

REVISED JANUARY  
2005

# RICHARDSON CROSSROAD CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS



### **RULES AND REGULATIONS revised January 2005.**

**All homeowners and tenants must abide by these rules and regulation which have been established by the Board of Directors and Owners. These rules are for the benefit of all parties living within our premises. Enjoy your home and the common elements and respect the privacy and enjoyment of all other occupants.**

REVISED JANUARY  
2005

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Condominium Association  
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## OVERVIEW

This booklet was designed to give owners and residents of Richardson Crossroads a reference for rules and regulations as specified in the Richardson Crossroads Condominiums Declaration and Master Deed and the Association By-laws. Also included are any policies, rules and regulations or changes enacted by the Board of Directors effective with this booklet.

This booklet is not intended to replace or interpret the Declaration and Master Deed or By-laws, but merely to provide a reference for some of the pertinent information in these documents. If any inadvertent conflict between this booklet and the Declaration and Master Deed and By-laws exists, then the Declaration and Master Deed and By-laws prevail. For any Clarification of terms, see Article I – Definitions, page 2 of the Declaration and Master Deed for Richardson Crossroads Condominiums.

It is the obligation of all residents and guests to abide by the rules and regulations described in this booklet and in the Declaration and By-laws. An owner who rents his condominium is therefore responsible for advising his tenant of the provisions and policies. An owner is also responsible for providing written notification (i.e., name, phone number, date of occupancy, etc.) of any tenant to the management company or Board or Directors.

Please observe all of the community rules and regulations. Your cooperation will help increase market value and enhance the quality of life at Richardson Crossroads Condominiums.

Any provisions herein which restrict the sale, rent, or use of the described real property because of family status are invalid and unenforceable under Federal Law.

Richardson Crossroads Condominiums  
Homeowners Association  
June 2002

Revised December 2004

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## **PERTINENT DEFINITIONS**

**ASSESSMENT:** The amount levied against each owner for his or her portion of the cost to maintain, improve, repair, operate and manage the Condominiums and to repair, maintain and operate the Common Elements, including reserves for replacement.

**ASSOCIATION:** Richardson Crossroads Homeowners Association, Inc., a nonprofit corporation organized pursuant to the Texas Nonprofit Corporation Act, of which all Owners are Members.

**BOARD OF DIRECTORS:** The governing body of the Association (the Board).

**CONDOMINIUM OR UNIT:** The proportionate undivided interest in the Common Element appurtenant to each Unit.

**DECLARATION:** The enabling document.

### **GENERAL COMMON ELEMENTS:**

1. The Land
2. The foundation, bearing walls, perimeter walls and columns
3. The compartments or installation of central services such as power, light, electricity, telephone, gas, cold and hot water, plumbing, reservoirs, water tanks and pumps, incinerators and the like, and all similar devices and installations existing for common use
4. Roofs, halls, lobbies, stairways, and entrances and exits or communication ways
5. The premises and facilities, if any, used for the maintenance or repair of the Condominium Project
6. All common recreational facilities such as the swimming pool, grounds, yards and walkways
7. All other elements (desirable and rationally of common use) or necessary to the existence, upkeep and safety of the Condominium Project.

**LIMITED COMMON ELEMENT:** Includes those items which should otherwise be considered General Common Elements which are reserved by Developer for the use of Owners of specific Apartments to the exclusion of other Owners, such as entry halls, stairways, patios, garages, carports and parking spaces. The Limited Common Elements shall either be designated by Developer of the Plan or in each Condominium deed with both an address and a letter corresponding to an Apartment address and letter as set forth in the Plan and such Limited Common Elements shall be appurtenant to each Apartment.

**MANAGEMENT COMPANY:** A person or business hired by the Association to provide daily maintenance and general management functions.

**OWNER:** Every person or entity that is a record owner of a fee or an undivided fee interest in any condominium including contract sellers.

## **BOARD OF DIRECTORS**

The business of the Association is conducted by the Board of Directors at regular and special meetings.

The administration of association business and the powers and duties of the Board of Directors are outlined in Article III of the Declaration and Master Deed.

