BAGWELL HOLT SMITH P.A.

ATTORNEYS AT LAW

THOMAS R. HOLT NATHANIEL C. SMITH JEFFREY A. JONES CHRISTOPHER A. CROWSON IOHN G. MISKEY IV CHARLES H. THIBAUT MICHAEL R. GANLEY\* \*Also Licensed in South Carolina SENDER'S E-MAIL: MGANLEY@BHSPA.COM

111 CLOISTER COURT, SUITE 200 CHAPEL HILL, NORTH CAROLINA 27514 TELEPHONE: (919) 401-0062 FACSIMILE: (919) 403-0063 www.bhspa.com

ASSOCIATE ATTORNEYS LAUREN R. NANCE JENNY R. JOECKEL ANDREW S. BULLARD BRITTANY N. IONES ASHLEY O. BOONE LAURA E. KASTNER OF COUNSEL

O. KENNETH BAGWELL, JR.

December 27, 2021 Via Electronic Mail

The Ridges at Parkwood Association, Inc. c/o Resource Property Management, LLC P.O. Box 5333 Cary, NC 27512

## Re: **Ridges at Parkwood HOA – Maintenance Responsibilities**

To Whom It May Concern:

My name is Michael Ganley, and I am the attorney for The Ridges at Parkwood Association (the "HOA"). The purpose of this letter is to give some background and clarity to the issue of the scope and extent of the maintenance responsibilities of the HOA. Your property manager, Resource Property Management, requested that I prepare a maintenance responsibility chart to ensure that it mirrors the North Carolina Planned Community Act as codified in N.C.G.S. § 47-F, and the provisions contained within the Declaration of record at Book 1129, Page 666, Durham County Registry (the "Declaration"), along with all subsequent amendments, if any, and recorded plats of the subdivision.

Below is the reviewed and approved Maintenance Responsibility Chart for The Ridges at Parkwood Association:

ITEM	HOA	OWNER	CCR SECTION	NOTES
				"Except as otherwise provided in the declaration, each lot owner is
			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
Chimneys		x	107	thereon."
1				"Except as otherwise provided in the declaration, each lot owner is
			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
Chimney Caps		X	107	thereon."
				"Except as otherwise provided in the declaration, each lot owner is
Chimney			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
Covers		X	107	thereon."
				"Except as otherwise provided in the declaration, each lot owner is
Decks			N.C.G.S. § 47F-3- 107	responsible for the maintenance and repair of his lot and any improvements thereon."
Decks	-	X	107	"Except as otherwise provided in the declaration, each lot owner is
Doors -			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
exterior		x	107	thereon."
CALCHOI		^	107	"Except as otherwise provided in the declaration, each lot owner is
			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
Doors - trim		x	107	thereon."
Drainage				" Exterior maintenance shall not includesubsurface leakage into basement
Damage		x	Article VII	areas or crawl space"
-				"Except as otherwise provided in the declaration, each lot owner is
			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
Dryer Vents		x	107	thereon."
				"Except as otherwise provided in the declaration, each lot owner is
Entrance			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
Steps		x	107	thereon."
				"the Association shall provide exterior maintenance upon each dwelling on
Exteriors	x		Article VII	each Lot as follows:repair, replace and care ofexterior building surfaces"
				"Except as otherwise provided in the declaration, each lot owner is
Foundations			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
and Structure		x	107	thereon."

ITEM	ноа	OWNER	CCR SECTION	NOTES
Foundation			N.C.G.S. § 47F-3-	"Except as otherwise provided in the declaration, each lot owner is responsible for the maintenance and repair of his lot and any improvements
Vents		x	107	thereon."
Gutters &			107	"the Association shall provide exterior maintenance upon each dwelling on
Downspouts	x		Article VII	each Lot as follows:repair, replace and care ofgutters, downspouts"
Downspouls	^			"Except as otherwise provided in the declaration, each lot owner is
			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
HVAC		x	107	thereon."
Landscaping –		~	107	"the Association shall provide exterior maintenance upon each dwelling on
HOA Installed	x		Article VII	each Lot as follows:repair, replace and care oftrees, shrubs"
Landscaping –				"Except as otherwise provided in the declaration, each lot owner is
Owner			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
Installed		x	107	thereon."
				"Except as otherwise provided in the declaration, each lot owner is
Lights - on			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
house		x	107	thereon."
Painting –				"the Association shall provide exterior maintenance upon each dwelling on
doors	x		Article VII	each Lot as follows:paintexterior building surfaces"
Painting –				"the Association shall provide exterior maintenance upon each dwelling on
exterior	x		Article VII	each Lot as follows:paintexterior building surfaces"
Painting –				"the Association shall provide exterior maintenance upon each dwelling on
windows	x		Article VII	each Lot as follows:paintexterior building surfaces"
				"the Association mayregulate the use, maintenance, repair, replacement,
Parking Areas	X		§ 47F-3-102(6)	and modification of common elements."
			Article VI, Section	"The cost of reasonable repair and maintenance of a party wall shall be
Party Walls		x	2	shared by the Owners who make use of the wall in proportion to such use."
				"Except as otherwise provided in the declaration, each lot owner is
			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
Patios		x	107	thereon."
				"Except as otherwise provided in the declaration, each lot owner is
Pest			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
Inspection		X	107	thereon."
				"the Association shall provide exterior maintenance upon each dwelling on
Roof	X		Article VII	each Lot as follows:repair, replace and care ofroofs"
<b>D</b> (				"Except as otherwise provided in the declaration, each lot owner is
Roof-			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
Sheathing Roof -	1	X	107	thereon."
			Article V/II	"the Association shall provide exterior maintenance upon each dwelling on
Shingles	X		Article VII	each Lot as follows:repair, replace and care ofroofs" "Except as otherwise provided in the declaration, each lot owner is
			N.C.G.S. § 47F-3-	
Roof - Vents		x	107	responsible for the maintenance and repair of his lot and any improvements thereon."
Utilities –		•	107	
Serving				"the Association mayregulate the use, maintenance, repair, replacement,
Common Area	x		§ 47F-3-102(6)	and modification of common elements."
				"Except as otherwise provided in the declaration, each lot owner is
			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
Utilities		x	107	thereon."
	İ	-		"the Association shall provide exterior maintenance upon each dwelling on
Walks	x		Article VII	each Lot as follows:repair, replace and care ofwalks"
Window				"the Association shall provide exterior maintenance upon each dwelling on
Frames -				each Lot as follows:paint, repair, replace and care ofexterior building
Exterior	x		Article VII	surfaces"
				"Except as otherwise provided in the declaration, each lot owner is
Window Sill		v	N.C.G.S. § 47F-3- 107	responsible for the maintenance and repair of his lot and any improvements thereon."
	<u> </u>	X	107	
				"Except as otherwise provided in the declaration, each lot owner is
N.C. 1			N.C.G.S. § 47F-3-	responsible for the maintenance and repair of his lot and any improvements
Windows		X	107	thereon."
Windows -				
Glass		x	Article VII	" Exterior maintenance shall not include glass surfaces"

Thank you for allowing me to assist you in this complex process, and you can feel free to contact me if you have any further questions.

incerely Michael R. Ganley Attorney at Law