

COUNCIL OF CO-OWNERS OF THE WESTERLIES CONDOMINIUM

POLICY RESOLUTION NO. 09-02

(Policy Concerning Maintenance Responsibilities)

WHEREAS, Article IX of the Master Deed provides that each Co-Owner and each tenant of a Co-Owner shall comply with all of the provisions of the Master Deed, the Bylaws and the decisions and resolutions of the Council, as each may be properly amended from time to time. Failure to comply with such provisions, Bylaws, decisions or resolutions shall be grounds for an action to recover damages or for injunctive relief;

WHEREAS, Article IV, Section 2 of the Bylaws provides the Board of Governors with the powers and duties necessary for the administration of the affairs of the Council and authorizes the Board of Governors to do all such acts and things that are not by law or the Bylaws directed to be exercised and done by the Co-Owners;

WHEREAS, Article III of the Master Deed specifies that a Townhouse shall include any attached patio and that all boundaries shall be physical, as-built boundaries;

WHEREAS, Article VI, Section 2(d) of the Bylaws provides that the Council shall maintain and repair the General Common Elements, as defined in the Master Deed, and each Co-Owners shall maintain his own Townhouse [Unit] in good repair;

WHEREAS, Article VI, Section 2(a) of the Bylaws provides that each Co-Owner must promptly perform all maintenance and repair work within the Co-Owner's Townhouse, specifically including any patio, which could affect the entire condominium or other Townhomes individually, and further that each Co-Owner is responsible for the damages and liabilities caused by his failure to properly maintain his own Townhouse;

WHEREAS, Article VI, Section 2(b) of the Bylaws provides that all repairs of internal installations within a Townhouse shall be at the Co-Owner's individual expense, such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to a Townhouse;

WHEREAS, Article VI, Section 5(b) of the Bylaws further provides that "each Co-Owner shall permit other Co-Owners or their representatives when so required to enter his townhouse for the purpose of performing installations, alterations or repairs to the mechanical or electrical services serving the other Townhouses provided that requests for entry are made in advance and that such entry is at a time convenient to the Co-Owner (except in case of an emergency when the right of entry shall be immediate)"; and

WHEREAS, Article XV, Section G of the Master Deed provides that no Co-Owners or other residents shall paint any portion of the exterior of any Unit a color different from the original color of the Unit unless the proposed color has been approved by the Council, and that no Co-Owner may make any structural changes, or otherwise alter the exterior of his Unit unless the proposed change has been approved by the Council;

WHEREAS, the Board of Governors deems it in the best interest of the community to clarify the responsibility for maintenance of various components and features of the condominium.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Governors adopts the following comprehensive maintenance policy, which shall supersede and replace any previously adopted policies governing the maintenance of units and the general common elements:

I. HEATING, VENTILATING AND COOLING (“HVAC”) UNITS

Co-Owners are fully responsible for the maintenance, repair and replacement of all components of the HVAC units and related systems which service their units. In conjunction with this responsibility, Co-Owners are encouraged to obtain a licensed contractor to inspect their HVAC unit and related systems on an annual basis in order to ensure that it is properly functioning and that all parts are timely replaced before they fail and cause any property damage to others.

The Council is not responsible for the costs of fixing any damage caused to the Co-Owner’s unit or other units by a malfunctioning, misused, or improperly maintained HVAC unit or related system. The Council reserves the power to specially assess any Co-Owner whom the Board of Governors determines to be responsible for the costs to fix any damage sustained to the common elements as a result of a malfunctioning, misused, misplaced or improperly maintained or installed HVAC unit.

II. UNIT AIR CONDENSERS

New and replacement air condensers may be installed in the same location or in a new location specifically approved in writing by the Board of Governors prior to the installation. Application forms can be obtained from the Council’s managing agent.

III. WASHERS AND DRYERS AND BATHROOM VENTS

Co-Owners are fully responsible for the maintenance, repair and replacement of all components of the washers and dryers and related systems which service their units, including dryer vents and water lines. In conjunction with this responsibility, Co-Owners are responsible for retaining a licensed contractor to inspect their washer and dryer and related systems on an annual basis in order to ensure that they are properly functioning

and that all parts are timely replaced before they fail and cause property damage to others. A copy of the annual inspection report issued by the licensed contractor must be provided to the Council's managing agent upon request.