## USE RESTRICTIONS

**USE OF INDIVIDUAL UNITS:** Units must be occupied for residential purposes only.

**NUISANCES:** No noxious, illegal or offensive activities may be carried on in a Unit or in any part of the Common Elements, nor may anything be done which may become an annoyance, nuisance or interference of the quiet enjoyment of the residents. Disorderly conduct is not allowed and is subject to fine for each violation, as determined by the Board of Directors.

**VEHICLES:** Motorcycles, bicycles, trailers, campers, mobile homes, recreational vehicles, commercial vehicles, trucks (other than standard-size pickup trucks), inoperable vehicles, vehicles with expired tags, boats or similar equipment are not permitted to remain upon any area other than temporarily (for purposes of loading and unloading or passengers or personal property). Commercial vehicles shall not include sedan or standard size pickup trucks which are used both for business and personal use, provided any signs or markings of a commercial nature on such vehicle are unobtrusive and inoffensive. No noisy or smoky vehicles shall be operated at the community. Violations of the above listed restrictions, as well as vehicles parked in fire lanes or in Common Elements, will result in towing and/or fines.

**SIGNS:** Owners and residents are prohibited from placing "For Sale," "For Rent," or any other signs in or around the Common Elements or displaying signs for the public view of any Unit. Information regarding a Unit for sale or lease may be sent to the Management Company or Board for placement on the bulletin board next to the mailboxes.

**GARBAGE AND REFUSE DISPOSAL:** Trash, garbage and other waste may not be kept except in sanitary containers, which shall be regularly emptied. Garbage must be put in a sealed trash bag before being placed in the dumpster. Garbage bags and other trash may not be kept in the open, on balconies, patios, steps, or in carports. Large items such as furniture, mattresses, etc. shall not be left in or near the dumpsters.

**OPEN STORAGE:** Open storage is not allowed on balconies, patios, carports, or other open areas. This includes storage of bicycles, toys, lawn equipment, power tools, or other items.

**RADIO AND TELEVISION ANTENNAS:** Owners and resident are not permitted to construct, use or operate their own external radio, television or other electronic antenna without prior written consent of the Board.

**GARAGE SALES ARE NOT ALLOWED AT ANY TIME.**

**RIGHT TO LEASE:** Units may not be rented for transient or hotel purposes, which is defined as rental for a period less than thirty (30) days, nor shall less than an entire unit be rented or leased, inclusive of the carport and garage. Unit owners who lease their units are required to have an official background check conducted and to submit a **copy**

## Richardson Crossroads Rules and Regulations

to the Board for review prior to leasing the unit. Owners are responsible for the conduct and character of their tenants who reside at Richard Crossroads.

Credit and criminal background checks may be obtained at owner's expense from Tenant Screening Services, Inc., Phone: 972-233-4551, FAX: 1-800-925-2958, or owner may use any other reputable tenant screening service.

**POWER EQUIPMENT AND CAR MAINTENANCE:** No power equipment, work shop or car maintenance of any nature is permitted on the Common Elements without prior written consent of the Board. The washing of vehicles is not permitted on the premises.

**LIABILITY OF OWNERS FOR DAMAGE TO COMMON ELEMENTS:** The owner of each Unit is liable to the Association for any damage to the Common Elements.

**LIABILITY OF OWNERS FOR DAMAGE TO OWN UNIT AND TO OTHER UNITS:** Owners are responsible for maintaining the interiors of their units, including decoration, appliances, heating and air conditioning units, electrical and plumbing fixtures, etc. Owners are liable for damages caused by the malfunction of these appliances, units, or fixtures (e.g., leaking faucets, a/c units, dishwashers, etc.), whether to the owner's unit or to another unit.

**ACCESS TO UNITS:** Homeowners are required to provide the Board or management company with current emergency contact phone numbers. The Board strongly recommends that homeowners also provide a key to allow access to the unit in case of an emergency. Owners are responsible for damages they or their tenants cause to another unit and to the common and general elements.

If required by the Management Company or Board, unit owner will make arrangements, after reasonable notice, to provide access to the unit during normal working hours. In an emergency, Management will endeavor to contact owner and/or individual designated as emergency contact. If contact is unsuccessful, Management has the authority to enter the unit to address the emergency. Management will advise the homeowner if such entry has been made.

