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December 12, 2016

Margaret Stober
1119 21st Avenue NE
Hickory, NC 28601

RE: Hampton East Homeowners Association, Inc.

Dear Ms. Stober:

As incoming president of Hampton East Homeowners Association, Inc., you have requested that I examine the bylaws of Hampton East Homeowners Association, Inc., along with the Declaration of Covenants, Conditions and Restrictions for Hampton East. I have done so.

With regard to your first inquiry regarding Meetings of the Board, regular meetings of the board is controlled by Section 5.10 of the Bylaws of Hampton East Homeowners Association, Inc. Regular Meetings shall be held, without notice at such hour and address as maybe fixed from time to time by resolution of the board. This sentence relates directly to the board members. Members of the association are not entitled to notice of board meetings nor are they required to attend but may attend if the board so agrees. Members of the Association are entitled to notice and are allowed to attend the annual meeting which is held on the second Monday in February of each PM at 8:00 pm. Members of the Association are also entitled to attend Special Meetings of the Association with the appropriate notice of not less than ten days and no more than sixty days for the date and time of the meeting.

I have also examined the Declaration of Covenants, Conditions and Restrictions for Hampton East. You have requested that I focus upon maintenance of the property which is

controlled by Article 9 beginning on page 14 of the Declaration of Covenants, Conditions and Restrictions. The Association is responsible for the operation, maintenance and repair of the common area. The common area is defined as all real property and easements over real property acquired by the association for the common use and enjoyment of its members. In addition, the Association is responsible for lawn care and landscape maintenance, including the maintenance and repair of walkways and paved areas, but excluding such maintenance and care within any enclosed patio or other enclosure. Additionally, the association is responsible for the periodic painting or re-staining of exterior building surfaces on each townhome. Finally, the Association is responsible for the repair and replacement when necessary of the structural elements of each town home including exterior walls and building surfaces, roofs, front stoops, gutters and down spouts.

Specifically, you have inquired as to whether the Association is responsible for damage caused by third parties through intentional acts. It is my opinion the recent damage to garage doors by persons engaged in criminal activity does not result in an obligation on the part of the Association to repair or replace the damage caused by vandals.

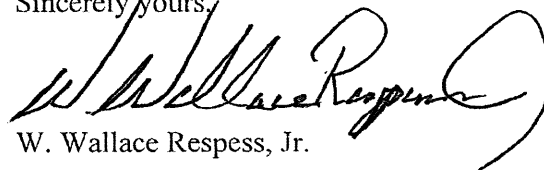
Section 9.02 Maintenance by Owners states that "Except for the maintenance required of the Association under Section 9.01, each owner shall be responsible for keeping his Lot and all improvements thereon in a clean and sanitary condition and in good order and repair".

The plain reading of these two sections defines the obligation of the Association and in effect leaves all other necessary repairs and maintenance to the owner of the townhome.

I trust that this will assist you in the coming months as you serve your term as President. I am available to answer any other questions which you may have from time to time.

Thank you for the opportunity to assist the Association.

Sincerely yours,

A handwritten signature in black ink, appearing to read "W. Wallace Respass, Jr.", written in a cursive style. The signature is positioned above the printed name.

W. Wallace Respass, Jr.

WWRjr/bg