

The Legends at Grove City Condominium Association

Property Control Policy

P-13

Policy on Driveways, Walkways & Patios

Drafted: February 23, 2024

Adopted: August 12, 2025

Revised:

Policy on Driveways, Walkways & Patios

1. Multi-Family unit driveways, walkways and Patios are limited common elements. Multi-Family unit owners are responsible for the general care and maintenance of such. If major repairs or replacement of driveways, walkways and/or patios are needed, the association will use limited common reserve funds to pay for all necessary work. If there is insufficient funds in the Limited Common Reserve fund to cover such expenses, multi unit owners assigned to such limited common elements will be assessed accordingly.

2. Single Family unit owners are responsible for all the general care, maintenance and major repairs or replacements of the driveways, walkways and patios of their units.

Legal Document References

Public Offering: No Reference

Declaration of Condominium:

"Limited Common Elements" means the Common Elements described in Sections 3202 (2) and 3202 (4) of the Act, including the driveways and patios located adjacent to a unit as shown on the Plan and Plans. Driveways and patios servicing single-family units are not Limited Common Elements.

The driveway and patio adjacent to and servicing say single-family unit shall be part of the single family unit.

4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each

Unit Owner and by the Association in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein_ All Common Expenses associated with the maintenance of a limited Common Element shall be assessed as Limited Expenses against the Units to which such limited Common Element was assigned as the time the expense was incurred in the same proportions as the respective Percentage Interests of all such Units. Ordinary maintenance and repair of patio Limited Common Elements shall be the responsibility of the Owner of the Unit to which such limited Common Element is appurtenant. Structural repairs or replacements of all general and limited Common Element, on multi-unit buildings, including but not limited to the roofs, exterior walls, patios, driveways, and landscaping areas shall be the responsibility of the Association, the costs to be charged as General Common Expenses. Owners of single-family units shall be responsible for maintenance of the exterior of their units, including; but not limited to roofing, siding, windows, doors. Patio/ and Landscape areas. In addition, the Association may provide for Association maintenance of Unit components where such items involve matters of concern related to the general health, safety and welfare of the occupants of the Building in which the Unit is located and may promulgate guidelines governing the division of maintenance and repair responsibilities between the Unit Owners and the Association. Snow removal on all driveways shall be the responsibility of the Association. Owners of Single family Units in the Condominium may install all shrubbery and plantings within ten (10) feet of the outside walls of their Units.

LIMITED COMMON ELEMENTS Portions of the Common Elements which are marked on the Plats and Plans as "Limited Common Elements," including driveways and patios, or as so defined in this Declaration or Act, are for the exclusive use of the Unit which they serve.

By-Laws:

LIMITED COMMON EXPENSES. The Executive Board shall calculate the quarterly assessments for Limited Common Expenses, if any, against each Unit obligated to pay Limited Common Expenses by multiplying (a) the total amount of the estimated funds required for Limited Common Expenses set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any income expected to be received from the operation of the Limited or Reserved Common Elements to which the Limited Common Expenses pertain other than Limited Common Expense Assessments by (b) the share of Limited Common Expenses (expressed in decimal form) allocated to each such Unit, and dividing the resultant product by (c) the number of quarters in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a quarterly basis and not on an annual basis, shall be due and payable on the first day of each 11 quarter and shall be a lien against each Unit Owner's Unit as provided in the Act and the Declaration. Within one hundred twenty (120) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner and to each Permitted Mortgagee who

has registered an address with the Secretary an itemized accounting of the Limited Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Limited Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners obligated to pay Limited Common Expenses in accordance with their allocable share of Limited Common Expenses and shall be payable in one or more monthly assessments, as the Executive Board may determine.

The Association shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of not less than two-thirds (2/3) of the Executive Board such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the Common Elements (including the Limited Common Elements; as defined herein or in the Declaration, whether located inside or outside of the Units, the cost of which shall be charged to all Unit Owners as a Common Expense; provided, however, that each Unit Owner shall perform normal maintenance on the Limited Common Elements appurtenant to his/her Unit and any portion of the remaining Common Elements that the Executive Board pursuant to the Rules and Regulations has given him permission to utilize. Each Unit Owner is responsible for the care, maintenance, repair and upkeep of his/her Unit, as set forth in the Declaration. 8.2 BY THE UNIT OWNER. a. Each Unit Owner shall keep his/her Unit, and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all work that may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from their failure or negligence to make any of the repairs required by this Section, or otherwise by his (or its) negligence or neglect. Each Unit Owner shall promptly report in writing to the Executive Board or the Managing Agent any defect or need for repairs for which the Association is responsible. b. The Unit Owner of any Unit to which a Limited Common Element is appurtenant shall perform the normal maintenance for that Limited Common Element, including keeping it in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water, and shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All structural repairs or replacements shall be made by the Association as a Common Expense, except as otherwise provided in the Declaration.

PA Code: No Reference

Rules & Regulations: No Reference