

Regency at Providence Community Association

ASSOCIATION SERVICES POLICY

Updated August 25, 2022

This document summarizes the services provided by the Association and supersedes all previous “Component and Responsibility” Charts.

Common Elements

The Association contracts and pays for the upkeep, maintenance and repair of all the Common Elements for which we are collectively responsible as an Association. These include:

- Streets, street-lighting, sidewalks, aprons and curbing
- Clubhouses, pools, and surrounding grounds
- Gates, entrance signs, and landscaping
- Tennis courts, walking trails, gazebo, and putting green
- All other site property not individually owned

Required Services for Individual Homes

In addition to maintaining all the community’s Common Elements, the Association is **required by the Declaration** (Exhibit 6.03) to provide the following services for individual homes:

1. Snow removal from driveways and sidewalks
2. Gutter cleaning
3. Landscape maintenance including mowing, edging, weeding, trimming, and fertilization
4. Trash removal
5. Repaint exterior of Dwellings

Discretionary Services for Individual Homes

The Association’s Executive Board has also determined that certain other Association services (contracted and paid for by the Association), though not required by the Declaration, are in the best interest of the community because they are of widespread benefit to the safety of our homeowners and/or the general appearance of our community.

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Homeowner Responsibilities

With the exception of the services specifically listed below, the Association has **no** responsibility for maintenance, repair, or replacement of any part of the individual homes or properties.

With the exception of these Association services, the **individual homeowner is responsible for the integrity and appearance of their home and grounds**. Should a homeowner fail to maintain a home “in good order and repair” the Association has remedies available under the Declaration and the statutes **including fines and Association-contracted remediation billed to the homeowner**.

WITH REGARD TO ANY ASSOCIATION-CONTRACTED SERVICES, ANY COMPLAINTS OR DAMAGE CLAIMS FROM A RESIDENT MUST BE REPORTED TO THE COMMUNITY MANAGER FOR RESOLUTION. REPORTS TO THE COMMUNITY MANAGER MAY BE VIA PHONE, OR IN PERSON, HOWEVER, ALL REPORTS MUST BE CONFIRMED EITHER IN WRITING OR MORE PREFERABLY VIA EMAIL TO THE COMMUNITY MANAGER.

RESIDENTS ARE NOT TO CONFRONT ANY CONTRACTOR PERSONNEL; NOR ACT IN AN ABUSIVE MANNER TO ANY INDIVIDUAL, INCLUDING CONTRACTORS OR COMMUNITY VOLUNTEERS.

IN THE EVENT THAT THE BOARD IS ADVISED OF ANY BEHAVIOR CONTRARY TO THIS POLICY, SUCH BEHAVIOR WILL BE INTERPRETED BY THE BOARD AS A VIOLATION OF THE ASSOCIATION RULES AND REGULATIONS AND WILL BE SUBJECT TO THE RULES AND REGULATIONS COMPLIANCE AND ENFORCEMENT PROCEDURE.

Snow & Ice Removal

The **Association** contracts and pays to have snow and ice cleared from driveways and from the walks between the driveway and the front steps as well as the streets and sidewalks. (*See the **Snow Clearing Policy** document for additional detail.*)

Gutters

The **Association** contracts and pays to have the gutters cleared once each year in late Fall.

Any other supplementary cleaning is the responsibility of the **homeowner**. The Association has **no** responsibility for anything associated with the gutters, downspouts etc. other than the once-a-year gutter cleaning.

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Landscaping

The **Association** contracts and pays for mowing and other landscape maintenance, including care of **standard front beds***. (See ***Landscaping Policy*** document for additional detail.)

*[*Standard front beds are the builder-installed front foundation landscape beds. Any additional landscape beds that are on the sides, back or away from the resident's home – whether installed by the builder or the resident - are not serviced by the Association and their maintenance is the **homeowner's responsibility**. For the maintenance of any additional beds the homeowner may contract separately with the Association's landscaping contractor or any contractor of their choosing.]*

Removal and replacement of bushes and trees on homeowner property are the responsibility of the **homeowner**.

The **homeowner** is also responsible for adequately watering their lawn, and for any required remediation of turf.

Trash

The **Association** contracts and pays for standard once-a-week trash removal. See Section O – Other Board Rules and Policies - for additional details.

Repainting

The **Association** will contract and pay to repaint the front door, all exterior door frames, and any other exterior white painted surface (wood or Azek). Surfaces will be puttied and/or caulked prior to painting. Because of the staggered age of the Phases, painting will be done by Phase (nominally every 4 to 5 years).

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The **homeowner** is responsible for restoring, if necessary, damaged or rotted exterior wood prior to repainting.

Mailboxes

The **Association** has decided that it will contract and pay to have new mailboxes and mailbox posts installed when warranted (nominally every 8 to 10 years for mailboxes and 16 – 18 years for mailbox posts. Because of the staggered age of the Phases, replacement will likely be done by Phase.

The **homeowner** is responsible for any repairs or replacement in the interim.

Alarm Monitoring

Every **homeowner** initially contracted with Westminster Security (name has since changed to TBI Smart Home Solutions) to provide monitoring of their home alarm system. Westminster/TBI has since assigned the monitoring function for most homes to either ADT Security Services or My Alarm Center. The individual agreements with these companies call for the **Association** to act as a **conduit**, collecting for the service as part of the monthly homeowner's fee and paying for the monitoring services.

The **Association** has no role other than collection/payment and fee negotiation.

Individual issues with the monitoring service and maintenance of the in-house equipment are the responsibility of the **homeowner**.

Alarm monitoring companies offer a wide variety of optional services, such as portable panic buttons and features associated with elimination of your land phone line. The contract for optional services is between the homeowner and the monitoring company, and the Association has no role in these contracts. Invoices for any optional services will be sent by the monitoring company directly to the homeowner, and the **costs for these optional services are solely the responsibility of the homeowner**.

(Note: Your contract with the alarm monitoring companies gives them the right to assign the monitoring function to another entity.)