## ARCHITECTURAL CONTROL

### I. RESPONSIBILITY

The architectural integrity of Richardson Crossroads Condominiums is the responsibility of the Board of Directors. Protective restrictions are in effect to help maintain appearance and value of Richardson Crossroads.

The Board of Directors has the authority to approve or reject any change or alteration (e.g., building, wall, fence, patio cover, etc.) to the exterior of any Unit (referred to as all General and Limited Common Elements) as provided for in the Declaration.

The Board of Directors or one of its agents (an Architecture Committee or Management Company) may effect enforcement of the guidelines for architectural control.

Blinds, window coverings, draperies that are visible from the exterior of any Units shall be consistent with complex architecture and are subject to review by the Board of Directors or its agents. Acceptable window covering include white louvered blinds, white draperies or draperies with a white backing. Window shades, sheets, bamboo shades and similar coverings are not acceptable.

No decorative lettering, insignia, security signs or other objects are allowed on the exterior of the patio, fences, and gates.

Storm doors may be installed provided they have full view tempered glass. They must have a bronze (dark brown) frame. Installation and maintenance is the responsibility of the owner. Once a door is installed, it will remain with the Unit.

No laundry, rugs, bath towels, etc. will be hung on the exterior of any unit (referred to as all General and Limited Common Elements).

### II. ALTERATIONS

Homeowners interested in making visible alterations to their property must receive advanced written permission from the Board of Directors. The procedures for requesting permission for visibly altering a Unit are as follows:

- Submit a written request to the Board of Directors which outlines those changes desired, including (where applicable) architectural plans and photographs.
- Meet with the Board of Directors to discuss the proposed changes.

It is not the intent of the Board of Directors to stifle the imagination or creative desires of residents. Each project submitted will be reviewed as to the architectural integrity of Richardson Crossroads and the possible increased cost and difficulty related to maintaining that project.

### III. UNAUTHORIZED CHANGES

Should any resident make any unauthorized changes to any Unit or the Common Area without written approval from the Board of Directors, the Board of Directors may direct that the unauthorized change be removed and/or corrected and the property returned to its original state at the owner's expense.

The Board of Directors may direct corrective action and assess appropriate charges and/or fines against the Unit owner.

### IV. EXTERIOR TELEVISION/CABLE TELEVISION/RADIO ANTENNAE/SATELLITE DISH

No exterior antennae of any kind, including satellite dishes, are allowed unless specifically permitted or approved by the Board of Directors.

In keeping with FCC regulation, the following will be the explicit guidelines for homeowners in Richardson Crossroads for installing any mini satellite dish:

1. No satellite dishes can be installed on any roof or wall of any unit that is common property and is not part of "the exclusive use or control of the user,"
2. Prior to installation, the owner/renter must obtain the approval of the Board of Directors showing the location and diagram of the installation location
3. All dishes must be below the level of the unit's courtyard fence, and where no courtyard is available, the top of the antenna's height is restricted to be no higher than 6 (six) feet from ground level.
4. Any antennae installed without Board approval, installed on "common property" walls or roof, and/or larger than one meter in diameter will be required to be immediately removed and reinstalled in accordance with these guidelines.

## **GENERAL RULES AND REGULATIONS**

### **I. ANIMALS AND PETS**

No livestock, poultry, exotic, or other non-domestic animals of any kind may be raised, bred, or kept in any condominium or patio area.

All pets must be under control at all times. There is a leash law in Richardson and it is enforced by the local authorities. Any pet not under the control of the owner will subject its owner to a fine to be determined by the Board of Directors. In addition to imposing a fine with respect to a single animal, the Board of Directors may request that such animal be removed from the premises permanently.

Pet owners are responsible for the immediate removal of excrement that their pets deposit on the Common Areas. Pet owners violating this rule are subject to a fine (disciplinary action as the Board of Directors deems appropriate).

Pet weight may not exceed twenty-five (25) pounds.

Please remember, pets can present a sanitary problem and permanently damage shrubbery and landscaped areas, in addition to posing a hazard and danger to residents.