In addition, Co-Owners are responsible for the professional cleaning of dryer vents within their Unit(s), which must be performed at least once every two years. All Co-Owners must submit a copy of a paid receipt from a professional company specializing in the cleaning of duct work to the Council's managing agent within thirty (30) days of the managing agent or Association's request. The paid receipt must clearly demonstrate that the contractor has comprehensively inspected and/or completely cleaned the dryer vent, including both the portion of the vent that lies within the Unit and that portion of the vent which protrudes outside the Unit. The Association reserves the right but not the obligation to coordinate such services and assess each Co-Owner as further outlined below. It remains the Co-Owner's responsibility to demonstrate service has been completed upon receipt of a request for proof from the Association and/or Managing Agent in order to avoid further actions and related charges.

Additionally, Co-Owners are fully responsible for the maintenance, repair and replacement of exhaust vents located within bathrooms in the Unit. As part of this responsibility, the Co-Owner must have the bathroom vents within a Unit professionally inspected and cleaned at least once every five (5) years. All Co-Owners must submit a copy of a paid receipt from a professional company specializing in the inspection and cleaning of bathroom vents to the Council's managing agent upon request. The paid receipt must clearly demonstrate that the contractor has comprehensively inspected and/or completely cleaned the bathroom vent, including both the portion of the vent that lies within the Unit and that portion of the vent which protrudes outside the Unit.

If any Co-Owner fails to comply with the requirements of this section, the Board reserves all of its rights to exercise the Council's remedial powers, including but not limited to, the power to retain a professional contractor to perform the cleaning work and to then assess the Co-Owner with the cost, along with an administrative fee, as well as attorneys' fees and/or other costs incurred by the Council as a result of the Co-Owner's failure to comply. In addition, the Board may initiate any other enforcement action against the Co-Owner as permitted in the Council's governing documents and state law. The Council also reserves the power to specially assess any Co-Owner whom the Board determines to be responsible for the costs to fix any damage sustained to the common elements as a result of a malfunctioning, misused, or improperly maintained washer and dryer or bathroom vent. The Council is not responsible for the costs of fixing any damage caused to the Co-Owner's unit or other units by malfunctioning, misused, or improperly maintained washers and dryers or related systems or bathroom vents.

IV. WINDOWS AND DOORS

In order to ensure uniformity of exterior appearance, any change that would alter the appearance of exterior windows, storm doors, doors and all related components,

including maintenance, repair, replacement or other modifications , including but not limited to door painting, must be pre-approved, in writing, by the Board of Governors. However, the cost of such maintenance, repair, replacement or other modification is the responsibility of the affected Co-Owner. Application forms can be obtained from the Council's managing agent. In the event that a Co-Owner fails to properly maintain or repair the exterior components of windows, doors and storm doors or keep them in proper condition, the Council reserves the power (but not the obligation) to perform all necessary work to the exterior components of the doors and windows at the Co-Owner's expense, which shall include surcharges for administrative charges, legal fees, interest, and other charges or costs of collection, such as recordation of lien fees or filing fees charged by the court for lawsuits.

Additionally, Co-Owners are responsible for the maintenance, repair and replacement of all surfaces and components on the inside of their exterior doors, including but not limited to all hardware and weather stripping.

V. **PLUMBING AND RELATED COMPONENTS**

Co-Owners are fully responsible for the maintenance, repair and replacement of all plumbing and related components that are either: a) installed in their unit, or b) exclusively service their unit. Accordingly, Co-Owners are responsible for the piping in the wall that serves their unit. In conjunction with this responsibility, Co-Owners are encouraged to obtain a licensed contractor to inspect their plumbing and related components on an annual basis in order to ensure that they are properly functioning and that all parts are timely replaced before they fail and cause property damage to others.

