

**THE UNIT OWNERS ASSOCIATION OF
MARKET STREET AT TOWN CENTER CONDOMINIUM
RESOLUTION NO. 05-07
MAINTENANCE AND REPAIR POLICY**

WHEREAS, Article III, Section 2 of the Bylaws of The Unit Owners Association of Market Street at Town Center Condominium ("Association") provides the Board of Directors ("Board") with the powers and duties necessary of the administration of the affairs of the Association, including the power to adopt rules and regulations deemed necessary for the benefit and enjoyment of the Condominium;

WHEREAS, Article XI, Section 3 of the Bylaws provides that each Unit and the Common Elements ("CE") shall be occupied and used in compliance with the rules and regulations which may be promulgated and amended by the Board;

WHEREAS, Articles IV and V of the Declaration describe the boundaries of Units and distinguish General Common Elements ("GCE"), Limited Common Elements ("LCE"), and Reserved Common Elements ("RCE");

WHEREAS, Article XII of the Declaration holds the Association responsible for exterior maintenance of the Units and structures of the Condominium;

WHEREAS, Article III, Section 2(c) of the Bylaws provides that the Board shall "[p]rovide for the operation, care, upkeep and maintenance of all of the Condominium Property and services of the Condominium";

WHEREAS, Article VI, Section 7(a) of the Bylaws states that: the Board shall be responsible for the maintenance, repair, and replacement of CE (including the structural replacement of LCE); the cost of such maintenance shall be charged to all Unit Owners as a Common Expense, Residential Limited Common Expense, or Commercial Limited Common Expense; and each Unit Owner shall perform normal maintenance on the LCE appurtenant to his or her Unit and any portion of the remaining CE which the Board has given him or her possession to utilize;

WHEREAS, Article VI, Section 7(b) of the Bylaws states that each Unit Owner shall: keep his or her Unit, equipment, appliances, and appurtenances in good order, condition, and repair; be responsible for damage to other Units or to the CE resulting from his or her failure to make repairs; perform his or her maintenance obligations in such manner so as not to unreasonably disturb the other Unit Owners; notify the Association of repairs which the Unit Owner believes to be the responsibility of the Association; perform normal maintenance repairs caused by his or her negligence misuse, or neglect on the LCE appurtenant to his or her Unit; and be responsible for maintenance and care of storage or parking he or she is permitted to use by the Board;

WHEREAS, Exhibits A and B to the Association's Bylaws, the Charts of Maintenance Responsibilities, set forth the various responsibilities of Unit Owners and the Association;

WHEREAS, Article X, Section 1(h) of the Bylaws gives the Association to enter a Unit to abate and/or remove a violation of the Association's Instruments;

WHEREAS, Article XI, Section 7 of the Bylaws grants the Association and its designees a right of access to Units within the Condominium for certain purposes related to the performance of the Association's duties so long as proper request for entrance is made by the Association; and

WHEREAS, the Board recognizes that there is a need for clarifying the maintenance, repair, and replacement obligations of Unit Owners and the Association to ensure that all Unit Owners understand their responsibilities;

NOW, THEREFORE, BE IT RESOLVED THAT, the Unit Owners' and Association's responsibilities for the maintenance, repair, renovation, restoration, or replacement of their Units and the Common Elements, and the costs related thereto, be set forth and the following policies adopted:

I. **Distinguishing Units, General Common Elements, Limited Common Elements, and Reserved Common Elements.**

a. **Units.**

i. The Unit extends:

1. from the underside of the concrete comprising the ceiling to the top surface of the undecorated concrete comprising the floor;
2. in the case of Units abutting the CE, from (and including) the drywall of any walls abutting the CE to the studs bounding the Unit; and
3. in the case of Units separated by a wall, from the interior surface of the studs to the opposite interior surface of the studs

ii. Residential Units include:

