

# Greenbelt Homeowners Association

## Maintenance & Service Responsibility Chart

*In an effort to clarify the responsibility of the homeowner (Owner) vs. Homeowner's Association (Association) with regards to the maintenance & service responsibility of the units, the Board of Directors with the assistance of the legal counsel that the Association employees have created the following document as it relates to the governing documents of the Association with specific reference to:*

- *Declaration of Covenants:*
  - *Book 2252, Page 216 – Article VII – Exterior Maintenance – with special note to paragraph 3:*
    - "In the event that the need for maintenance, repair, or replacement is caused through the willful or negligent act of the owner, his family, guest, or invitee, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke, as the foregoing are defined and explained in North Carolina standard fire and extended coverage insurance policies, the cost of such maintenance replacement, or repairs, shall be added to and become a part of the assessment to which the lot is subject."
  - *Book 2252, Page 217 – Article VII – Party Walls"*
- *Third Amendment to Declaration of Covenants:*
  - *Book 3843, Page 900 – Article IIV – Repair, Restoration or Reconstruction of Casualty Damage – with special note to Section 1 – sentence 1:*
    - "Except as otherwise herein provided, damage or destruction of Living Units or Lots shall be promptly repaired, restored or reconstructed by the effected Owners, such repair and restoration or reconstruction, insofar as possible, to be in accordance with the original plans and specifications of the original building."

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<b>Building Maintenance</b>	
<b>Building - Exterior Surface</b>	<p><b>Owner:</b> repair or replacement only if necessitated by misuse or neglect. Article VII, Exterior Maintenance in CC&amp;R</p> <p><b>Association:</b> all maintenance, repair, replacement and painting/staining includes siding, trim, original storage facility, trash enclosures, originally built party walls and doors.</p>
<b>Building - Interior</b>	<p><b>Owner:</b> all interior repairs</p> <p><b>Association:</b> None</p>
<b>Chimney</b>	<p><b>Owner:</b> chimney sweeping and flue repairs, etc.</p> <p><b>Association:</b> All Exterior maintenance, repairs, replacement and painting.</p>
<b>Doors</b>	<p><b>Owner:</b> all maintenance, repair and replacement of the door, door jamb, storm doors, locks, kick plates, hinges and doorbells; painting of the door only if necessitated by abuse [<b>outside the painting cycle</b>].</p> <p><b>Association:</b> Exterior painting and trim repairs on a five-year cycle.</p>
<b>Gutters &amp; Downspouts</b>	<p><b>Owner:</b> none</p> <p><b>Association:</b> all maintenance, repair and replacement, &amp; cleaning</p>
<b>Lights - Exterior Building</b>	<p><b>Owner:</b> all maintenance, repair and replacement if the light is controlled by the Owner.</p> <p><b>Association:</b> maintenance, repair and replacement only if not under the control of the Owner (i.e. Association pays for the electricity)</p>
<b>Front Porch</b>	<p><b>Owner:</b> routine cleaning, keeping free and clear of snow and ice.</p> <p><b>Association:</b> structural repairs and maintenance of original structures.</p>

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<b>Roof</b>	<p><b>Owner:</b> all maintenance and repair to skylights installed by the Owner or any previous Owner.</p> <p><b>Association:</b> general maintenance not related to any cause referenced in Article VII, repair to source of roof leak; repair and replacement of shingles, felt and flashing; repair of flashing around original skylight.</p>
<b>Structural</b>	<p><b>Owner:</b> all maintenance, repair and replacement of building structural components (i.e. walls, floor joists, roof trusses, foundation, etc.); responsible for inspections, treatments and repairs necessitated by termites, insects and other infestations, per Article VII of the Restrictive Covenants.</p> <p><b>Association:</b> none.</p>
<b>Vents, Ducts, Flues</b>	<p><b>Owner:</b> all maintenance, repair and replacement of dryer and bathroom vents, dryer ducts, chimney flues, roof vents, attic fans, etc., including removal of insects and animals.</p> <p><b>Association:</b> none.</p>
<b>Windows, Skylights</b>	<p><b>Owner:</b> all maintenance, repair and replacement of windows, window casings, storm windows, screens, and window mechanisms. Per Article VII of the Restrictive Covenants</p> <p><b>Association:</b> none</p>
<b>Exterior Improvements</b>	
<b>Decks/Patios/ Handrails</b>	<p><b>Owner:</b> routine cleaning, keeping free and clear of snow and ice; all maintenance, repair and replacement if installed by the Owner or any previous Owner.</p> <p><b>Association:</b> all maintenance, repair and replacement of original installation by Builder.</p>
<b>Driveways</b>	<p><b>Owner:</b> none</p> <p><b>Association:</b> all maintenance, repair and replacement of original.</p>