In addition, the water shut-off valve located within a Co-Owners unit that serves more than one unit is the joint responsibility of the upper and lower unit Co-Owner. The shut-off valve must be maintained and repaired jointly by the Co-Owners of the units served

The Council is responsible for the maintenance, repair and replacement of all plumbing and related components that are within a general common element outside a particular unit **and** that service more than one unit.

The Council is not responsible for the costs of fixing any damage caused to the Co-Owner's unit or other units by malfunctioning, misused, or improperly maintained plumbing and related components. The Council reserves the power to specially assess any Co-Owner whom the Board determines to be responsible for the costs to fix any damage sustained to the common elements as a result of malfunctioning, misused, or improperly maintained plumbing and related components.

VI. ELECTRICAL APPLIANCES

Co-Owners are fully responsible for the maintenance, repair and replacement of all components of the electrical appliances which service their unit. The Council is not responsible for the costs of fixing any damage caused to the Co-Owner's unit or other units by a malfunctioning, misused, or improperly maintained electrical appliance. The Council reserves the power to specially assess any Co-Owner who the Board determines to be responsible for the costs to fix any damage sustained to the common elements as a result of a malfunctioning, misused or improperly maintained electrical appliance.

VII. ELECTRICAL LINES

Co-Owners are fully responsible for the maintenance, repair and replacement of all electrical lines that are either: a) installed in their unit, or b) exclusively service their unit, including electrical sockets. The Council is not responsible for the costs of fixing any damage caused to the Co-Owner's unit or other units by a malfunctioning, misused, or improperly maintained electrical line. The Council reserves the power to specially assess any Co-Owner whom the Board determines to be responsible for the costs to fix any damage sustained to the common elements as a result of a malfunctioning, misused, or improperly maintained electrical line.

The Council is fully responsible for the maintenance, repair and replacement of all electrical and utility lines and related components that are outside a particular unit **and** that service more than one unit.

VIII. TOWNHOUSE MAINTENANCE

Each Co-Owner is responsible for maintaining his/her Townhouse in good repair and for taking measures to mitigate damage within their Townhouse. Co-Owners need to resolve any humidity and low air circulation issues in their units as necessary to diminish moisture conditions that may result in mold growth and damage within their unit. The use of fans and dehumidifiers can improve air circulation and reduce humidity and moisture levels. Further, based on the findings of engineers retained by Council, the Board has adopted a policy that strongly encourages the Co-Owners of lower level units to utilize a dehumidifier to reduce the high humidity and moisture that occurs in below grade units and thereby reduces the possibility of damage to the unit and personal property. **The Council is not responsible for damages caused by the failure of the Co-Owner to use a dehumidifier to mitigate moisture damage within his/her unit.**

Lower level units are also strongly encouraged to install a flood guard in the floor drain to minimize potential damage to the unit and personal property in the event of a sewer back up.

To protect their investment, Co-Owners are encouraged to obtain their own insurance to cover personal liability, personal property, loss assessments, deductibles, betterments,

upgrades and other master policy exclusions. Co-Owners should review their individual condominium (HO-6) policy and consult with an insurance agent as necessary to make sure they adequately protect themselves.

IX. PATIOS AND DECKS

Patios and decks are within the boundaries of a Townhouse. A “deck” refers to the wood platform immediately adjacent to the unit entrance, the surrounding wood structures connected to the entrance platform including any perimeter fencing, the wood stair assemblies attached to the platform, and the stair railings attached to the perimeter fencing around the wood platform. A “patio” refers to the concrete landing immediately adjacent to the unit entrance, the railings on either side of the wood stair assemblies attached to the concrete landing and the wood stair assemblies leading to the entrance of the lower level units.

