding/trim/paint. If the inspection report indicates that residing is required before the next repainting, Management will notify owners as to this requirement, and owners will be expected to reside their units before being repainted.

2B. Mandated Residing Timetable

All units will be required to be resided in approved **pre-painted**, fiber-cement products no later than December 31, 2014.

The historic Glenbrook Inn units are excluded from the residing mandate until further investigation and approval has been completed by the Design Review Committee and GCTA.

2C. Residing by Homeowner Instead of Association Repainting, and Possible Reimbursements

Units Scheduled For Painting Within The Current Calendar Year:

If homeowner elects to reside instead of having the Association repaint, homeowner shall notify Management. Approved siding products must be used (see section 2D) and approved DRC procedures must be followed. The GCTA Board may approve incentives to reimburse homeowners a set amount based on the savings to the Association related to painting costs. The amount may vary from year to year. If the homeowner elects to have the Association repaint, siding incentives will **not** be offered again to the homeowner in subsequent years.

Units Not Currently Scheduled For Repainting:

Homeowners who wish to reside at a time other than their scheduled repainting can do so, but must use approved products and follow approved DRC procedures. The owner may request a one-time reimbursement of pro-rated painting costs that is dependent on number of years since the previous painting and the projected future painting. The reimbursement amount must be set and approved by the Board before residing takes place. Reimbursement would take place during the year of the originally scheduled repainting of the unit.

Units Mandated To Be Resided Before The Deadline Of December 31, 2014:

A different rule applies when the annual inspection report determines that no repainting can take place until a unit is resided. For such units, homeowners are required to reside within a time frame set by the Board and Management, so that each unit's visual appearance is maintained according to the CC&Rs. The Board may, at its discretion, approve certain incentives and/or reimbursements to help these owners reside within the set time

frame, but even without such incentives, it is the owner's responsibility to reside when directed to do so by the Board and Management. Incentives will not be offered to those homeowners who declined incentives in prior years when scheduled for repainting. Failing to reside can lead to increased costs and possible fines or liens for the owner.

2D. Residing Product

At this time, the Association only authorizes residing with an approved fiber cement product: Hardi-Plank, Weatherboard, or the equivalent. The homeowner's contractor must be able to demonstrate adequate experience and/or competence in the special skills necessary to apply fiber cement siding. Furthermore, the homeowner and contractor must file all required paperwork and fees with the Association office, and must comply with all Association/DRC regulations. The owner will be held responsible for any issues regarding contractor compliance.

The approved fiber cement product must have a 7-inch reveal to facilitate blind nailing. The Board and DRC may choose to approve either a smooth-sided or a wood-grain, textured fiber cement product. All products must be pre-painted.

For shingled units, the same requirements apply for a replacement fiber-cement shingle product. The Board and DRC may approve conversion from shingles to fiber-cement lap siding. For homeowners who wish to do this conversion, they must still follow the DRC procedure for approval.

Concerning partial residing, the Association does not consider this to be a viable option in the vast majority of cases. However, if a homeowner wishes to have the Board and DRC consider a partial residing or reshingling, the owner may request a hearing to state his/her case. The Board and DRC will make their decision regarding partial residing on a case-by-case basis.

2E. Homeowner Responsibilities

During the residing process, it is the homeowner's responsibility to oversee the contractor to assure that the manufacturer's specifications are followed and that the siding is blind nailed. It is also the owner's responsibility to ensure that the contractor is in compliance with all applicable county or state building codes, as well as DRC procedures.

The homeowner is responsible for any structural damage that may develop due to faulty siding or siding installation, or from any other cause not related to exterior maintenance.

All homeowners who wish to reside with new products not previously authorized by Board and DRC must submit their plans and residing schedule for approval by the Board and DRC at least three months prior to the desired residing time. If using pre-

approved products and color, owners can submit plans in a shorter period of time, but not less than two weeks prior to desired residing date.

As new products and technologies become available, different siding materials may become more desirable. Homeowners are encouraged to research siding products and bring their findings to the Board, Management, and the DRC, for consideration.

2F. Appeal Process

If a homeowner feels that there is a need for reconsideration of these residing policies, or the owner has a specific request, he/she must make the request to the Board, either in person or in writing. The Board will make its decision regarding the request on a case-by-case basis following the guidelines as outlined in the CC&Rs.

Section 3 - Townhome Miscellaneous

(Note: Items in this section are listed in alphabetical order)

3A. Additions and Remodels

Any additions or remodels that affect the structural or visual exterior of the unit must have DRC and GCTA Board approval. The homeowner is advised to check with the Association to verify specifics of insurance coverage for additions or remodels.

3B. Bear Damage

Homeowners are responsible for the repair/replacement of any damaged doors or any other structural or siding/trim damage caused by bears. Homeowners are encouraged to use bear-preventative measures such as garbage disposal procedures outlined by the Association, and bear-proof garbage cans and dumpsters either purchased by homeowners or provided by the Association.

3C. Best Management Practices (BMPs)

BMP compliance regarding common area elements is an Association responsibility.

3D. Decking, Stairs, and Trim

Homeowners are responsible for the maintenance, repair, or replacement of their decks, stairs, and trim. Homeowners may choose the replacement material, with DRC approval. That stated, the Association recommends a maintenance-free product such as

fiber-cement, or the equivalent. Homeowners are responsible for obtaining DRC/Board approval for changes to their decks, stairs, or trim.

At the time of residing, the trim must be converted to a fiber-cement product, or the equivalent, and the homeowners are encouraged to have the decks, rails and stairs converted at the same time. All building products will be required to be converted to fiber-cement before the mandatory date of December 31, 2014 (see section 2B).