### **II. TRASH DISPOSAL**

Dumpsters for trash disposal are placed in several locations on the property and are emptied on a regular basis. All trash must be disposed of by being placed inside dumpsters provided and may not be kept in open areas prior to disposal in the dumpster.

Plastic bags, which may be obtained from the City of Richardson at the utility department on the first floor of the Civic Center at Arapaho and Central, are mandatory to help eliminate odors and lessen the attraction of pets and vermin. Please shred or breakdown large items before placing in the dumpster.

Large items such as furniture are not to be placed in or near the dumpster. The City of Richardson can be called to pick up the items, but the Association will not pay for this pickup.

### **III. VIOLATIONS**

The rights of an owner, his/her tenant and/or guests to use the Common Areas and recreational facilities may be suspended by the Board of Directors for violation of the rules and regulations governing the use of these facilities (in addition to suspension for nonpayment of association dues).

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Owners responsible for violations of the rules and regulations, by themselves or by their tenants, guests or pets, will be subject to a penalty to be determined from time to time by the Board of Directors. Fines will be treated in the same manner as any other sums due the Association. Penalties will be assessed only after the owner has been notified in writing of the violation and when appropriate, been given a period of time deemed reasonable by the Board of Directors in which to correct or eliminate the violation.

### IV. NOTIFICATION OF RENTAL OR SALE

The Board of Directors or Management Company must be notified by the Homeowner of any change in the occupancy of their unit. Homeowners leasing their units must also submit a copy of an official background check of a potential tenant to the Board for review prior to leasing the unit.

No signs are to be posted regarding availability of units for sale or lease. This shall include any and all signs in common areas, unit or automobile windows regardless of whether placed by agent or owner. Information regarding a unit for sale or lease may be sent to the management company or Board of Directors for placement on the bulletin board next to the mailboxes.

Owners who do not reside at Richardson Crossroads are required to provide their current address and phone number to the Board of Directors.

### V. POOL AND POOL AREA RULES

- Pool hours are as posted in the pool area.
- No lifeguard on duty; swim at your own risk.
- Richardson Crossroads Homeowners are not responsible in case of accidents.
- No pets in pool area.
- No glass in pool area. Only plastic or metal containers are allowed in the pool area.
- No private pool parties are allowed without prior approval from the Board of Directors.
- All guests must be accompanied by a resident.
- All children under the age of 14 years of age must be accompanied by and properly supervised by an adult.
- No boisterous play is permitted. No conduct or language offensive to others will be tolerated.
- Place cigarette butts in ash trays.

## Richardson Crossroads Rules and Regulations

- Keep furniture out of the pool. Owners will be fined for replacement of pool furniture that they damage or that is damaged by their tenants or guests.
- Violation of pool rules will subject violator to a fine and suspension of pool privileges.
- Only air floats allowed; no floating lawn furniture allowed. If the pool is crowded, please remove your float.
- Only recognized swim attire is allowed in the pool area. No swimming in clothes, cut off jeans or shorts permitted.
- No skinny dipping.
- Pool safety devices are not to be removed from the pool area or used other than for their intended purpose. Poolside furniture is to be treated with care and may not be removed from the pool area.
- Pool gates are to be closed upon entering and leaving the pool area.
- Radios are for your enjoyment, not for those on the other side of the pool. Please keep the volume down to a comfortable level for those around you.
- Diaper age children must wear leak proof swim pants.

NEVER SWIM ALONE

## VI. PARKING AND AUTOMOBILES

### A. Parking – Automobiles

- Parking in the fire lane or beyond the fire lane is prohibited. Violators' automobiles are subject to being towed.
- All uncovered parking is unassigned parking. All unassigned parking is available for homeowners who have more than one or two automobiles and for guest parking. Please inform guests, as a courtesy to other residents of the community, to park in unassigned parking places.
- Non-resident automobiles parked in assigned parking places, automobiles deemed (by the Board of Directors or its agent) to be abandoned or stored, and automobiles causing damage to any of the Common Areas (structures, landscaping, shrubs, etc.) may be towed at the owner's expense.
- The major repair of automobiles shall not be allowed on the property. Any thing over and above routine maintenance is considered a major repair.
- No washing of automobiles is allowed.
- Owners are responsible for preventing oil and other vehicle fluid leaks, and will be responsible for cleaning surfaces affected by fluid leaks.
- No excessive horn honking.

