

WEATHERSTONE HOMEOWNERS ASSOCIATION

NEW CUMBERLAND, PENNSYLVANIA
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CHART OF MAINTENANCE RESPONSIBILITIES

This chart and the titles and headings used herein are not intended to describe or encompass every maintenance function or to delineate all respective responsibilities between the Unit Owners, severally, and the Association. The placement of responsibility under any specific column does not necessarily coincide with the actual ownership of the component. The appropriate sections of the Declaration determine ownership. In many cases, maintenance responsibility is allocated to the Association to ensure consistency, uniformity and quality of repair, and to protect Community health and safety. Where such maintenance is required due to the negligent or wrongful act or omission of a Unit Owner (or his family, tenants, employees, agents, visitors, guests or pets), the Association will perform the necessary maintenance at the sole expense of the Unit Owner.

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER ¹	JOINT ²
Balconies, Decks, Patios, Porches (Including Screened-In Porches), Front Stoops and Steps (Controlled Facilities); and Servicewalks (Limited Common Facilities)			
Cleaning/Sweeping		X	
Maintenance and Repair		X	
Replacement ³			X
Common Sidewalks (Common Facilities)			
Cleaning/Sweeping	X		
Maintenance, Repair and Replacement	X		
Driveway Surfaces (Limited Common Facilities)			
Cleaning/Sweeping		X	
Resealing/Resurfacing			X
Repair			X
Replacement			X
Landscaping (Common Facilities)			
Mowing	X		
Shrub & Tree Pruning (annual)	X		
Periodic Cleaning & Weeding (frequency as determined by the Executive Board)	X		

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER ¹	JOINT ²
Fertilizing, Weed Control & Wood-boring/Stinging Insect Control (frequency as determined by the Executive Board)	X		
Tanbarking (annual)	X		
Leaf Removal (by schedule as determined by the Executive Board)	X		
Replacement of Grass, Shrubs & Tree to Natural Causes	X		
Replacement of Grass, Shrubs & Trees to Willful Misconduct of Unit Owner (or his family, tenants, employees, agents, visitors, guests or pets)			X
Watering Limited Common Facilities Lawn Areas, if any, (As Necessary to Maintain Landscaping)		X	
Landscaping, Improvements, Alterations, Additions made by Unit Owner to Limited Common Facilities Lawn Areas, if any		X	
Snow Removal			
Patios, Porches, and Decks		X	
Common Sidewalks	X		
Servicewalks, Front Stoops and Steps		X	
Driveways		X	
Fire Hydrant Access	X		
Mailbox Access	X		
Exterior Lighting Serving Common Facilities			
Repair/Replacement of Fixtures	X		
Repair/Replacement of Wiring	X		
Bulb Replacement	X		
Exterior Lighting Serving Only One Unit			
Repair/Replacement of Fixtures ³		X	
Repair/Replacement of Wiring ³		X	
Bulb Replacement		X	

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER ¹	JOINT ²
Electrical System			
All Portions Serving More Than One Unit	X		
All Portions Serving Only One Unit		X	
Water/Plumbing System			
All Portions of System Serving More Than One Unit	X ⁴		
All Portions Serving Only One Unit		X	
Sewer System			
All Portions of System Serving More Than One Unit (Mains)	X ⁴		
All Portions Serving Only One Unit (Laterals)		X	
Basement Leakage			
Repairs/Remedies as Required		X	
Pest Control and Extermination			
Exterior Wood-boring/Stinging Insects			X
All Other Infestations		X	
Storm Water Drainage Facilities; Swales; Retention Basins, Emergency Spillways and Drainage/Wetland Easement Areas (Common Facilities)⁵			
Maintenance/Regrading/Remedies as Required	X		
Fencing (if any) – Maintenance/Repair/Replacement	X		
Painting/Staining			
Balconies, Decks, Patios and Porches		X	
All Exterior Doors, Garage Doors, Shutters, Railings			X
All Interior Surfaces, Including Enclosed Balconies or Decks		X	
Insurance			
Blanket Policy Covering Property Damage to Common Facilities and the Association's Liability Obligations	X		
Unit Owner's Homeowner's Insurance Policy Covering Unit and Improvements and Contents Located Within or Upon a Unit, and Liability Insurance		X	
Association/Director's Liability Insurance	X		

