

Cottonwood Creek Neighborhood Association
Aiken, SC

Second Amendment to the Policy Resolution

Maintenance and Insurance Areas of Responsibility Adopted July 16, 2012

WHEREAS, Section 3.4 of the Amended Declaration of Covenants and Restrictions for Cottonwood Creek Neighborhood, the purpose of the Association is to take all necessary action regarding the governing, maintenance and repair of the Common Properties and Limited Common Properties and

WHEREAS, Section 8.5.5 of the Bylaws of Cottonwood Creek Neighborhood Association provides that the Board of Directors shall have the power to promulgate, adopt and publish rules and regulations.

NOW, THEREFORE, Maintenance and Insurance Areas of Responsibility Adopted July 16, 2012 is amended as follows:

Maintenance

A=Responsibility of the Cottonwood Creek Neighborhood Association
O=Responsibility of the Cottonwood Creek Neighborhood Record Owner

Section C, Item 4 Driveways and Sidewalks

The third Responsibility of the Cottonwood Creek Neighborhood Record Owner is modified to read:

O No motor homes or house trailers are allowed to park on driveways or streets without prior written approval of the WPPOA ARB.

2020025175
AMENDED COVENANTS
RECORDING FEES \$25.00
PRESENTED & RECORDED:
10-09-2020 02:21 PM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: JENNIFER YOUNG DEPUTY
BK: RB 4877
PG: 2246 - 2248

Section C, Item 18 Landscaping

The current Section C, Item 18, Landscaping, is replaced in its entirety with the following:

- A At its discretion, the Association will maintain, remove, replace, trees, plants, shrubs, grass, pine straw and natural brown mulch in the Common and Limited Common areas. Pine straw and natural brown mulch are the only ground cover to be used within Cottonwood Creek.
- O Submit a request for alteration of the Common area to the Association for approval for any plants, flowers, shrubs, grass, tree, pine straw or natural brown mulch that the owner desires to install or remove from the Common or Limited Common area.
- O Plants, flowers, shrubs, trees, grass or natural brown mulch approved by the Association and installed and/or purchased at the owner's expense are the responsibility of the owner. The Association will care for owner purchased plants in the course of its normal lawn maintenance. If an owner purchased plant should die, the owner is responsible for replacing it and removing the dead plant from the common property. The Association is not responsible for flowers (annual and perennial) that are planted by the owner.
- A In the event a Record Owner places a residence up for sale, the Association may, at its discretion, require that any offensive or unsightly shrubbery, flowers, grass or trees planted by the Record Owner be removed at the Record Owner's expense prior to or in conjunction with the sale of the residence. If the Association elects not to have the Record Owner remove any Record Owner plantings, then the Association shall assume responsibility for all of the prior and current Record Owners' plantings subsequent to the sale of the residence.

Except as specifically modified herein, the Maintenance and Insurance Areas of Responsibility Adopted July 16, 2012 and the First Amendment to the Policy Resolution Maintenance and Insurance Areas of Responsibility Adopted July 16, 2012 shall remain in full force and unmodified.

Therefore, be it resolved, that the Board of Directors at its regularly scheduled meeting on September 14, 2020 has adopted these resolution modifications by a majority vote and said resolution modifications will be filed as part of the public records in Aiken County, South Carolina.



Gerald McDonald
President
Cottonwood Creek Neighborhood
Association

10/9/2020

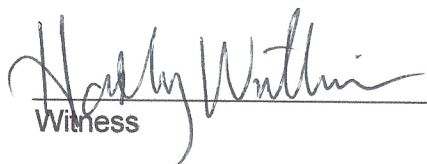
Date



Eddie Keiser
Secretary
Cottonwood Creek Neighborhood
Association

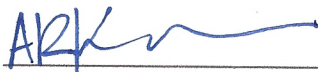
10/9/2020

Date


Witness

10/9/2020

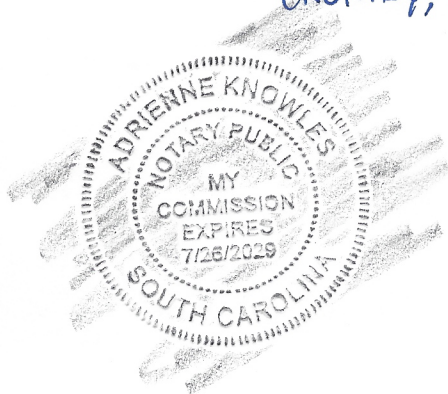
Date



Witness (NOTARY, S. CAROLINA)

10/9/2020

Date



Adrienne Knowles
NOTARY PUBLIC
State of South Carolina
My Commission Expires
July 26, 2029

Cottonwood Creek Neighborhood Association

Aiken, South Carolina

Second Revision to the Policy Resolution

Adopted July 16, 2012

Maintenance and Insurance Areas of Responsibility

WHEREAS, Section 3.4 of the Amended Declaration of Covenants and Restrictions for Cottonwood Creek Neighborhood, the purpose of the Association is to take all necessary action regarding the governing, maintenance and repair of the Common Properties and Limited Common Properties and Section 3.6 provides that the Association shall have the right to contract for all types of insurance for the Common Properties and Limited Common Properties, as may be deemed appropriate.