1. front entrance door to the Unit
2. all windows
3. all patio and balcony doors in the Unit
4. interior ceilings and floor coverings
5. air-conditioning and heating components serving on that Unit
6. all space, interior partitions, fixtures, and improvements (including without limitation, sinks, bathtubs, and other plumbing facilities, refrigerators, ovens, and other appliances)
 - a. **HOWEVER**, any chutes, flues, ducts, conduits, wires, bearing walls or columns, or any other apparatus, lying partially within and partially

outside of the designated boundaries of a Unit are part of the Unit only if they serve only that Unit

- b. Any such portions serving more than one Unit but less than all are Individual Residential Limited Common Elements appurtenant to the affected Units

- b. **General Common Elements.** GCE include the entire Condominium other than the Units and the LCE, as follows:

- i. The land within the Condominium Property
- ii. The air space above and around the Condominium
- iii. All foundations, columns, girders, beams, and supports within the Condominium not included as parts of Units or LCE
- iv. The roof and roof structures not included as parts of Units or LCE
- v. All exterior masonry walls and facings of the building and all partitions separating Units not include as parts of Units
- vi. Portions of the utility systems serving the GCE or all of the Units
- vii. The mechanical and maintenance rooms not included as parts of Units of LCE
- viii. All pumps, pipes, wires, cables, conduits, and other apparatus relating to the water distribution, power, light, telephone, gas, sewer, heating, air conditions, and plumbing systems located in and/or serving only the building and not indicated as parts of Units or LCE
- ix. All entrance doors and windows except those deemed parts of Units or LCE
- x. The central loading and delivery areas
- xi. All apparatus and installations existing or hereinafter constructed in the building or on the Condominium Property for common use and/or the maintenance or safety of the Condominium

- c. **Limited Common Elements.**

- i. LCE consists of either Residential Limited Common Elements, Individual Residential Limited Common Elements, or Commercial Limited Common Elements; they are listed on the Condominium's plats and plans.
- ii. A balcony, terrace, deck, or patio shown on the plat and plans as adjacent or contiguous to a Residential Unit is an Individual Residential Limited Common Element.
- iii. As designated on the plats and plans, hallways, stairways, recreational or common purpose rooms, elevators, and similar areas located outside the Residential Unit boundaries but serving only Residential Units shall be designated Residential Limited Common Elements.

- d. **Reserved Common Elements.** The Board has the power to grant revocable licenses in designated GCE to the Residential Unit Owner(s) or Commercial Unit Owner(s) at no charge or to establish a reasonable charge to such Residential Unit Owner(s) and Commercial Unit Owner(s) for the use and maintenance thereof; such designations are RCE.

II. **Maintenance, Repair, and Replacement Obligations of the Association.**

- a. **Exterior Maintenance.** The Association has the exclusive right to provide for all painting and maintenance of the exterior of all of the Units and structures in the Condominium, and such maintenance shall be a Common Expense.
- b. **Common Element Maintenance.**
- i. The Board, acting on behalf of the Association, is responsible for the maintenance, repair, and replacement of the CE, including structural replacement of LCE, and the costs associated shall be charged to the Owners as a Common Expense, Residential Limited Common Expense, or Commercial Limited Common Expense, as the case may be, unless the Board determines that the expense was necessitated by the negligence, misuse, or neglect of an Owner.
 - ii. Pursuant to Section 55-79.83(a) of the Act, the Association shall assess individual owners for the structural maintenance, repair, or replacement of LCE attached or appurtenant to said owners' Unit.
- c. **General Common Elements.**
- i. The Association has maintenance, repair, and replacement responsibility for the GCE, including but not limited to, the following items located in or on the GCE:
 1. Plumbing and related systems and components
 2. Electrical and related systems and components, including fixtures
 3. Heating and cooling systems serving only GCE and LCE
 4. Building exterior, roof, vertical walls, garage, foundations, gutters, downspouts, building entry doors, stairways, elevators, and lobbies
 5. Unit entry doors, window wall sliding glass doors and French doors *except* routine maintenance of window wall sliding glass, French doors, and sliding glass door screens (they are the responsibility of the Owner)
 6. Windows and screens which do not serve a Unit
 7. Exterminating
 8. Grounds immediately surrounding the Condominium building
 9. Parking spaces

