

## Whitehall Owner vs HOA Obligations

Description	Homeowner	HOA
Gutters/downspouts		X
Clean out the black extension hoses attached to the downspouts.	X	
Roofs		X
Interior of unit	X	
Pipes inside unit	X	
Wiring inside unit	X	
Paint exterior		X
Repair exterior surface		X
Exterior of building surface		X
Exterior storage sheds		X
Trees, shrubs, walks		X
Patio	X	
Rear yard	X	
Sewer lines main		X
Sewer line off main to the unit	X	
Fences	X	
Maintenance of rear yard fenced area	X	
Party Walls (shared) by the 2 owners	X	
Windows	X	
Doors on units and garages	X	
Door on storage only that opens out		X

**The Owner is to insure the unit as if it is a single family dwelling. The Owner is responsible for 100% replacement value. Speak with your insurance agent, if you have an HO6 policy you are not**

properly insured. An HO3 is appropriate with some applicable riders, ask your agent.

The HOA's master policy is for common area only; there is no replacement property coverage per the covenants.

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ARTICLE XII

RESTORATION OF BUILDINGS

If any dwelling situated on a Lot or any garage situated on a Garage Lot is partially or completely destroyed, the Owner shall at his expense, restore, repair or rebuild the same in a manner substantially similar to the original construction thereon (or subject to the Association's architectural control, rebuild a different structure thereon) or such Owner shall, at his expense, demolish the same and clean the Lot of debris and trash, leaving the same in a neat and orderly manner. If any Owner fails to clear his Lot as aforesaid with 30 days after notice from the Association, then the Association may clear such Lot and assess the cost thereof to the Owner, which assessment shall be collectible from the Owner or through foreclosure of the lien on his Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, to maintain, improve and operate the Common Area, to maintain and improve the Lots (including Garage Lots) and improvements thereon as herein provided, and to administer the Association's affairs, such uses to include (but not be limited to) the cost of repairs, replacements and additions to the Common Area, Lots (including Garage Lots) and improvements situated thereon, the cost of labor, equipment and materials related to operation of the Common Area, the cost of management and supervision of the Association's affairs, the payment of taxes assessed against the Common Area, the procurement and

maintenance of insurance in accordance with the By-Laws, the employment of agents, attorneys, accountants, consultants and others to represent, advise or assist the Association when necessary, and such other needs as may arise.

ARTICLE VIII

EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, and subject to the provisions of Article XII hereof, the Association shall provide exterior maintenance upon each Lot and Garage Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces (including exterior storage sheds), trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance ~~shall not include glass surfaces or utility systems~~ serving a particular Lot. Further, the owner of any Lot may elect to maintain the area within any private patio wall (such walls have two sides) at the rear of his Lot provided such area is maintained in a neat and orderly manner compatible with general maintenance of the Common Area. Further, the owner of any Lot may at his election plant trees, shrubs, flowers and grass in his rear yard and may also maintain portions or all of his rear yard provided that such maintenance by the owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces. No