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<p><b>Party Walls</b></p>	<p><b>Owner:</b> Each wall built as original construction of the house - responsibility for damage due to negligence or willful acts or omissions is the shared responsibility of the owners of the property it divides.</p> <p><b>Association:</b> general maintenance &amp; painting of original wall not related to any cause referenced in Article VII</p>
<p><b>Fences</b></p>	<p><b>Owner:</b> all maintenance, repair and replacement of fences.</p> <p><b>Association:</b> None</p>
<p><b>Lampposts</b></p>	<p><b>Owner:</b> none</p> <p><b>Association:</b> none</p>
<p><b>Mailbox</b></p>	<p><b>Owner:</b> none</p> <p><b>Association:</b> all maintenance, repair and replacement.</p>
<p><b>Storage Facilities: attached &amp; detached</b></p>	<p><b>Owner:</b> all maintenance, repair and replacement if installed by the Owner or any previous Owner; floor and concrete slab; same Owner responsibilities as in "Building Maintenance - Article VII."</p> <p><b>Association:</b> all maintenance, repair, replacement and painting/ staining includes siding, trim of original storage facility.</p>
<p><b>Sidewalks</b></p>	<p><b>Owner:</b> none</p> <p><b>Association:</b> all maintenance, repair and replacement; <b>NOTE:</b> discolored or cracked sidewalks will only be repaired or replaced if they present a safety hazard.</p>
<p><b>Stairs</b></p>	<p><b>Owner:</b> If not original construction (decks)</p> <p><b>Association:</b> all maintenance, repair and replacement</p>

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<b>Streetlights</b>	<p><b>Owner:</b> none.</p> <p><b>Association:</b> All maintenance, repair and replacement performed by Progress Energy, please call 919-508-5400 and report the pole number printed on the streetlight.</p>
<b>Streets</b>	<p><b>Owner:</b> none</p> <p><b>Association:</b> Pothole repairs on Dylan Court cul-de-sac and Farm Gate ½ -circles; excessive sand removal; protective sealing applied as needed; asphalt overlay after 20 years or as needed. Godwin is a public street and the city will maintain it.</p>
<b>Trash Enclosures</b>	<p><b>Owner:</b> none</p> <p><b>Association:</b> all maintenance, repair, replacement and painting/ staining includes siding, trim of original unaltered trash facility.</p>
<b>Grounds and Landscaping</b>	
<b>Grass/Lawn</b>	<p><b>Owner:</b> responsible to ensure grounds are free and clear of obstructions; responsible to maintain grass area and/or leaf removal in any yard that is completely enclosed are inaccessible to Association grounds contractor. Improvements to front areas require Architectural approval prior to improvement/changes being made.</p> <p><b>Association:</b> responsible to <u>maintain</u> the condition of the grounds, not to <u>improve</u> the quality of the grounds; cut the grass on a periodic basis (7 - 10 days) during the growing season; fertilize turf areas max. Twice in the fall; apply pre-emergent weed control in late winter/early spring; edge curbs and sidewalks at least once each month during growing season; fall aeration; fall overseeding.</p>
<b>Irrigation System</b>	<p><b>Owner:</b> none</p> <p><b>Association:</b> none</p>
<b>Leaf Removal</b>	<p><b>Owner:</b> may provide additional leaf removal as desired.</p> <p><b>Association:</b> responsible to <u>maintain</u> the condition of the grounds, not to <u>improve</u> the quality of the grounds</p>