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER ¹	JOINT ²
Trash Removal			
Payment of Fees for Trash Collection		X	
Private Streets (Common Facilities)⁶			
Resealing/Resurfacing/Repair/Replacement	X		
Maintenance, Repair & Replacement of:			
Roofing	X		
Gutters and Downspouts			X
Siding, Brick or Stone Facing or Veneer, Exterior Trim (including Window and Door Trim)	X		
Air Conditioning Units		X	
Heating Systems		X	
Water Heaters		X	
All Appliances		X	
Furnace Vents		X	
Fireplaces		X	
Mailboxes, Standards and Posts	X		
Dryer Vents		X	
Retractable Awnings Installed Over Patios/Porches/Decks at Request of Unit Owner		X	
Windows			
Replacement ³			X
Glass Replacement		X	
Cleaning and Maintenance		X	
Exterior Doors			
Replacement ³			X
Locks, Keys, Hinges and Hardware		X	
Trim, Buck, Sill and Weatherstripping		X	

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER ¹	JOINT ²
Privacy Fences and/or Privacy Walls Installed by Declarant			
Staining or Painting			X
Replacement ³			X
Fences Installed by Unit Owner			
Staining or Painting/Repair/Replacement ⁺		X	
Garage Doors			
Replacement ³			X
Garage Door Opener and Controls		X	
Hardware, Hinges, Locks, Keys and Tracks		X	
Nature Trail (Common Facilities)			
Maintenance/Repair/Replacement	X		
Conservation Easement Areas⁷			
Upkeep as Required	X		
Jurial Ground and Appurtenant Easement Areas			
Upkeep/Maintenance	X		

¹In the event that in the Association's judgment, an exterior item listed in this column is in need of repair, maintenance or replacement, and a Unit Owner fails to complete such repair, maintenance or replacement within a reasonable period of time after receiving notice from the Association that such work must be done, the Association may cause the work to be done and shall bill the cost of such repair, maintenance or replacement to the Unit Owner who failed to complete the work. The costs incurred by the Association for the remediation of the Unit Owner's work shall be billed to the Unit Owner and collected as a special assessment in accordance with the provisions of the Declaration.

²JOINT represents those maintenance, repair or replacement items which are assigned to the Association to have the work done, but the costs attributable to such maintenance, repair or replacement will then be billed to the benefited Unit Owner by the Association. If a Unit Owner desires to do the work himself or desires to contract with a reputable contractor to complete any item set forth in the JOINT column, the Unit Owner may do so at his sole expense, provided that he gets the Association's prior written approval of his plans and specifications. In the event that the work is not approved by the Association prior to commencement or if, in the Association's judgment, the work is inconsistent with Community standards, the Association may

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cause the work to be corrected to acceptable standards at the Unit Owner's expense. The costs incurred by the Association for the remediation of the Unit Owner's work shall be billed to the Unit Owner and collected as a special assessment in accordance with the provisions of the Declaration.

³Must meet Association Standards for materials, quality of construction and uniformity of exterior appearance.

⁴The Declarant intends to dedicate the water facilities and the sanitary sewer system to the local authority(ies), which will then be responsible for maintaining, repairing and replacing such facilities. Until the facilities are accepted for dedication, the Declarant and Association, as applicable, shall be responsible for the said facilities.

⁵All stormwater management facilities shall be utilized, maintained, repaired and replaced by the Association in accordance with the Community Documents, the requirements set forth on the Subdivision and Land Development Plan and all applicable local, state and federal requirements and laws.

⁶The Community streets and common sidewalks located within the street rights of way, if any, are expected to remain private. Until or unless they are accepted for dedication by the Municipality, the streets and common sidewalks shall be part of the Common Facilities, to be owned by the Association and maintained, repaired and replaced in accordance with the Community Documents.

⁷All Conservation Easement areas shall be maintained in accordance with the Community Documents, the requirements set forth on the Subdivision and Land Development Plan, the requirements set forth in that certain Conservation Easement recorded in York County Record Book 1907, Page 6902, and all applicable local, state and federal requirements and laws.