WHEREAS, Section 8.5.5 of the Bylaws of Cottonwood Creek Neighborhood Association provides that the Board of Directors shall have the power to promulgate, adopt and publish rules and regulations.

NOW, THEREFORE, BE IT RESOLVED THAT in order to define the maintenance and insurance responsibilities of the Association and its members for and to clearly define the responsibilities of the Association, the home owners, WPPOA, the City of Aiken and various service providers with respect to the Common Area. The below list of responsibilities may be amended from time to time as deemed appropriate by the Board. This policy is not meant to alter or change any language contained in the Cottonwood Creek Bylaws and Covenants.

INSURANCE

A. RECORD OWNER RESPONSIBILITY FOR DAMAGE. A Record Owner shall reimburse the Association for any expenditures in repairing or replacing any portion of the common area or limited common area that was damaged due to the act or neglect of a Record Owner or his or her guests or tenants, and that is not otherwise covered by insurance policies carried by the Record Owner or the Association for the Record Owners and the Association benefit. In such circumstances, the insurance obtained by the Record Owner shall be deemed to be the primary coverage. Record Owner will also be responsible for payment of the insurance deductible and any additional costs incurred by the Association that are not covered by insurance. Unpaid balances will be subject to the Association's normal collection procedures.

B. DAMAGE BY ACT OR NEGLIGENCE OF RECORD OWNER OF MORE THAN ONE LOT. If damage is due to the neglect or act of a record owner of more than one lot, the record owner shall pay for the damage, maintenance and or repair.

MAINTENANCE

C. Financial and maintenance responsibility of the Cottonwood Creek Neighborhood Association or of the Record Owner, for cost of losses, maintenance, upkeep and repairs regarding the facade of the individual units and the common and limited common property including improvements thereto.

Maintenance and Insurance Areas of Responsibility Adopted July 16, 2012

1. Insect and Pest Control

- A Insects and animals in common area.
- ☐ Nests of insects on exterior of dwelling unit.
- ☐ Insects and animals in dwelling unit interior, attic, crawl space and garage.
- ☐ Insects and animals in dwelling unit perimeter wall studs, sheathing, vapor barrier and insulation.
- ☐ Insect and animals on or under the dwelling unit back patio deck or steps and on or under the front porch.

2. House Numbers

- A Repair, replace maintain house numbers.

3. Decks/Deck Steps and Patios

- ☐ Repair, replace, maintain dwelling unit deck/deck steps and/or patio.

4. Driveways and Sidewalks

- A Repair, replace, driveways and sidewalks.
- ☐ Removal of ice and snow from driveways.

- ☐ No trucks over 7 tons are allowed to load or unload on the driveways.
- ☐ No motor homes or house trailers are allowed to park on driveways or streets without prior written approval of the WPPOA ARB.

5. Natural Gas Service

- ☐ Repair, replace and maintain gas lines from meter owned by gas company to gas burning features/fixtures within dwelling unit or deck and patio.

6. Electrical Service

- ☐ Repair, replace and maintain the service line to the meter owned by the power company.
- A Contact WPPOA to replace and maintain street lights.
- A Contact Palmetto Utility Protection Service (PUPS) to mark utility lines before any digging takes place in the common areas.

7. Water Service

- ☐ Repair, replace and maintain the service line from the dwelling unit to the water meter. City of Aiken is responsible for line from meter to street.
- ☐ Maintain, repair, replace plumbing fixtures, all faucets and dwelling unit shut off valve.

8. Waste Water

- ☐ Maintain, repair, replace building sewer line, that is, waste water lines in dwelling unit and waste water line from dwelling unit to lateral line.

9. Telephone Service

- ☐ Repair, replace telephone lines from dwelling unit to junction box. Owner and/or telephone company responsible.

10. Cable Service

- ☐ Repair replace cable line from dwelling unit to junction block (splitter). Owner and/or cable company responsible.

11. Approved Satellite Dishes

- A Approve installation of satellite dish along with WPPOA.
- ☐ Repair, replace and maintain Satellite dish and dish cable to junction box. Owner and satellite dish company responsible.
- ☐ Remove satellite dish that is not being used by tenant or owner.

12. Drainage

Public storm drains in Cottonwood Creek maintained by City of Aiken. WPPOA will deal with all issues relative to the City of Aiken.

A Repair and replace French Drains

13. Retaining Walls and Other Structures

A Repair, replace and maintain walls in common areas.

A Approve any structures i.e. signs, fences, lawn ornaments, placed in the common area except those that are allowed by the Covenants.

14. Air conditioners/Other Features

- ☐ Repair, replace and maintain air conditioners/concrete pad for air conditioner and other features that are attached to the dwelling unit.

15. Mailbox

- ☐ Repair, replace and maintain mailboxes with approval of WPPOA.

