

11/25/25 SPECIAL MEETING

- Roll-call (Marge, Karry, Cindy and Curt present)
- Established a quorum
- Motion to accept agenda
 - Motion made by Cindy
 - 2nd made by Curt
- Review Special Meeting Guidelines (Karry)
- Walked through PowerPoint (Karry)
 - Reference CC&R sections that address roof/dormer
 - Reference attorney opinions
 - Outline the 3 questions from Gabor and the BOD's response
- Resident Questions:
 - **Libby Wilson:** Libby's roof had a leak. She went to the builder for him to fix and he denied her five times. She ended up having to pay for the repairs. Other homes on her street had the same issue. Karry's response: current HOA has fixed about 30 roofs since the declarant turned over the HOA. Karry can't speak to as why the declarant refused to fix the roofs. Since the HOA was turned over by the declarant, roof leak repairs have been paid for by the HOA.
 - **Jim Valenti:** Who is responsible for painting of the siding. Karry's response: The HOA is responsible. Just like the HOA is responsible for the painting and caulking of the exterior. If a resident decides to perform a repair prior to the end-of-life the resident is responsible
 - **James Dellinger:** I am not related to the builder.
 - **Dan Okoniewski:** Who on the BOD, after the initial BOD, decided the HOA would not pay for dormer repair. Karry's response: I don't have that information
 - **John Gabor:** If the dormer fails before the end of its useful life who pays for the repair? Is it true that if anything on the exterior fails before the end of life is it the residents' responsibility? Karry's response: The slides I just showed identifies the responsibility based upon the end of life, and whether there's a leak or not. The Reserve Study is a guide. Cindy's response: this year we have had quite a few issues regarding needed caulking/painting for trimming and siding long before the end of life. The HOA has paid for the repair. If you have something on the exterior of your home that needs to be repaired, complete an ACC Request form so we can prioritize the work. We will have a contractor, not a BOD member, come and evaluate what work needs to be done. If there's an issue, the HOA will pay for the repair.
 - **Jeannie Gabor:** What are we paying dues for? If the Maintenance Responsibility list is not kept in stone, how can you expect anyone of us to budget or sell a property if we can't let a resident, purchaser, family member, etc. if we don't know what to budget for? We demand the BOD to give us a clear-cut information of what our dues are covering not by some big document that you say is a budget but specifically what is going to be covered on the exterior elements, that's what we're paying for.
 - **Phyllis Wilson:** What is definition of a dwelling unit? Karry's Response: The attorney provides a definition of the common areas; therefore, the exclusion of everything else is

defined as a dwelling. My second question is my next-door neighbor had a serious problem with her dormer. Karry you told her she was responsible for the repairs. Karry's Response: Yes, I was involved in that. This was prior to where we are today. At that time, there was no consideration to whether this pre-life or end-of-life. Looking back on it, this is how the BOD has arrived to where we are now. There's a determination process that needs to be followed, and if there is a leak prior to the end of life the HOA will take under consideration and determine if it is our responsibility. My third question is are we hearing we each should submit forms to the HOA to explain our issue in order to get reimbursed? Karry's Response: If you think a reimbursement is due submit a request to the email address listed and we'll schedule a hearing.