10. Storage bins
- ii. As mentioned, *supra*, pursuant to Section 55-79.83(a) of the Act, the Association shall assess individual owners for the structural maintenance, repair, or replacement of LCE attached or appurtenant to said owners' Unit
- d. **Limited Common Elements.** The Association has shared maintenance, repair, and replacement responsibility with the Owner of the Unit to which a specific LCE is attached, provided, however, that the Board has the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement, including but not limited to, the following:
 - i. Repairs to portions of the plumbing system outside the boundaries of the Unit, but serving only one Unit, except for damage or malfunction caused by the occupants of the Unit
 - ii. Balconies and patios
 - iii. Exterminating
 - iv. Parking spaces
 - v. Repair and replacement of storage bins
- e. **Unit Components.** The Association has very limited maintenance, repair, and replacement responsibility for Unit Components, including but not limited to, the following:
 - i. Plumbing and related systems but *only* to the extent that a malfunction or threat of malfunction has originated outside the Unit; repair of grouting, caulking, and other water inhibitors when Unit Owner refuses upon reasonable notice to repair the condition threatening or causing damage to other Units or CE
 - ii. Painting of exterior of Unit entry door and portions of door and door frame which are exterior

III. Maintenance, Repair, and Replacement Obligations of the Owners.

- a. **Manner of Repair and Replacement.**
 - i. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality.
 - ii. Contractors hired, retained, or employed by Unit Owners shall be licensed and insured.
- b. **Limited Common Element Maintenance.**
 - i. Each Unit Owner shall perform normal maintenance on the LCE appurtenant to his or her Unit and any portion of the remaining CE which the Board has given him or her permission to utilize.
 - ii. The Unit Owner shall make all repairs thereto caused or permitted by his or her negligence, misuse, or neglect.

- c. **Equipment, Appliances, and Appurtenances.**
- i. Each Unit Owner shall keep his or her Unit and its equipment, appliances, and appurtenances in good order, condition, and repair and in a clean and sanitary condition, and shall do all redecorating, painting, and varnishing necessary to maintain the good appearance and condition of the interior of his or her Unit.
 - ii. The Unit Owner shall be responsible for damage to other Units or the CE resulting from his or her failure to make these repairs.
 - iii. Each Unit Owner shall perform his or her responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners.
 - iv. Each Unit Owner shall promptly report the Board of the Managing Agent any defect or need for repairs for which the Unit Owner believes the Association is responsible.
- d. **Storage Areas and Parking Spaces.** Any Unit Owner permitted by the Board to use a specific portion of the CE for storage or parking is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner.
- e. **Floor Coverings.**
- i. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of the floor covering materials that are appurtenant to or part of his or her Unit.
 - ii. All floor covering materials shall be maintained in such a manner as to minimize sound transmission between the Units.
 - iii. In the event that it is necessary for the Owner of an upper level Unit to replace any floor covering materials in that Unit, the Unit Owner shall use floor covering materials that are not less than the same amount and of similar quality, design, and sound insulating features as the floor covering materials installed during the initial construction of such upper level Unit.
- f. **Miscellaneous Components and Related Obligations.**
- i. In addition to that described above, each Unit Owner has additional maintenance, repair, and replacement obligations, including but not limited to, the following:
 1. Plumbing and related systems and components, including fixtures and appliances attached thereto, to the extent that they are within the Unit and serve only that Unit
 2. All electrical and related systems and components thereof serving only one Unit, including exterior fixtures serving primarily one Unit
 3. Heating and cooling systems serving only one Unit, including maintenance of condensate drain line

4. Interior of Unit entry door, all door hardware, weather stripping, door sill; routine maintenance of window wall sliding glass, French doors, and sliding glass door screens
5. Where balconies and patios are concerned, routine cleaning and maintenance of any plant material, light bulb replacement, snow removal, and sealing of any wood decks
6. Routine cleaning and repair of window frames and mechanism and replacement of glass and screening
7. Exterminating
8. Routine cleaning of storage bins