The individual Co-Owners are responsible for the performance of the preventive maintenance and necessary repairs of their deck or patio. In light of the aesthetic impact a deteriorated deck or patio can have upon the community as a whole, the Board requires individual Co-Owners to perform their responsibilities in accord with the general standards set forth below, which is not intended to be exhaustive:

- a) Co-Owners must perform routine cleaning of the decks or patios, which, includes, cleaning the deck or patio when it becomes discolored due to spillages or other causes; maintaining patio drains and removing leaves and debris to avoid clogged drains and damage.
- b) Co-Owners must perform periodic restaining of their decks or the wood components of their patios in order to maintain a proper appearance using the materials outlined in Exhibit A; and
- c) Co-Owners are responsible for the repair of any boards that become warped, rotten, or need to be fixed, for whatever reason;
- d) Co-Owners are responsible for the repair of any cracks in the concrete landing of any patio, for whatever reason; and
- e) Co-Owners are responsible for maintaining the area within their fence.

If the Board determines that a Co-Owner is not properly maintaining or repairing their deck or patio as required above, the Board will issue a Notice of Citation to the Co-Owner. This notice will advise the Co-Owner of: a) the specific action required by the Co-Owner to bring the deck or patio into compliance with this policy, and b) the deadline when the Co-Owner must do so. If the Co-Owner fails to take the action required by the Board within the given timeframe, the Board reserves the right to arrange for such action to be performed and assess the Co-Owner for the costs thereof.

Deck or Patio Staining and Repairs

Each Co-Owner must keep his or her deck or the wood components of his or her patio properly stained. If a Co-Owner wants to restain his/her deck or wood patio components

with the same pre-existent color and materials outlined below, the Co-Owner does not need any prior written approval from the Board; however, if a Co-Owner wants to change the color of the stain or recommended materials, the Co-Owner must obtain the prior written approval of the Board. Moreover, if a particular brand identified below is no longer available, an alternative color that is substantially similar to the previous color may be used if approved in advance by the Board.

The same principle above applies to repairs. If a Co-Owner uses those materials outlined below to replace materials that need repair, the Co-Owner does not need to seek the prior written approval of the Board of Governors; however, if the new materials are different in color, appearance or quality, the Co-Owner must seek prior written approval from the Board.

Existing Deck and Patio Materials and Stain Colors

1. All wood components of the decks and patios shall be repaired with #1 Southern Yellow Pine, which must be pressure treated.
2. All anchors bolts, nails or other fastening devices shall be repaired with corrosive resistant materials.
3. All wood fence components shall be installed with a 2 x 6 cap to match the wood components of the deck with 1 x 6 board on board that is commercially considered "knot free".
4. All wood components of the decks and patios shall be sealed with CWF-UV deck sealer by Flood in Natural stain colors, unless an alternate color is pre-approved in writing by the Board of Governors which is currently established for all units in the following Courtyards:
 - Courtyard 1 and 8: all units shall be stained with a solid deck sealer by Flood in Canyon stain color; and
 - Courtyard 4 and 6: all units shall be stained with deck sealer by Behr in Chatham Fog semi-transparent stain color

The Board reserves the right to change the approved deck, fence and patio materials and stain colors. Such changes will be implemented in a manner that permits a reasonable timeframe for transitioning to the new materials and/or stain colors.

X. COMMON ELEMENT LANDSCAPING

The Council has a number of rules and regulations governing the landscaping materials that may be planted in the Council's common elements immediately adjacent to the condominium buildings. Plants may not be planted by residents in the common elements immediately adjacent to the condominium buildings without pre-approval of such

planting pursuant to an architectural modification request submitted to the Board of Governors by the resident. Moreover:

- No existing plants, including trees, shrubs, perennials and ground cover may be uprooted, cut, encroached upon or harmed in any way. No objects, including planters, bricks, railroad ties, decorations or any man made materials may be planted or placed upon the Council's common elements at any time.
- Plants may be planted only within the existing beds adjacent to the buildings, and beds may not be enlarged.
- Co-Owners must obtain the written approval of the Board of Directors prior to installing and landing, steps or other materials at the perimeter entrance to any lower level unit.
- No chemicals, including pesticides, fertilizers, cleaning products, paint or construction materials may be applied in the common elements.
- Any Co-Owner or Resident who plants anything in the common elements as allowed by this policy shall be solely responsible for maintaining the vegetative materials such that that it does not: a) extend beyond the Perimeter Area, or b) encroach upon or interfere with any other portion of the Council's common elements.
- Any Co-Owner or Resident who plants anything in the common elements as allowed by this policy shall bear all costs of purchasing, replacing or maintaining these vegetative materials. The Council shall not be responsible for any damages to any landscaping materials planted by any Co-Owner or resident.
- The Board shall have the right, but not the obligation, to remove any landscaping materials or other objects that are planted in or placed in the Perimeter Area in violation of the terms of this policy. The costs of any such removal may be assessed by the Council to the responsible resident or Co-Owner.
- The residents of units adjacent to the Perimeter Area are entitled to plant vegetative materials in this area in accordance with this policy on a first-come, first served basis.
- The Board currently has and shall retain its authority to remove any landscaping materials or objects from the Council's common elements, including the Perimeter Area, at any time and without advance notice of any sort.
- Any resident or Co-Owner who plants any materials in the Perimeter Area as set forth herein shall hold the Council harmless from any damages, claims, causes of

action, or actions of whatever kind or nature arising from the presence of the planted vegetative materials.

- No trash, debris, excess soil, fertilizer or other materials may be stored or placed upon the Perimeter Area or common elements at any time.

XI. CLAIMS AGAINST UNIT OWNERS

The Council is not responsible for the evaluation or cost of repair of any damage to a unit arising from a condition that originated in a neighboring unit.

XII. WATER LEAKS

Co-Owners are fully responsible for immediately contacting a licensed plumber or contractor to inspect their Unit and all HVAC, plumbing and related components that service their unit when the Co-Owner detects a water leak in their unit. *All water leaks observed by a Co-Owner must also be reported immediately to the Council's managing agent.* The Council is not responsible for the costs of fixing any damage caused to the Co-Owner's unit or other units that is due to a Co-Owner's failure to immediately contact a licensed plumber or contractor to inspect a water leak in their Unit. The Council reserves the power to specially assess any Co-Owner whom the Board determines to be responsible for the costs to fix any damage sustained to the common elements as a result of the Co-Owner's failure to immediately contact a licensed plumber or contractor to inspect a water leak in their Unit.

XIV ACCESS FOR REPAIRS

The Council or its representative has the right to enter any unit where necessary to carry out any repair, maintenance or construction the Council is responsible for. This also includes entry to perform work the Co-owner is responsible for but has not completed after appropriate notice for which the entry and work will be done at the risk and expense of the Co-Owner. In addition, each Co-Owner is required to permit other Co-Owners or their representatives to enter the unit to carry out needs/repairs for services to other Co-Owner units.

XIVI. SCOPE OF ENFORCEMENT

The Board of Governors reserves the power to hold Co-Owners legally responsible for ensuring that their tenants, guests, occupants, or invitees comply with the Council's Regulations. All references to "Co-Owners" herein apply to any legal occupant of the dwelling. The guidelines set forth herein do not preclude the Board of Governors from pursuing all remedies authorized by the Council's condominium instruments to correct maintenance deficiencies, which include, but are not limited to, any self-help remedies.

This Resolution was duly adopted by the Board of Directors on this 30 day of September, 2015 and shall supersede and replace all previously adopted policies governing the maintenance of Units and general common elements.

The effective date of this Resolution shall be November 1, 2015.

COUNCIL OF CO-OWNERS OF
WESTERLIES CONDOMINIUM

By: 

Tim Brazell, President

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution No. 09-___ was mailed and/or hand-delivered to the members of the Council of Co-Owners of Westerlies Condominium on this 16 day of October, 2015.

Heather Graham

Heather Graham, CMCA, PCAM
CAMP Management

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Governors held September 30, 2015.

Motion by: _____ Seconded by: _____

	YES	NO	VOTE: ABSTAIN	ABSENT
_____ President	_____	_____	_____	_____
_____ Vice President	_____	_____	_____	_____
_____ Treasurer	_____	_____	_____	_____
_____ Secretary	_____	_____	_____	_____
_____ Governor	_____	_____	_____	_____

Resolution effective: November 1, 2015, and shall supersede and replace all previously adopted policies governing Unit and general common element maintenance.