- **Larry Wilson:** How does this lawyer know everything about these buildings, what the warranty is...but they've never done any of anything. Karry's Response: The lawyer is not speaking to when these things have to be done. The Reserve Study gives us this guidance. When situations develop, we look to a third party to determine what the conditions are and advise the BOD whether that is end-of-life per unit. The lawyers don't get involved in this determination.
- **Bob Burnett:** Does the BOD consider the dormer an exterior element or structure? Karry's Response: I don't know if it does either but we're responsible for the maintenance and repair at end-of-life as determined. The HOA has never said the roof of the dormer would be excluded. We never said the HOA is not responsible for the dormer. What we're trying to do is make a distinction to whether a leak is involved or not, and whether in the process if it's determined to be end-of-life or not.
- **Susan Ocepa:** Do we have to have damage to our dormer before the HOA will cover the repair costs? Karry's Response: Unfortunately, we can't speak to this. Previous realtors and the Declarant did not make a clear distinction on some of these things we are discussing today. Since the HOA has been turned over, we are trying to be more specific in identifying how we are approaching some of these situations. If you think your situation needs this type of attention, submit a request. We'll look into it.
- **Karen Newman:** We had our dormer fixed because we didn't want to have something that was going to cost thousands of dollars to fix. It is inevitable anybody who has not had the dormer repaired that it is going to happen eventually. There have already been a couple of people here who have had leaks that have had to be repaired. So, it goes to saving money. Do we have somebody come in and give them \$250 to repair before it becomes a \$2000 or \$3000 thing and then the damage is done. You have a leak now; you have to have your whole inside painted and you have to pay for it because the damage is already done. So why can't we do a preventative maintenance because we know it was done incorrectly. Karry's Response: We don't know it was done incorrectly on every home. A determination needs to take place. To say every home was done is not correct because the Declarant used different contractors throughout the whole community. An example...the roof leaks we're taking care of as they occur, most of them from Royal Anne going east.

- we have yet to have anything on the far west of the community with a roof leak. This is an example of different contractors doing it right or doing it wrong. So, the determination process is needed and it's related to the time element from when the buildings first started, I think they started 2012. So, a lot of different contractors were involved and that's the reason a determination is needed. Cindy's Response: So, what I'm hearing from everybody is potentially, to John's point, there's a good probability that the dormer was not installed correctly. So, what would need to happen is an evaluation needs to be done on the homes who have not had the preventative maintenance performed, which would cost the HOA money. So, Karry one of the take away items for the upcoming year is to get an estimate on what it would cost to have the dormers evaluated throughout the community. Then, bring it back to the group to state it's going to cost x \$1000s of dollars. Karry's Response: That's certainly one approach. That we go through the community and hire someone and evaluate process. It would involve inspecting almost every home in the community. What we have done on some occasions to avoid inspecting the whole community is we take a section of the community and evaluate the condition. Based on that condition, if it's pretty extensive throughout the homes evaluated, we make a determination. If it wasn't extensive, it then leaves us a question do we do it or not. Cindy's Response: For the people who have already had the preventative maintenance done, the BOD gets an estimate from contractor(s) to inspect dormers, then bring cost information to fix dormers back to the community. This would be a situation where we probably would want to take a vote if everybody votes yes. Then the people who have already had the preventative maintenance performed on their dormer, this would be a case by case, the HOA determines if these individuals will be reimbursed. The first step is we need to get it evaluated. John's fairly confident that the majority were done incorrectly which is why he sent out the information, which was very much appreciated.
- **Patricia Todd:** The problem with the BOD's current position is that it teaches the residents that it is better to wait for damage rather than to maintain and save the money ultimately. I don't think that that is a wise use of money. Secondly, those of us who have repaired ours, there should be consideration since the percentage is too large at 70 out of 200 having been repaired. If all dormers are repaired and damage is found, we will not be reimbursed for the cost already paid unless those who performed maintenance are responsible. The Board of Directors should determine the average repair cost if they decide to proceed with repairing all dormers. Karry's Response: Two things to keep in mind, if the BOD were to do something that you suggest, and it could be done, it would result in the BOD make a decision on how to fund that. It could be in the budget year, or from the Reserves or a special assessment. It might require us to make an amendment to the CC&Rs. We agree that the wording in the CC&Rs is not specific and leaves some questions, which is why we get an attorney's opinion. We may get an opinion to rewrite the CC&Rs and the Bylaws. Changes to the CC&Rs requires a majority affirmative vote of 67% of the owners/members to change the CC&Rs. The BOD has to stay in compliance with the Governing Documents. Curt's Response: It is not fair to all the residents to get their own contractor to fix the dormer. I think you

came up with a great idea. The BOD could look at this and down the road, as far as coverage is concerned, we could come up with a dollar allocation for how much the BOD will pay for that need of repair. If it is above that, it will be up to the homeowner. That would equalize the cost. The cost is anywhere from \$800 to \$2,000. Right now you cannot put a cost for addressing the dormer issue.