IV. **Insurance.**

- a. **Purchased and Maintained by the Association.** The Association shall procure and maintain the insurance coverage required by the Association's Instruments and relevant laws, including as appropriate: physical damage insurance, liability insurance, fidelity coverage, workmen's compensation insurance, broad form machinery and pressure vessel explosion insurance, and any other insurance as the Board may determine.
- b. **Purchased and Maintained by the Owner.**
 - i. It is strongly recommended that each Unit Owner and/or any tenant of such Unit Owner, at his or her own expense, obtain insurance for his or her own Unit and for his or her own benefit.
 - ii. It is strongly recommended that each Unit Owner and/or any tenant of such Unit Owner, at his or her own expense, obtain insurance coverage for his or her personal property, for any betterments and improvements made to the Unit, and for his or her personal liability.
 - iii. No Unit Owner or tenant may purchase or maintain insurance coverage that will decrease or negatively impact the coverage procured by the Board or its agents for the benefit of the Association, and any Unit Owner or tenant who obtains individual insurance policies coverage any portion of the property other than personal property must file a copy of that policy with the Board within thirty (30) days after the purchase of such insurance.
 - iv. Each policy purchased and/or maintained by a Unit Owner must contain waivers of subrogation.

V. **Inspection and Enforcement.**

- a. **Right of Access.**
 - i. The Board, Managing Agent, and/or any other person authorized by the Board or the Managing Agent, has a right of access to each Unit for the purpose of discharging the Association's powers and responsibilities and powers, including, but not limited to:
 1. making inspections;

2. correcting any condition originating in his or her Unit and threatening another Unit of the CE;
 3. performing installations, alterations, or repairs to the mechanical or electrical serves or the CE in his or her Unit or elsewhere in the Condominium; or
 4. to correct any condition which violates the Condominium Instruments.
- ii. Before entering, however, the Association's representatives must contact the Unit Owner to request entry at a time reasonably convenient to the Owner.
 - iii. In case of an emergency (*i.e.*, streaming water leaks, unattended alarm sounding, noxious fumes, etc.), such right of entry shall be immediate, whether the Unit Owner is present at the time or not.
 - iv. To the extent that damage is inflicted upon the CE or any Unit through which access is taken, the Association, if it caused the damage, shall be liable for the prompt repair thereof.
- b. **Owner Request for Association Maintenance.**
- i. In the event that a Unit Owner becomes aware of a maintenance, repair, or replacement issue that is the responsibility of the Association, he or she must immediately inform the Association in writing.
 - ii. A Unit Owner may request in writing that the Association arrange for the maintenance, repair, or replacement of any Limited Common Element appurtenant or assigned to his or her Unit, with all costs to be assessed to and paid by the Unit Owner or Association, as required by the Condominium Instruments.
- c. **Periodic Inspections.** A representative of the Association will conduct periodic inspections of the Condominium Property, including the GCE, LCE, RCE, and when appropriate, the Units as described *supra*.
- d. **Abatement and Enjoinment of Violations.**
- i. A Unit Owner's violation or breach of the Association's maintenance, repair, and replacement policies and/or any of the Association's other governing documents shall give the Board the right:
 1. to enter the Unit in which the violation or breach exists and abate and/or remove any structure, thing, or condition that may exist therein contrary to the intent and meaning of the Association's policies and other Instruments; or
 2. to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach
 - ii. The expenses incurred by the Association in abating or enjoining the violation or breach shall be assessed to the relevant Unit

Owner; such assessment shall be subject to the same policies and procedures governing the Association's collection of any other assessment.

- e. The Association's enforcement rights are cumulative and not exclusive.

The rules and regulations set forth in this policy resolution are effective as of 6/21/07, 2007.

**THE UNIT OWNERS ASSOCIATION
OF MARKET STREET AT TOWN CENTER CONDOMINIUM
RESOLUTION ACTION RECORD**

Resolution Type: Policy No. 05-07


Pertaining to: Maintenance and Repair

Duly adopted at a meeting of the Board of Directors held on the 21st day of June, 2007.

Motion by: Mike Rifkin

Seconded by: Mary Saunders

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>Elyse Amodeo</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Chad Farhat</u> Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Tom Wilkins</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Mike Rifkin</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Mary Saunders</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

 Secretary
 Date 6/21/07