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<b>Mulch Beds</b>	<p><b>Owner:</b> may provide additional maintenance (weeding, mulch and/or pine straw) of existing beds as desired; additions or modifications of plant materials or the beds require prior Board of Directors approval. <b>[or responsible for all maintenance of mulch beds and plant materials if installed by the owner.]</b> Improvements to front areas require Architectural approval prior to improvement/changes being made.</p> <p><b>Association:</b> responsible to maintain all original existing beds in a condition as determined by the Board of Directors;</p>
<b>Trees, Shrubs</b>	<p><b>Owner:</b> all maintenance, repair and replacement if installed by the Owner or any previous Owner; replacement only if necessitated by abuse or neglect. Improvements to front areas require Architectural approval prior to improvement/changes being made.</p> <p><b>Association:</b> responsible to maintain original existing; responsible to replace when needed and appropriate (though replacement may be of a different size).</p>
<b>Utilities</b>	
<b>Air Conditioning/ Heating</b>	<p><b>Owner:</b> all maintenance, repair and replacement.</p> <p><b>Association:</b> none.</p>
<b>Cable TV &amp; Satellite Dish</b>	<p><b>Owner:</b> all maintenance, repair and replacement as well as any damage to unit caused by cables or dish installed. Architectural approval required prior to installation of dish on structure or placed in yard area.</p> <p><b>Association:</b> none.</p>
<b>Electrical</b>	<p><b>Owner:</b> all maintenance, repair and replacement.</p> <p><b>Association:</b> none.</p>
<b>Gas</b>	<p><b>Owner:</b> all maintenance, repair and replacement.</p> <p><b>Association:</b> none.</p>
<b>Telephone</b>	<p><b>Owner:</b> all maintenance, repair and replacement.</p> <p><b>Association:</b> none.</p>

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<p><b>Water/Sewer</b></p>	<p><b>Owner:</b> Water Lines - all maintenance, repair and replacement to lines/ pipes on the Owner's property from the meter to the home.</p> <p>Sewer Lines - all maintenance, repair and replacement to lines on the Owner's property from the sewer cap to the home. <i>Exception - With invoice and photo proof if possible, the Association may reimburse <b>up to</b> \$300 for the discovery if the cause of the sewer line damage is strictly due to tree roots.</i></p> <p><b>Association:</b> Water Lines - None - meter out - Contact the City of Raleigh.</p> <p>Sewer Lines - beyond sewer cap <i>if</i> original damage did not result from disposal of foreign items that should not be disposed of down sewer lines.</p>
<p><b>Services</b></p>	
<p><b>Insect Control</b></p>	<p><b>Owner:</b> all inspections and treatment. Any damage caused by termites will be the responsibility of the owner to repair both interior and exterior</p> <p><b>Association:</b> none</p>
<p><b>Insurance</b></p>	<p><b>Owner:</b> individual general liability and property insurance covering the unit, betterments &amp; improvements, and personal property; Association must be named as additional insured party; <b>endorsement to pay deductible for Association policy if Owner is responsible for casualty claim.</b></p> <p><b>Association:</b> none for Owner's individual unit; only general liability for Common Area.</p>

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<b>Snow &amp; Ice Removal</b>	<b>Owner:</b> walkways <b>Association:</b> Supplemental snow removal for Dylan Court cul-de-sac and Farm Gate ½ -circles – Godwin Court is maintained by the city.
<b>Termite Inspections &amp; Control</b>	<b>Owner:</b> all inspections, treatment, control and damage resulting from termite infestations. <b>Association:</b> none.
<b>Trash &amp; Recycle Removal</b>	<b>Owner:</b> Weekly removal per City of Raleigh schedule and rules of what is allowable. Owner is responsible for removal of any unallowable items by the City of Raleigh. <b>Association:</b> none