- **John Gabor:** The CC&Rs do not state end of life. Did the attorney come up with that term? Where did that phrase come from? This puts all the maintenance on the homeowner and the HOA only pays for "end of life" as defined by you. You should let the community decide on what criteria is used to determine when the HOA pays for repair. Curt's Response: It is a term we came up with to differentiate the end versus maintenance now. Karry's Response: I think you are right and that's the reason that we need another definition from a lawyer and a change to the CC&Rs to be more specific. The end of life in the Power Point is term we are using to assist in making a determination whether by an independent third party to determine if replacement is required. The shingles on the community's roofs vary as to when they will need to be replaced based on the how they were installed and the age of the buildings. Cindy's Response: It is a valid point for the community be involved in decisions that need to be made. End of life came from the Reserve Study. Bottom line, if there is something on the exterior of your home that needs repairing, the HOA is going to pay for it per the CC&Rs. The end of life from the Reserve Study determines what houses were built first, which determines which roofs will need to be replaced. Preventative maintenance of the dormers, it appears per what John has shared, potentially there is an issue. To Karen's and Susan's point, why do we wait until there is a leak to address the dormers. The BOD would have to go out and get quotes to do the maintenance on the dormers to bring back to the community the cost. Karry's Response: The person that John has spoke about that has performed maintenance on several of the homes does good work. Unfortunately, the BOD cannot hire a person who does not have insurance.
- **Phyllis Wilson:** There is a home at the end of Sonata with a dormer that will fall off unless something is done. Cindy's Response: Thank you for that information.
- **Jeannie Gabor:** We would like to have some better information regarding the Maintenance List. The BOD should communicate to the community what the current budget is currently covering. Currently, the BOD is issuing the Maintenance List willy nilly at the whim of the BOD when they make changes. You do not discuss what changes were made at the monthly meetings, you do not tell us what you discuss at the Tuesday meetings, you do not highlight what you have changed, and you do not let the community have any discussion. If you have an attorney's opinion, you do not share that with the community. The BOD works for the community. You are not the boss of the community; you are the overseer of the community. Cindy's Response: We agree with what you are saying and it was included in the PowerPoint. We are not disagreeing. We have had several BODs. It is an evolution and we are a new HOA. Did we jump on it as soon as we should? No, there's plenty of fires that we need to put out. The BOD will make a better effort communicating. The Working Meeting Minutes is not shared but we do share what monies are being spent and what the BOD has created and changed. You have our word that that is exactly what we are going to do.

- **Bob Burnett:** I had my dormer repaired. How do I get a reimbursement? I do not have a leak but I do have boards that are coming apart because of the installation. Karry's Response: You need to fill out an ACC Request and put it in the drop box. The BOD will take a look at it.
- **Jenny Toro:** If I am in the attic of my home, what should I look for that shows that there is a leak? Karry's Response: Look along the wall where it meets up with the floor on the dormer and look for anything that is damp. Look to see if there are water stains that may have dried at some time. From the inside, go to your garage and look up at the ceiling, in the middle, to see if there are any water stains where the dormer is over the garage.
- **Susan Ocepa:** If a person does not have email, how can they be informed by the BOD? Can copies of the emails etc. be put in the library with a sheet put on the bulletin board outside each time a new document is available? Karry's Response: We have struggled with that over the past years. The BOD will be issuing emails monthly regarding what the Board has approved as new and old business with the status of each item. This will be provided between community meetings. The BOD has meeting every Tuesday morning in addition to Open Forum meetings, monthly meetings and General Membership Meetings. We all spend 4 to 6 hours every day on BOD stuff. We are looking for ways we can communicate easily so that it does not take up a lot of time. If you have suggestions, please let the BOD know. Cindy's Response: Yes, we can do that. For instance, the Old and New Business lists can be put in the library and we will have Donna Kelly put the document on the bulletin board outside.
- **Jeannie Gabor:** You are telling everyone that you are overworked but when applications for the committees come in, they are told they would not be able to work with the BOD so they are not welcome. Karry's Response: That has never been said.
- **Adjournment:** Cindy/Curt adjourned the meeting at 11:20 AM in the Community Clubhouse.