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- No parking of any type permitted in front of garages and carports.
- Any violation of these rules is subject to a fine.
- Vehicles with expired inspection and/or registration may be towed at the owner's expense.

### B. Parking – Recreational Vehicles, Boats, Trailers, Etc.

- Recreational vehicles, boats, commercial trucks, trailers, etc. may not be stored on the premises except in an enclosed garage (with a closed door).
- Vehicles stored or parked improperly will be towed away at the owner's expense.
- The individual calling to have a vehicle towed must be present to sign the tow authorization when the tow truck arrives. To have an unauthorized vehicle towed from your designated space, contact a wrecker service.

NOTE: Any vehicle parked so that it extends into the Fire Lane (beyond the red stripe) will be immediately towed at the owner's expense as it represents a hazard to Fire, Police and Emergency vehicles).

## VII. CHILDREN'S PLAY AREAS

Children are not allowed to play in streets, driveways and parking areas.

## VIII. GROUNDS MAINTENANCE – PLANTING AND GARDENING

No planting of shrubs or gardening of any kind may be done by the individual in the General Common Elements without specific approval of the Board of Directors.

Residents are encouraged to participate in the upkeep of landscaping in the front and rear of their individual units.

## IX. OWNER MAINTENANCE

Each owner is responsible for maintaining and keeping in repair the interior of their Unit, including decorating, appliances, electrical and plumbing fixtures, and air conditioning/heating equipment. An owner is obligated to promptly replace broken or cracked glass in windows and doors, and to replace damaged screens on windows and doors.

## X. FIREWOOD

Firewood must be stored on concrete patio area and must be treated with pesticide. DO NOT store firewood on the carport or on the common ground. Keep firewood off the ground at all times.

## **ASSESSMENTS**

### **I. DEFINITION AND PURPOSE**

- Monthly Assessments (also commonly referred to as Maintenance Fees or Homeowners Dues) are used to provide operating maintenance and repair funds for Richardson Crossroads Condominiums.
- Major items in the Monthly Assessments include, but are not limited to: grounds maintenance (lawn mowing, watering, feeding, pruning, trimming and weeding), trash collection, roads and grounds repair and cleanup, maintaining the exterior lighting system, electricity charges for Common Area lighting, maintenance of exterior of each Unit, maintenance of pool area, water charges, master insurance for the community, collection of fees and assessments and other management functions necessary for the successful operation of Richardson Crossroads.

NOTE: Monthly dues for the operation of Richardson Crossroads, including recurring monthly expenses, repairs, and upkeep are budgeted on a yearly basis. The Board of Directors, with the assistance of management, attempts to make all repairs in a timely manner. Repairs are prioritized and done as soon as possible on an economical basis.

### **II. DETERMINATION OF MONTHLY AND SPECIAL ASSESSMENTS**

Monthly Assessments (Homeowners Dues) and Special Assessments are determined by the Board of Directors in accordance with Article IV of the Declaration and Master Deed for Richardson Crossroads Condominiums.

Determination of monthly assessments occurs after the close of the Association's fiscal year, May 1 – April 30. The actual amounts of the monthly assessment will be based upon the operational budget for the Association.

Monthly Assessments are constantly under review and are subject to change by the Board of Directors on an as-needed basis, subject to the provisions of the Declaration.

### III. COLLECTION OF MONTHLY ASSESSMENTS

The Board of Directors may empower a management company to collect all monthly assessments (dues), special assessments (if any are required or levied), and fines and other monies owed to the Association in conjunction with the terms set forth in the Association By-Laws. The following procedure will be used for collection:

Monthly Assessments (dues) are due the first day of each month.

There will be a \$25.00 late charge on all assessments received after the 15<sup>th</sup> of the month the assessment is due.

The Association and its agents are authorized to use standard collection procedures to obtain all past due assessments, fines and other monies owed to the Association.

