

**MARKET STREET AT TOWN CENTER CONDOMINIUM  
UNIT OWNERS' ASSOCIATION**

**POLICY RESOLUTION NO. 17-18  
IN-UNIT MAINTENANCE**

**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 he poser to adopt rules and regulations deemed necessary for the benefit and enjoyment of the Condominium; and

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

**WHEREAS**, Article III, Section 2. 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”; and

**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 Common Elements resulting from his or her failure to make repairs; perform his or her maintenance obligations in such a 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 Limited Common Elements 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; and

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

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

**WHEREAS**, Article X, 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 in made by the Association; and

**WHEREAS**, certain Unit components, due to their nature, may constitute a risk to the health and safety of people and property within the Condominium if a Unit Owner fails to perform necessary maintenance on such components; and

**WHEREAS**, the Board recognizes substantial damage has occurred to single Units, surrounding Units, Common Elements, and Limited Common Elements due to leaking Water Heaters, Washing Machines, Air Conditioners, Toilets, and water supply lines in Units; and

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

**NOW, THEREFORE, BE IT RESOLVED THAT**, the Unit Owners' and the Association's responsibilities for the maintenance and repair of (a) plumbing and related systems and components within a Unit and serving only that Unit; (b) heating and cooling systems, including maintenance of condensate drain line, serving only one Unit; (c) dryer vents serving only one Unit, and the costs related thereto, be set forth and the following policy be adopted.

## **I. REQUIRED ANNUAL MAINTENANCE AND INSPECTION**

- A. Unit Owners are required to perform periodic maintenance and inspections through a licensed and insured professional contractor on the following unit components.
  - 1. Water Related Apparatus
    - a) HVAC/Water Heater: once each year
    - b) Toilets, Showers, Sinks and related Unit plumbing: once each year
    - c) Dish Washer Hose: once each year
    - d) Washing Machine Hose: once each year
  - 2. Dryer Vent: once each year
  
- B. Unit Owners are required to have the following preventive measures in place:
  - 1. Washing Machine Pan under Washing Machine
  - 2. Water Alarms
    - a) at the base of the Water Heater
    - b) under the Air Conditioning Unit
    - c) in the Washing Machine Pan
    - d) under the Kitchen Sink water supply lines
    - e) under the Bathroom Sink(s) water supply lines

## II. PROOF OF COMPLIANCE

- A. Unit Owners must demonstrate compliance with this Policy by **submitting a copy of a paid receipt from a licensed and insured professional company** with experience and expertise in performing the required maintenance. The paid receipt must expressly indicate that the licensed professional contractor has comprehensively inspected and performed any necessary maintenance on all Water Related Apparatus, as defined above, and the Dryer Vent in the Unit.
- B. The inspection and maintenance of all Water Related Apparatus and the Dryer Vent must occur annually, with initial inspections and maintenance performed **beginning in 2019 and every year thereafter.**
- C. The inspection and maintenance must be **performed between April 1st and June 30th** each year. This inspection and maintenance period has been established to ensure that the Air Conditioner condensate lines are blown out before the onset of the warm weather when Air Conditioners are typically used and clogged condensate lines are known to cause leaking.
- D. Contractors' receipts must be submitted to the Association **on or before June 30th** each year.
- E. The Board of Directors may, from time to time, promulgate certification and inspection forms for mandatory use by Unit Owners and their contractors.

## III. INSPECTION AND ENFORCEMENT

- A. Right of Access
  - 1. 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, including, but not limited to:
    - a) making inspections;
    - b) correcting any condition originating in a Unit and threatening another Unit or the Common Elements; or
    - c) correcting any condition which violates the Condominium Instruments.
  - 2. Before entering, however, the Association's representatives must contact the Unit Owner to request entry at a time reasonably convenient to the Unit Owner.
  - 3. 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.

B. Abatement and Enjoinment of Violations

1. A Unit Owner's violation or breach of the Association's In-Unit Maintenance Policy and/or any of the Association's other governing documents shall give the Board the right to retain a licensed professional contractor to perform the inspection and maintenance on all Water Related Apparatus and the Dryer Vent, as defined above in "Section I. Required Annual Inspection and Maintenance".
2. 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.
3. The Association's enforcement rights are cumulative and not exclusive.

This Resolution shall become effective on January 1, 2019.

Enacted this 27<sup>th</sup> day of September, 2018.