Special Meeting Agenda:

- **Call to order**
- **Roll call verification**
- **Present meeting agenda**
- **Special meeting subject explained**
- **BOD presentation and comments**
- **Residents Q&A – 3-minute limit**
- **Adjournment**

Special Meeting Guidelines:

- **Meeting will be recorded.**
- **Sign-up sheet for those who want to speak**
- **This meeting addresses questions listed in the petition**
- **Robert's Rules of Conduct are in effect**
- **Hold questions and/or comments until the BOD presentation is completed**
- **All who wish to speak must have an opportunity to speak once, before speaking a second time**
- **Questions/comments unrelated to the meeting subject will be deferred to a later time**

TO: 3 Cherry Way Board of Directors
Karry Brockman, President
Cindy Dubac, Vice President
Curt Hendricks, Treasurer
Patricia LaCourse, Corresponding Secretary
Marge Barnes, Recording Secretary

FROM: John Gabor
2375 Stardust Ct. Lot 146

DATE: 28 October 2025

RE: Special Meeting Request by 3CW Homeowners

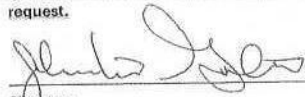
In accordance with 3CW Bylaws Article 3-4, I am presenting the 3CW BOD with a request for a Special Meeting regarding 3CW Document BOD_2024-001d, update 9/30/25, also known as 3CW Townhouse Maintenance Responsibility List, with the agenda as outlined below. Attached is petition for the special meeting signed by a minimum of twenty (20) members which represents at least ten percent (10%) of lots in 3CW, as requested by the signed homeowners. Each signature was obtained upon their review of Purpose of Meeting and Agenda on the topic:

- 1) Request explanation from 3CW BOD on rationale to move dormer repair costs to homeowners despite 3CW attorney opinion and official 3CW Reserve Study direction
- 2) Determine and record if 3CW homeowners who personally paid for dormer repairs are due reimbursement from the 3CW Homeowners Association
- 3) Determine, record, and adopt with finality the 3CW Homeowners Maintenance Responsibility List to apply consistently and fairly to all 3CW homeowners, past, present, and future

Accordingly, the 3CW board must schedule the special meeting within thirty (30) days of receipt of this request and shall deliver notice to the membership not less than ten (10) days before the date set for the meeting. Therefore, the Special Meeting must be scheduled on or before November 27, 2025, and noticed to the Membership on or before November 17, 2025.

Excerpt 3CW Bylaws (Amended January 1, 2025):

3-4 SPECIAL MEETINGS Special meetings of the general membership may be called by a majority of the Board of Directors, whenever such a meeting seems necessary or advisable. A special meeting may also be called by the Corresponding Secretary at the written request of a minimum of twenty (20) Members, which represents at least ten percent (10%) of lots. In any case, the Corresponding Secretary or authorized agent shall deliver notification to the Membership of the Association not less than (10) days before the date set for such a special meeting. Meeting must occur within thirty (30) days of receipt of written request.


Signature

10-28-25
Date

RE: Special Meeting Request by 3CW Homeowners

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- **Supporting References:**
 - **CC&Rs**
 - **Legal Opinions**
 - **Reserve Study**

- **Section 5.02 Use of Assessments – Determination by Board of Directors of the Association.**
 - (a) The Board of Directors of the Association shall be responsible for determining the proper use of the assessments that are collected. **By way of example, and not as a limitation or as an express direction, the Board may determine to use the assessments to pay the following costs:**
 - (2) the cost of maintenance, upkeep, repair and replacement of the following components of the Dwelling Units: **roofs, exterior structural elements** of Dwelling Units (including maintenance of **roofs, exterior painting**):
 - (8) the costs of providing **exterior maintenance** to the Dwelling Units by way of **painting or staining exterior boxing**, and by way of **maintaining the roofs** and the costs of all utility service to the Common Property.