3E. Front Doors

Homeowners must comply with DRC regulations regarding front doors, and must have DRC/Board approval for any visual exterior changes to their doors. See the DRC manual for specifications.

3F. Furnace Damage

Any interior or exterior damage caused by a furnace malfunction is a homeowner expense/responsibility and, as such, is not covered by Association insurance. Owners are encouraged to have their furnaces checked and service annually.

3G. Gutters

All changes, repairs and additions of gutters must have the approval of both the Board and DRC because it is an exterior visual element.

Once installed, all gutters are the sole responsibility of the homeowner. More specifically, if a homeowner has a gutter, they are responsible for the installation, cleaning, repair, replacement, or removal of the gutter. The homeowner is also responsible for the damage that may occur to their unit or other units as a result of the gutter or the water drainage from the gutter. Furthermore, the homeowner is responsible for any violation of BMP compliance as a result of the water drainage from the gutter.

3H. Lattice And Upgrade/Mandate To Fiber-Cement Siding

The repair and replacement of the lattice under the townhome decks is the responsibility of the homeowner. The homeowner may repair or replace his lattice with Board/DRC approval. If replaced, the homeowner is required to bring the lattice up to the Association specifications, at which time the Association will include the lattice in the repainting schedule.

At the time of any remodel, or during the association painting of the unit, the owner is responsible for replacing wood lattice with an approved vinyl lattice product, supralattice or the equivalent. For fire safety measures, plywood or other approved backing should be installed to prevent embers from entering the areas beneath the deck.

At the time of residing, the deck area where lattice was originally used must be replaced with the pre-painted fiber-cement siding product. All lattice of all units must be replaced with approved, pre-painted fiber-cement products no later than the mandated deadline of December 31, 2014 as outlined in section 2.

The Association may request that a homeowner repair or replace broken lattice. If the homeowner does not make the requested repairs or replacement, the Association may make the desired adjustments and bill the homeowner for the cost of the project, plus any fines leveled by the Board.

3I. Lighting

Currently, the Association maintains all dusk-to dawn lighting fixtures with address numbering that are attached to the garages.

All lighting on the front entrance or on back decking is the responsibility of the homeowner.

Homeowners who wish to change the style of their units' exterior light fixtures must follow DRC/Board approval procedures.

3J. Oil and Propane

Homeowners are responsible for the maintenance and replacement of underground oil and propane tanks. In the event that a homeowner elects to convert from oil to underground propane, this is a homeowner expense. The homeowner must comply with all state regulations, inspections and requirements.

If the homeowner elects to convert to underground propane, the existing oil tank must be removed at the homeowner's expense. In the event that oil contamination of the surrounding land occurs, the homeowner is responsible for the clean-up expenses.

Homeowners are also responsible for qualified ongoing inspections of the underground oil or propane tanks, as required by the state.

Association and/or DRC approval must be obtained if the tank access is in any location where there is an impact on existing landscaping. The Association and/or the DRC can dictate the location of the tanks.

Insurance coverage for oil or propane tanks is the responsibility of the homeowner and is not a covered item in the Association insurance policy.

3K. Pests

The homeowner is responsible for termites, ants, or any other insects, rodents, or other organisms (eg. mold, dry rot) that may exist in or under the units.

The Association is responsible for pests that may affect landscaping elements in common areas. Examples of such pests are aphids, bark beetles, moles, voles, and the like.

3L. Roofing

The Association is responsible for roofing repairs and replacement, as described in the CC&Rs. These responsibilities include repair/replacement of the developer-installed skylights. The roofing expenses will be paid out of the townhome reserve fund.

Because the roofs are an Association maintained element, a homeowner must not direct any repairs or allow any workers/contractors to access roof area without Management approval.

The Association will seek reimbursement from a homeowner for any damage caused to the roof by any person or contractors hired by homeowner.

3M. Tree-Damage or Removal

Landscaping elements, including trees, on Association-owned common areas are the responsibility of the Association.

3N. Walkways and Driveways using Asphalt and Pavers

Pathways and driveways of townhome units are limited common elements for the specific use of the units' owners, and the maintenance and repairs of these elements are paid out of Townhome Reserve funds.

Pathways and parking areas on GCTA common areas are for the benefit of all members, and the maintenance and repairs of these areas are paid out of Cottage Reserve funds.

The Board and Management will develop a maintenance/replacement schedule according to a rating scale of their inspecting contractor.

Townhome Walkways:

The Board has approved conversion from asphalt to pavers for all townhome walkways. The conversion to pavers will take place before December 31, 2009. The costs for this replacement will be paid out of the Townhome Reserve fund through a Special Assessment to the Members who have not already installed pavers.

Townhome Driveways:

The Board has approved the continued use of asphalt for all townhome driveways. At the time of any scheduled maintenance/replacement, the homeowner will be given the option of conversion to pavers for their driveways at the homeowner's expense, with no reimbursements by the Association.. Pavers conversion must comply with DRC approved specifications.

The Association will continue to maintain responsibility for ongoing asphalt/pavers repair and maintenance.

30. Water Damage

Any interior damage caused by plumbing malfunctions or freezing is a homeowner expense/responsibility and, as such, not covered by Association insurance.

Interior water damage caused by incursion from outside is an Association responsibility, with the following exceptions:

- Water damage within limited common elements (decks, porches) and any damage caused by the build-up of snow or ice on these surfaces is the homeowner's responsibility.
- Water damage caused by gutters is the homeowner's responsibility.