16. Gutter and downspouts

- ☐ Gutters and downspouts need to be unclogged and free of debris so that water does not spill over and damage the common and limited common areas.

17. Irrigation system

A Repair, replace, maintain and operate the irrigation system

18. Landscaping

- A At its discretion, the Association will maintain, remove, replace, trees, plants, shrubs, grass, pine straw and natural brown mulch in the Common and Limited Common areas. Pine straw and natural brown mulch are the only ground cover to be used within Cottonwood Creek.
- O Submit a request for alteration of the common area to the Association for approval for any plants, flowers, shrubs, grass, tree, pine straw or natural brown mulch that the owner desires to install or remove from the Common or Limited Common area.
- O Plants, flowers, shrubs, trees, grass or natural brown mulch approved by the Association and installed and/or purchased at the owners expense are the responsibility of the owner. The Association will care for owner purchased plants in the course of its normal lawn maintenance. If an owner purchased plant should die, the owner is responsible for replacing it and removing the dead plant from the common property. The Association is not responsible for flowers (annual and perennial) that are planted by the owner.
- A In the event a Record Owner places a residence up for sale, the Association may, at its discretion, require that any offensive or unsightly shrubbery, flowers, grass or trees planted by the Record Owner be removed at the Record Owner's expense prior to or in conjunction with the sale of the residence. If the Association elects not to have the Record Owner remove any Record Owner plantings, then the Association shall assume responsibility for all of the prior and current Record Owners' plantings subsequent to the sale of the residence.

19. Front and Back Steps to Dwelling

Attached front steps, back steps and step banisters of dwelling units are not part of the Common areas and the Association does not have responsibility for the steps.

- O Repair, replace and maintain steps.

20. Unit Façade

- O Repair, replace, and maintain exterior unit features in terms of functionality and appearance including windows and screens, doors, garage door, lighting fixtures, siding, downspouts and gutters, brickwork, columns and shutters, plus approved architectural improvements, e.g., flower boxes, metal fences, etc. Any damage to facade caused by the landscaping company will be the responsibility of the landscaping company.

GARAGE AND PARKING

- Record Owners and/or tenants are responsible for keeping their garage doors closed. Garage doors can remain open for short periods of time if the Record Owner and/or tenant are working outside around the home and going in and out of the garage. Garage doors may also be cracked open to let excess heat from the garage escape. It is understood, however, that from time to time a garage door is absent-mindedly left open.
- Consistent with the policy of the WPPOA, there can be no parking of motor vehicles overnight on any of the streets in the Cottonwood Creek neighborhood.
- Record Owners and/or tenants in Cottonwood Creek are not allowed to leave their motor vehicles parked in the driveways (Limited Common area) overnight for extended periods of time. These motor vehicles must be parked in their respective garage or parked outside of the Cottonwood Creek neighborhood.
- With approval of the CCNA Board of Director's, Record Owners and/or tenants that have a third, fourth or more motor vehicles may be allowed to park in their respective driveway overnight. The Board of Directors at its discretion may also approve other parking situations that are deemed warrant.
- Guests of the Record Owner and/or tenant who are visiting for a limited period are allowed to park in the driveway overnight.

By execution of this document, the Association does hereby grant to each Record Owner an easement appurtenant to such Record Owner's Unit for any front or rear steps and/or step banisters and any patio or deck that are located outside the property line boundaries of such Record Owner's Unit. The grant of such easement shall only extend to such front and rear steps and/or step banisters and any patio or deck in place as of the date hereof and shall not be construed to grant any express right to construct steps or banisters from or after the date hereof outside of the boundaries of such Record Owner's Unit. To the extent a Record Owner wishes to obtain approval to construct such items in the future, the approval process shall be governed by the terms and conditions set forth in the Fifth Amendment to Thirteenth Amendment/ Supplementary Declaration to the Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken, Inc. recorded in Record Book 4334, page 1146, Aiken County Records (the "Fifth Amendment").

Further, upon granting of the easement, to the extent that any such steps and/or banisters and any patio or deck are located on an area previously designated Common Area, such area shall be deemed converted to Limited Common Area for the exclusive use and benefit of the Record Owner to whose Unit the steps and banisters and patio and deck are appurtenant.

Further, such Record Owner agrees that it shall act in compliance with all terms and conditions of the Fifth Amendment with regard to such steps and banisters, including the obligation to indemnify the Association, the Board of Directors and the other Record Owners within Cottonwood Creek for any liability claims that may result from the steps and/or banister.

Further, the Cottonwood Creek Neighborhood Association Board of Directors has provided a draft of the Policy Resolution, Maintenance and Insurance Areas of Responsibility to the Record Owners and hosted an informational meeting on the Policy Resolution, solicited their comments, and posted a copy of the draft Policy Resolution in the neighborhood for at least thirty days.

Therefore, be it resolved, that the Board of Directors at a its regularly scheduled meeting on July 16, 2012 has adopted this Resolution by a majority vote and said Resolution will be filed as part of the public records in Aiken County, South Carolina.