

Cottonwood Creek Neighborhood Association

Aiken, South Carolina

Policy Resolution 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's 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.

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

1. Insect and Pest Control
 - A Insects and animals in common area.
 - O Nests of insects on exterior of dwelling unit.
 - O Insects and animals in dwelling unit interior, attic, crawl space and garage.
 - O Insects and animals in dwelling unit perimeter wall studs, sheathing, vapor barrier and insulation.
 - O 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
 - O Repair, replace, maintain dwelling unit deck/deck steps and/or patio.
4. Driveways and Sidewalks
 - A Repair, replace, driveways and sidewalks.
 - O Removal of ice and snow from driveways.
 - O No trucks over 7 tons are allowed to load or unload on the driveways.
 - O No motor homes over 7 tons are allowed to park on the driveways.

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 responsible for line from meter to street
 - Maintain, repair, replace plumbing fixtures, all faucets and dwelling unit shut off value.
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. Association would 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
 - O Repair, replace and maintain air conditioners/concrete pad for air conditioner and other features that are attached to the dwelling unit.
15. Mailbox
 - O Repair, replace and maintain mailboxes with approval of WPFOA.
16. Gutter and downspouts
 - O 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 Maintain, remove, replace, trees, plants, shrubs, grass and pine straw in the common and limited common areas.
 - O Submit a request for alteration of the common area to the Association for approval for any plants, flowers, shrubs, grass, tree, pine straw that the owner desires to install or remove from the common area.
 - A At its discretion, the Association will replace dead trees, shrubs, plants and grass.
 - O Plants, flowers, shrubs, trees, and grass 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 Pine straw is the only mulch used for ground cover in Cottonwood. Pine-straw will be spread around all designated common areas.

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.

○ Repair, replace and maintain steps.

20. Unit Facade

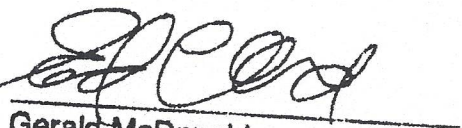
○ Repair, replace, and maintain exterior unit features in terms of functionality and appearance including windows and screens, doors, garage door, lighting fixtures, siding, downspouts and gutters, brickwork, columns and shutters, plus approved architectural improvements, e.g., flower boxes, metal fences,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

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").

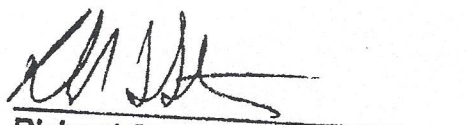
Further, upon granting of the easement, to the extent that any such steps and/or banisters and any patio or deck are located on an area previously designated Common Area, such area shall be deemed converted to Limited Common Area for the exclusive use and benefit of the Record Owner to whose Unit the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

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.

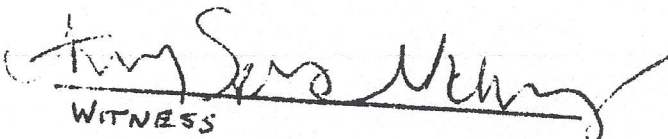
Therefore, be it resolved, that the Board of Directors at a its regularly schedule meeting on July 16, 2012 has adopted this Resolution by a majority vote and said Resolution will be filed as part of the public records in Aiken County, South Carolina.

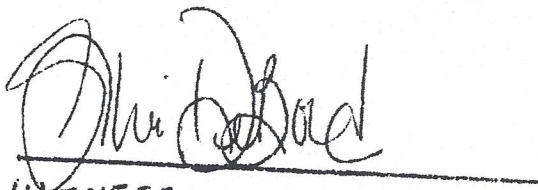

Gerald McDonald
President
Cottonwood Creek Neighborhood
Association

8-28-12
Date


Richard Stover
Secretary
Cottonwood Creek Neighborhood
Association

8-28-12
Date


WITNESS


WITNESS

ACKNOWLEDGEMENT

STATE OF South Carolina

COUNTY OF Aiken

I Denise Schreber, do hereby
certify that Gerald McDonald & Richard Stover, personally
appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and seal this the 28 day
of August, 2012

Denise Schreber
Notary Public for South Carolina
My commission expires _____

**My Commission Expires
February 17th, 2021**



2012021768
AMENDED COVENANTS
RECORDING FEES \$13.00
PRESENTED & RECORDED
08-29-2012 01:50 PM
JUDITH WARNER
REGISTER OF DEEDS CONVEYANCE
AIKEN COUNTY, SC
BY: MARILYN SEIGLER DEPUTY
BK: RB 4421
PG: 45 - 51