- **Section 5.02 Use of Assessments – Determination by Board of Directors of the Association.**

(b) Except as provided expressly in this Declaration or as may be agreed to by a majority vote of the Association, **all other duties for the repair and replacement of any part of a Dwelling Unit shall be the Owner thereof.**

- **Supporting References:**
 - **CC&Rs**
 - **Legal Opinions**
 - **Reserve Study**

Zac Moretz June 7, 2022 legal opinion

...Section 5.02(a)(2) provides that the association shall maintain the roofs and the exterior structural portions of the homes, as well as the exterior landscaping, and shall provide pest control.. **It seems clear that this language does not encompass things like attic fans, as they certainly are not roofs or exterior structural elements. Note that Section 5.02(b) expressly states that “all other duties for the repair and replacement of any part of a dwelling unit shall be [by] the owner thereof.” . . . It should be borne in mind that the association is neither a builder nor a developer; its jobs are to maintain the common areas, provide limited maintenance of the exteriors, roofs and landscaping of the units, and enforce the restrictive covenants but nothing more.**

James Galvin October 18, 2023 legal opinion

The relevant provisions of the Declaration with respect to maintenance obligations include the definitions of “**Common Property**” or “**Common Areas**” . . . And “**Dwelling Unit**” or “**unit**” . . . “**The Common Areas, together with all utilities, easements and amenities located within the Common Areas and not otherwise maintained by public entities or utilities, shall be maintained by the Association**”

James Galvin October 18, 2023 legal opinion (continued)

Here it is important to note that the definition of “Common areas” is done by exclusion, meaning that everything is the Common Area **except** “dwelling units’ and “lots”. **With respect to the maintenance obligations for the townhomes, the definition of “Common Areas” appears to alleviate any responsibility by the Association for such repairs since excluded from the maintenance obligation are the “dwelling Units”**

James Galvin October 18, 2023 legal opinion (continued)

...it is worth noting that **Article V. Section 5.02(a) permits but does not require** the Association to undertake certain exterior repairs of the Dwelling Units including, roofs, exterior structural elements, and painting/staining the exterior. Therefore, “**Article V, Section 5.02(b)** makes clear that except as provided expressly in this Declaration or as may be agreed to by a majority vote of the Association, all other duties for the repair and replacement of any part of a Dwelling Unit shall be the Owner thereof.” As a result, the outstanding question in order to complete this analysis is to determine which of the items assigned to the Association on Maintenance List are not explicitly assigned to the Association by the Declaration (e.g., shutters, roof maintenance, exterior house number, etc.) are, nevertheless, the Association’s responsibility by virtue of a prior majority vote of the Association.

- **Supporting References:**
 - **CC&Rs**
 - **Legal Opinions**
 - **Reserve Study**

- **Reserve study mentions dormer on [page 2.2](#):**
 - We identify the following Long-lived Property Elements as **excluded** from the 30-year Reserve Expenditures at this time
 - Retaining Walls, Concrete Block East and Southeast Perimeters
 - Pool Structure
 - Wall, Siding, Vinyl and Fiber Cement, Gables and [Dormers](#)
 - Walls, Siding, Trim, Wood, Soffits and Fascia

- **Reserve study mentions dormer on page 4.4:**
 - The Association informs us of isolated leaks primarily around the boot flashings. **We're also informed of issues at the dormer siding interfaces. The Board plans to remediate this issue on as as-needed basis.** We recommend the Association conduct inspections of the roofs semiannually and fund these inspections through the operating budget.
 - Condition: Good to fair overall with isolated shingle lift and granular loss evident from our visual inspection from the ground.



