

Defoors Square II Homeowners Association, Inc.

Maintenance and Insurance Responsibility Policy

November 1, 2014

WHEREAS, the Declaration of Covenants, Conditions and Restrictions (Covenants) for Defoors Square II Homeowners Association, Inc. (DSIIHOA or Association) recorded June 14, 1983, in book 8515, Page 148 of the public land records of Fulton County, Georgia, provides in Article IV, Sections 1 and 2, and as amended and recorded February 27, 2001, in Book 30014, Page 297, related to the maintenance responsibility for the Property and Lots in pertinent part as follows:

*The Association shall maintain and keep in good repair the Area of Common Responsibility, which responsibility shall be deemed to include (i) the maintenance and repair of such utility lines, pipes, wires, glass, conduits, and systems which are a part of the Common Area, and (ii) the providing of exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: **paint, stain, repair, replace and care for roof surfaces and roof systems, gutters, downspouts, and with the exception of hardware and glass, all exterior building surfaces.** The maintenance of the Common Area shall be deemed to include, but not be limited to, maintenance, repair, and replacement, subject to the insurance and casualty loss provisions contained herein, at the Association's sole cost and expense, of all trees, fences, shrubs, grass, streets, parking spaces, walks, and other improvements situated upon the Common Area.*

WHEREAS, Section 19 of the Association By-laws grants the general power to conduct the business and affairs of the Association to the Board of Directors, whose members shall be members of the Association; and

NOW, THEREFORE, BE IT RESOLVED THAT in order to assure the Property and improvements are maintained and kept in good repair, the Board of Directors establishes a Maintenance and Insurance Responsibility Policy (Policy) assigning responsibility as follows:

Responsibility	Association	Owner
Exterior siding/trim	Caulk, paint, repair	No
Gutters/Downspouts	Yes	No
Roof system, including roof deck and skylights	Yes	No
Building frame/studs, insulation, ceilings, floors, rafters/joists	No	Yes
Wallboard (drywall)	No	Yes
Dwelling fixtures, incl. appliances, cabinets, plumbing pipes/fixtures, HVAC, finishes, floor coverings, window treatments	No	Yes
Firewalls (party walls)	Exterior paint/caulk/repair parge coat surface	No
Chimneys	Exterior siding or stone; cap	Interior firebox, flue stack; framing/structure
Doors - front entry and sidelight glass	No	Yes, paint (door); repair, and replace door and glass
Doors - rear deck	Paint	Repair, replace
Doors - garage	Paint	Repair, replace
Door thresholds	No	Yes
Door hardware/locks	No	Yes
Door weatherstrip - entry	No	Yes
Door weatherstrip – garage	No	Yes
Doorbells/buttons	No	Yes

Windows, including glass and fogging	No	Yes
Wood window paint	No	Yes
Windowsills	Exterior caulk, paint, repair, replace	Interior
Screens	No	Yes
Lighting - Entry, deck, garage	No	Yes
House Numbers	No	Yes
Exterior electric outlets	No	Yes
Dryer vents	No	Yes
Hose bibs	No	Yes
Water meters (inside/outside)	No	Yes
Water utility fees	No	Yes
HVAC	No	Yes
Attic fans	No	Yes
Pest control	Yes	Interior
Decks	No	Yes
Termite repair	Active damage	Old damage
Termite letters	No	Yes
Water damage	Exterior	Interior
Foundation drains (see below)	Yes	No
Roof/skylight leaks	Yes	No

Fireplace	No	Yes
Landscaping, walkways	Yes	No
Utility connections (exterior)	Outside water/ sewer only	No
Water meters and outside reader	No	Yes
Insurance	Buildings and Common Area	Interior
Taxes	Common Area	Lot
Mailbox keys	Parcel locker only	Yes

Interior water damage, including damage caused by flood, is not covered by the Association's property insurance. Roof and exterior leaks will be repaired as quickly as possible and within a reasonable time after they are reported to the Association, but the Association is not responsible for any resulting interior damage.

Foundation ("French") drains are the responsibility of the Association to maintain in as built original construction so they flow freely. However, foundation drains are not guaranteed to prevent ground water intrusion into below grade areas of the structure because the system is not designed to do this and foundations by the nature of their construction are not designed to be totally waterproof. As long as the foundation drains are not obstructed, any water intrusion into the below grade area of the Lot is the responsibility of the Owner.

Termite damage is covered by the Association's contract with the pest control company and the Association assumes no liability for repair of any termite damage. Determination of whether an infestation is active or represents old damage, or whether conditions on the lot determined to be under the control of the homeowner contributed to damage and is therefore not considered to be covered damage, is at the sole discretion of the pest control company. The pest control company is responsible for repairing covered active damage and re-treating the area, while the homeowner is responsible for repairing all old damage.

The Board may, from time to time, amend, modify or revise provisions of this Policy. No such amendment, modification, or revision shall be binding upon the owners until notice has been given to the owners by the Board, and no such amendment, modification or revisions shall affect items approved before the enactment of such amendment, modification or revision. If there are any

conflicts or inconsistencies between the provisions of this chart and the Associations's Covenants, the Covenants, as amended, shall prevail.

This Policy supersedes all previous policies.

Recorded in the Book of Minutes October 1, 2014

Ken Everett (Signature on file)

Ken Everett, Secretary