

**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 the power 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 “provide 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 Association’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 the proper request for entrance is 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; and

**WHEREAS**, Article VI, Section 1(b)(i) of the Bylaws states that the cost of unit maintenance deemed necessary by the Board to protect the Common Elements shall be assessed against the Condominium Units; and

**WHEREAS**, the Board recognizes that Association Provided Unit Maintenance and Inspections will be more streamlined and lower cost for most Unit Owners than before;

**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 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 MAINTENANCE AND INSPECTION**

- A. The Association will perform periodic maintenance and inspections on the following unit components.
  - 1. Inspection
    - a) Water Heater, drip pan, and water alarm
    - b) Toilets, shut-off valves, supply lines, and flapper
    - c) Showers
    - d) Sinks, related plumbing, and water alarms
    - e) Dish Washer Hose
    - f) Washing Machine Hose, drip pan and water alarm
    - g) Refrigerator Supply Line and water alarm
    - h) Water alarm under the AC unit
  - 2. Maintenance
    - a) The condensate drain line under the AC unit will be inspected and cleaned
    - b) The dryer vent will be cleaned
- B. Unit Owners are responsible for the necessary repair and replacement of items that fail inspection. Proof is required by one or more of the following.
  - 1. Submit a receipt for the replacement of a missing item,
  - 2. Schedule a reinspection at an additional cost, or
  - 3. Submit a receipt showing proof of repair by a licensed contractor
- C. All other Unit Maintenance, such as HVAC servicing, remains the responsibility of Unit Owners.

## **II. ASSESSMENT, TIMING, AND SCHEDULING**

- A. The Association will negotiate a contract for Unit Maintenance and Inspections competitive with the price that Unit Owners could obtain on their own. The cost per unit for Unit Maintenance and Inspections will be prorated over 24 months and billed to each Unit as part of the Association fees. The monthly cost will be stated clearly in the annual budget and assessment letter to Homeowners.
- B. Assessments will begin in 2024 and continue perpetually. The Association Provided Unit Maintenance and Inspections will be executed in 2025 and every other year after.
- C. Proof of remedy for failed inspection items will be required no later than 60 days after inspection.
- D. Delinquency in scheduling or failure to remedy a failed inspection may require Association action described in Section III.
- E. As the work will be done on business days, during business hours, morning or afternoon timeslots may be scheduled by Unit Owners. If the Unit Owner or representative cannot be present, arrangements must be made in advance for access to the Unit.

## **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.

#### **IV. THE RIGHT TO OPT OUT OF ASSESSMENT**

- A. Each Unit Owner is responsible for biennial Unit Maintenance and Inspection. A Unit Owner may, however, exercise the right to opt out of the Association Provided Service and its Assessment if the following requirements are met.
  1. Submit a request for exemption from assessment along with a copy of a maintenance contract for the Unit 25 days in advance of each calendar year that covers a portion of, or the entire following year.
  2. Submit a new copy of the maintenance contract upon each renewal.
  3. Submit detailed proof of the completion of Unit Maintenance and Inspection as defined in Section I.A, Paragraphs 1 and 2. A Statement of Work will be provided to the Unit Owner upon request.
- B. Failure to meet all the requirements above will result in Association Provided Unit Maintenance and Inspection, and retroactive collection of assessments.

This Policy Resolution 17-18: In Unit Maintenance was enacted on the 26th day of September 2018 and became effective on January 1, 2019.

On December 16th, 2021, the Policy was amended to change the requirement of the dryer vent cleaning from yearly to every other year beginning in 2022.

On February 24, 2022 the Policy was amended to change the requirement for inspections of all items from yearly to every other year starting in 2023.

On October 26, 2023, the Policy was amended to provide for Association Provided Unit Maintenance and Inspections.