

**VILLAGE AT BACK CREEK
HOMEOWNERS ASSOCIATION, INC.
RESOLUTION REGARDING ROUTINE MAINTENANCE
RESPONSIBILITIES**

NO TWO SCENARIOS ARE IDENTICAL, AND DIFFERENT FACTS CAN YIELD DIFFERENT RESULTS. SOME ISSUES ARE TOO COMPLEX TO REFLECT ACCURATELY IN A CHART. THE ATTACHED IS NOT A SUBSTITUTE FOR LEGAL ADVICE, AND IT IS BEST TO CONSULT A QUALIFIED, EXPERIENCED HOA OR CONDOMINIUM ATTORNEY WITH QUESTIONS. THIS CHART DOES NOT ACCOUNT FOR DEFENSES ANY PARTY MAY HAVE REGARDING MAINTENANCE OBLIGATIONS. IN ADDITION, THE CHART ONLY REFLECTS THE OBLIGATION TO PERFORM CERTAIN ROUTINE MAINTENANCE AND NO REPRESENTATION IS MADE AS TO WHETHER SUCH OBLIGATION IS ENFORCEABLE OR ANY MONETARY OR OTHER OBLIGATION THAT MAY ATTACH FOR FAILURE TO PERFORM. THIS CHART ALSO DOES NOT ADDRESS THE DIFFERENT OUTCOMES THAT MAY RESULT FROM A CASUALTY LOSS INVOLVING INSURANCE OR WHETHER ANY COMMON EXPENSE MAY BE CHARGED OR ASSESSED TO AN OWNER.

WHEREAS, Village at Back Creek Homeowners Association, Inc. (the “Association”) is a planned community created by the filing of a Declaration of Covenants, Conditions and Restrictions on April 12, 2007;

WHEREAS, Association is subject to the NC Planned Community Act, which provides that except as provided in a declaration, an “association is responsible for causing the common elements to be maintained, repaired, and replaced when necessary and to assess the lot owners as necessary to recover the costs of such maintenance, repair, or replacement” and that “each lot owner is responsible for the maintenance and repair of his lot and any improvements thereon;”

WHEREAS, Article II, § 4 of the Declaration provides that the lots within the planned community shall include both “single-family detached residences and single-family attached residences,” and that “[a]ttached residences or residential units are those having a ‘party wall’ and are commonly referred to as townhomes or duplexes;”¹

WHEREAS, Article V § 2 of the Declaration provides that assessments may be spent, among other things, for the “improvement, maintenance, repair, and reconstruction of the Common Areas and of the exterior of the attached residential units;”

WHEREAS, Article VI § 1 of the Declaration provides that Association must repair, replace and care for several items located upon each Lot which contains an attached residential unit, including “exterior building surfaces” and “other exterior improvements;”

WHEREAS, The terms “exterior building surfaces” and “other exterior improvements” are left undefined and subject to interpretation, and previous Boards have not adopted a formal policy regarding maintenance responsibilities; and

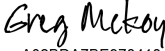
¹ **PROVISO:** As stated above, the lots within the Association contain residences of two varying types. As the Declaration provides varying maintenance responsibilities depending upon the type of residence a Lot contains, this chart is solely applicable to the Lots containing “single-family attached residences” as that term is defined in the Declaration.

WHEREAS, Association has reviewed and determined it is in the best interests of Association to adopt a resolution defining the Associations maintenance responsibilities for items located on a Lot with an attached residential unit, based on the governing documents, rules of reasonableness and past practice.

NOW THEREFORE, The Directors adopt the following resolution for purposes of defining routine maintenance responsibilities for the Lots containing an attached residential unit and treating similarly situated owners of Lots containing an attached residential unit fairly and similarly:

RESOLVED, That the Association's routine maintenance responsibilities for Lots located within the Association and containing an attached residential unit are as defined on the attached Maintenance Responsibilities Chart.

Adopted by the Board, 6/17/2024 _____, ____, 2024.