In accordance with the Richardson Crossroads governing documents, the Board of Directors has authorized the management company to initiate (when appropriate and after Board approval) legal action (i.e., property liens, etc.) on those units of all homeowners who are delinquent in paying their monthly or special assessments, fines and other monies owed the Association.

Monthly assessments (dues) shall be made payable to Richardson Crossroads HOA and may be placed in the Richardson Crossroads drop box or mailed to the Management Company.

### IV. WORK ORDERS

#### A. Routine Repairs/Maintenance

All Requests for repairs or maintenance that are the HOA's responsibility must be submitted via written work order. The work order forms are located in a black metal box to the left of the clubhouse front door. Once work orders are completed, they are to be deposited in the mail slot located in the clubhouse front door.

Maintenance will contact the requestor and make arrangements for time and place of the requested repairs/maintenance.

#### B. Emergency Repairs/Maintenance

In an emergency the owner/tenant should do all necessary to safely limit further damage to themselves and property before notifying management.

All known life or property threatening repairs will be done immediately. It is the responsibility of the owner/tenant to inform management of any repairs needed via the written work order system currently in place or notify any board member in an emergency.

**MAINTENANCE RESPONSIBILITY CHART**

	ITEM	HOA	UNIT OWNER
1	Grounds including all landscaped and paved areas and improvements thereon lying outside the main walls of the buildings with the exceptions noted herein	All except as noted	Cleaning and routine maintenance of patios, balconies, and Limited Common Elements appurtenant to the Unit, replacement or maintenance of plantings and improvements on the patios.
2	Building, exterior roof, siding, and foundation	All aspects	
3	Unit doors (front and rear)	Painting of exterior door and portions of door frame exposed to exterior of unit	Unit side of exterior door, hardware, weather stripping, door sills, and caulking. Replacement
4	Door Screens		All aspects
5	Sliding Glass Door, Atrium and Storm Doors		All aspects
6	Windows		All aspects
7	Window water leaks	Caulking only	Leaks caused by window
8	Window Screens		All aspects
9	Plumbing and Sewer lines	Repairs to portions of plumbing and sewer lines outside of the boundaries of the Unit (including plumbing and sewer serving only one Unit) except when caused by the occupants of a Unit. Damage to a Unit from causes initially occurring outside the Unit (but not consequential damages as to furniture, clothing, or other personal items). Water lines going to water cut off box in common walls and sprinkler lines.	All portions within a Unit serving only that Unit including fixtures and appliances attached thereto. Damage to a Unit originating from causes initially occurring within the Unit that are the responsibility of the Unit owner. This includes hot water heater, washing machine, dishwasher, water softener, and purifier. Water lines into and out from Unit. Sprinkler lines damaged by present or previous owner.
	Cut off valves, boxes lids	All aspects, repair and replacement	Notify management/HOA Board if inoperable, or not visible
	Water line to valve	All aspects.	
	Water line from valve into Unit		All aspects

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10	Electrical	All except electrical and related systems serving only one Unit included within the exterior of the Unit, except as otherwise noted. Damage to a Unit occasioned from sources outside of the Unit originating from electrical systems and components, the maintenance responsibility of which is the Associations. Bus bar on which meters sit. Exterior lighting fixtures.	All portions within a Unit serving only that Unit including all fixtures and appliances attached thereto, including the portions of the heating and cooling systems included within a Unit. Damage to a Unit from causes initiating within the Unit from electrical and related systems, the maintenance of which is the responsibility of the Unit Owner.
	GFI Breaker Outside		All aspects
	Breaker at Meter		All aspects
	Bus bar connection	All aspects	
	Outside light fixtures, balcony and patio	Repair/Replacement	Replacement of bulbs at owner's cost
11	Appliances		All aspects
12	Heating & Cooling Systems		All aspects
13	Storage closet & door		Routine cleaning of individual storage spaces and door replacement
14	Garages and garage doors	Garage door only	Routine cleaning of individual garages, maintenance, repair and replacement of garage door opener. Repair of ballast springs, etc.
15	Attics and crawl spaces	All above finished ceiling	Crawl space access
16	Fences, gates, latches	All except as noted	Locks
17	Sidewalks	At discretion of HOA	
18	Gutters	All aspects	