Dormer siding interface



Woven valley



Sheathing deflection



Granular loss

- **Reserve study is specific to define roof on [page 4.6](#) to say “the existing roof assembly comprises the following:”**
 - Laminate architectural shingles
 - Boston style ridge caps
 - Boot Flashing
 - Soffit and gable
 - Lack metal drip edge at the roof perimeters
 - Enclosed full weaved valleys

**Question 1 - Request explanation from 3CW
BOD on rationale to move dormer repair costs to
homeowners despite 3CW attorney opinion and
official 3CW Reserve Study direction.**

Answer to Question 1:

- In accordance with the CC&Rs and legal opinions, **the HOA is not responsible for dwelling “repair and replacement”.**
- If homeowner decides to perform preventative maintenance of the dwelling unit, including the roof and dormer, **prior to end-of-life cycle**, the resident will be responsible for associated cost
- **At the roof end-of-life cycle, the HOA is responsible for associated costs** including trimming of the dormer siding as part of the roof replacement.
- If a dormer leak is confirmed **prior to end-of-life cycle** related to the dormer siding where it contacts the shingles, **the HOA is responsible for associated costs and will remediate repairs on an as-needed basis.**

Question 2 - Determine and record if 3CW homeowners who personally paid for dormer repairs are due reimbursement from the 3CW Homeowners Association.

- **Answer to question 2:**
 - If a homeowner maintains they are due a reimbursement from the HOA for a **dormer siding leak repair**, send an email to 3cwhoa@gmail.com to request a hearing with the BOD to review/discuss details.
 - Following the hearing the BOD will review and determine if repair costs are the HOA's or homeowner's responsibility.

Question 3 - Determine, record, and adopt with finality the 3CW Homeowners Maintenance Responsibility List to apply consistently and fairly to all 3CW homeowners, past, present, and future.

ROOFS		
Attic Exhaust Fans (Repair/Replace)		X
Roof Areas Altered (Repair/Replace) (BOD approval: Satellite, Skylight, etc.)		X
Roof Damage (BOD approval; fire, lightening, windstorm, hail, flood, or other natural disaster) Shingle color & type: CertainTeed Landmark, Driftwood		X
Roof Leaks (Requires on-site evaluation)	X	
Roof maintenance (leaks/rubber boots) (Exterior repairs only)	X	
Roof Replacement (+/- 25-year cycle)	X	
EXTERIOR		
Brick (Repair/Replace – BOD Approval) Color/Size: Statesville Brick, Monticello Oversized Tumbler or Monticello Queen Tumbler ½" narrower		X
If a homeowner anchors anything to the brick exterior or porch columns which results in damage to the exterior of the home, it will be the homeowner's responsibility to repair.		X

Adopted: 03/12/2024
Effective: 03/12/2024
Revised: 09/30/2025

3 CHERRY WAY TOWNHOME MAINTENANCE RESPONSIBILITY LIST

ITEM	ASSOCIATION	HOMEOWNER
EXTERIOR (Continued)		
Dormer Repair and Painting (BOD Approval) and requires on-site evaluation. Shingle Color/type: CertainTeed Landmark, Driftwood	X	X
Exterior house numbers (Attached to unit)	X	
Exterior storm doors (BOD approval)		X
Exterior Water Faucets		X
Foundation Repair/Replacement		X
Garage Doors (Maintenance/Replacement)		X
General maintenance of all common grounds	X	
Gutter/downspouts/emitters cleaning (pop-ups)/underground tubes		X

BOD's approach to maintaining the Maintenance Responsibility List includes:

- The BOD considers the Maintenance Responsibility List to be a document that will continue in time, i.e., it **cannot be adopted with finality.**
- This document **will be revised as necessary** by the current and future BODs.
- The BOD will add more specific wording to clarify throughout as needed.
- The BOD will update and post, on the website, the latest approved maintenance list.
- The BOD will send an email notice to the community advising when a new maintenance list has been posted.