DocuSigned by:

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President

MAINTENANCE RESPONSIBILITIES CHART²

Owner	Association	What	Declaration Ref.	Comments
X		All items on a Lot ³ other than Listed	Art. VI	
X		Appliances on Lot (stove, refrigerator, fan, fixtures, or connections providing water, light, power, telephone, sewage)	Art. VI	
	X	Common areas	Art. VI	
	X	Curbs on common area	Art. VI	
X		Doorbells	Art. VI	
	X	Doors (exterior and garage doors) – paint, clean or stain exterior surface	Art. VI	
X		Doors (exterior and garage doors) – replacement and repair of door	Art. VI	
X		Electrical problems on Lot	Art. VI	
X		Electrical outlets	Art. VI	
X		Exhaust and ventilations systems on Lot	Art. VI	
	X	Exterior building surfaces	Art. VI	
X		Exterior house numbers	Art. VI	
X		Exterior house lights (side, back, and front house lights and fixtures)	Art. VI	
	X	Exterior street lights	Art. VI	
	X	Exterior post lights on Lot (excluding electricity therefor)	Art. VI	
	X	Fences installed by the developer or by the Association	Art. VI	
X		Fire/smoke alarms and detectors	Art. VI	

² This chart provides general information on routine maintenance and is not legal advice or a legal opinion. Specific questions should be directed to an attorney at Law Firm Carolinas. No representation is made as to maintenance necessitated by a casualty loss or whether any expense for maintenance may be charged to or assessed to an owner.

³ As in the above proviso, this chart only applies to Lots which contain an attached residential unit. The term “Lot” as used herein relates to a “Lot containing an attached residential unit.” No opinion is expressed as to the Association’s maintenance responsibility for other Lots located within the Association.

X		Flowers on Lot	Art. VI	Owners need permission to install all plantings in front yard. No permission needed to install flower plantings in front and rear beds established by Declarant, provided that such maintenance by OWNER does not hinder the Association in maintenance of the exterior of the unit and remaining yard spaces
	X	Downspouts	Art. VI	
X		Driveways and parking area	Art. V§ 2	
X		Foundation issues	Art. VI	
X		Glass surfaces	Art. VI	
	X	Grass	Art. VI	Owners need permission to install plantings in front yard. No permission needed to install flower plantings in front and rear beds established by the developer, provided such plantings to not hinder Association maintenance
	X	Gutters	Art. VI	
X		Interior surfaces (painting and repair of any and all walls, ceilings or floors)	Art. VI	
	X	Mailboxes	Art. VI	
X		Mailbox locks and keys	Art. VI	Check with Post Office with issues
	X	Paint/stain exterior	Art. VI	
		Party wall	Art. VI	Check with Attorney
X		Patio	Art. VI	
	X	Plumbing issues on common area	Art. VI	
X		Plumbing issues on Lot	Art. VI	
	X	Roof	Art. VI	
X		Shutters	Art. VI	
X		Storm Doors	Art. VI	
X		Structural issues	Art. VI	
	X	Trees and shrubs (excluding those planted by owners)	Art. VI	

X		Vent Pipe (cleaning and repair of pipe)	Art. VI	
X		Dryer vent pipe exterior covers	Art. VI	
	X	Water and sewer lines	Art. V §2	
X		Water spigots	Art. VI	
	X	Walks/walkways	Art. VI	
	X	Windows - paint, clean or stain exterior	Art. VI	
X		Windows – replacement/repair	Art. VI	
		<i>Maintenance, Repair, or Replacement caused through the willful or negligent act of the Owner, his family, guests, or invitees</i>		Check with Attorney
		<i>Maintenance, Repair, or Replacement caused through the act or negligence of the Association or an agent</i>		Check with Attorney
		<i>Maintenance, repair, or replacement caused by original builder construction defect</i>		Check with Attorney
		<i>Maintenance, repair, or replacement caused by fire, lightning, windstorm, hail, explosion, riot, strike, civil commotion, aircrafts, vehicles, and smoke</i>		Check with Attorney
		<i>Maintenance, repair, or replacement as a result of casualty loss or which may be covered by an insurance policy.</i>		Check with Attorney