

**THE AMBERLEA AT SOUTH RIDING CONDOMINIUM
UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. -2019-03**

(Maintenance and Repair Obligations)

WHEREAS, Article 3, Section 3.1 of the Amberlea at South Riding Condominium Unit Owners Association Bylaws states that the Board of Directors of the Association shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such things as are not by the Condominium Act or Condominium Instruments required to be exercised and done by the Association; and

WHEREAS, Section 55-79.53 of the Virginia Condominium Act, Code of Virginia (1950, as amended) (“Act”) states that every Unit Owner of a Unit shall be governed by and shall comply with all of the terms of the Declaration, Bylaws and Rules of Regulations of the Association (“Condominium Instruments”); and

WHEREAS, Article 3, Section 3.1(f) of the Bylaws empowers the Board to adopt and amend rules and regulations in accordance with Section 5.8(b) of the Bylaws, provided that those rules and regulations do not conflict with the Condominium Act or Condominium Instruments; and

WHEREAS, Article 3, Section 3.1(h) of the Bylaws empowers the Board to make or contract for the making of repairs, additions and improvements to or alterations and restoration of the Property, in accordance with the Bylaws, after damage or destruction by fire or other casualty; and

WHEREAS, Article 5, Section 5.1(c)(2) of the Bylaws empowers the Association to specially assess Units for Limited Common Expenses, when certain common expenses benefit less than all of the Condominium Units or are caused by the conduct of less than all those entitled to occupy the same or by their licensees or invitees; and

WHEREAS, Article 5, Section 5.5(a) of the Bylaws states that except as otherwise provided herein, the Association shall be responsible for the maintenance, repair and replacement of all of the common elements (including limited common elements), the cost of which shall be a common expense; provided, however, that the Board may elect not to do so if in the opinion of a majority of the Board such maintenance, repair or replacement was necessitated by the act, neglect or carelessness for which a unit owner is responsible, per Section 9.1(a) of the Bylaws; and

WHEREAS, Article 5, Section 5.5(b)(1) of the Bylaws provides that the Unit Owner is responsible for keeping his or her unit, equipment, appliances and appurtenances in good order, condition and repair.

WHEREAS, Article 5 of the Bylaws also contains more specific maintenance and repair obligations for both the Association and the Unit Owners; and

WHEREAS, the Board of Directors deems it to be in the best interest of the Association and its individual members to adopt a consolidated Chart of Maintenance and Repair Responsibilities for major and routine components and needs of the Condominium, so as to provide simplified and clarified explanations of the division of responsibilities between the Association and Unit Owners to assist in management and planning of the maintenance and repair needs; and

NOW THEREFORE, the Board of Directors adopts the following policy:

- I. The Chart, attached hereto as Exhibit A, shall govern the division of particular repair and maintenance responsibilities, including cost, between the Association and Unit Owners, for various components of the Condominium. The Chart does not and is not intended to amend the terms of the Association's Bylaws and Declaration, but simply collectively interprets all of the terms of the Bylaws and Declaration and provides more practical guidance to Unit Owners related to these matters. The Chart is not exhaustive, but it does attempt to address those routine and major items of the Condominium. In the absence of a particular provision of the Chart being applicable to a need, the terms of the Bylaws and Declaration will control.
- II. The terms of the Chart are not intended to and do not necessarily control in situations pertaining to casualty losses or other losses/repairs covered by insurance policies of the Association or the Unit Owner. The provisions of the Bylaws and Declaration related to casualty losses and repairs shall operate and take priority effect in such cases.
- III. The terms of the Chart do not absolve Unit Owners of obligations and liabilities for maintenance and repairs to any portion of the Condominium, including, costs, which are rendered necessary due to a Unit Owner's act, neglect or carelessness, or based upon any other standard requiring liability and responsibility for the Unit Owner described in the terms of the Declaration and Bylaws, despite general division and allocations of the same set forth in the Chart.
- IV. Unit Owners are encouraged to review the Chart when undertaking maintenance and

repairs related to their Unit or Limited Common Element components and to contact the Association's management agent and/or Board of Directors in the event of any need for clarification.

The effective date of this Resolution shall be October 11, 2019.

THE AMBERLEAT AT SOUTH RIDING
CONDOMINIUM UNIT OWNERS ASSOCIATION

Amanda Curran

Board President

**THE AMBERLEA AT SOUTH RIDING
CONDOMINIUM UNIT OWNERS ASSOCIATION
FOR ASSOCIATION RECORDS**

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand delivered to the members of The Amberlea at South Riding Condominium Unit Owners Association, on this SEPT. 16, 2019



Mary Frank, Community Manager


**THE AMBERLEA AT SOUTH RIDING CONDOMINIUM
UNIT OWNERS ASSOCIATION**

RESOLUTION ACTION RECORD


Duly adopted at a meeting of the Board of Directors held SEPT. 11, 2019

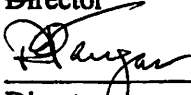
Motion by: CATHERINE LUNSFORD Seconded by: AMANDA CURRAN

VOTE:
YES NO ABSTAIN ABSENT



Director


Director


Director


Director


Director

ATTEST:

Secretary

9/11/19
Date

Resolution effective: 10/11, 2019

CHART OF MAINTENANCE AND REPAIR RESPONSIBILITIES

This chart is not intended to describe or encompass all maintenance and repair functions nor to delineate all respective responsibilities between the Unit Owners, severally, and the Association.

I ITEMS	II ASSOCIATION RESPONSIBILITY	III UNIT OWNER RESPONSIBILITY
Plumbing & related systems & components thereof, including heat pumps/water heaters	All in all regards for those systems and components which serve more than one Unit and the related costs are Common Expenses. If plumbing and related systems serves one Unit but is located outside the Unit, it shall be the Association's obligation to repair and replace, but the unit owner served shall be responsible for routine maintenance and the costs of any repair or replacement may be assessed against the benefitted Unit Owner(s) as a Limited Common Expense.	Routine maintenance, repair and replacement of system and related components which is located within and serves only that Unit. Routine maintenance of system and related components if system and related components is located outside the Unit served.
Electrical & related systems & components thereof, including fixtures and smoke detectors	All in all regards for those systems and components which serve more than one Unit and the related costs are Common Expenses. If related systems serve one Unit but is located outside the Unit, it shall be the Association's obligation to repair and replace, but the unit owner served shall be responsible for routine maintenance and the costs of any repair or replacement may be assessed against	Routine maintenance, repair and replacement of system and related components which is located within and serves only that Unit. Routine maintenance of system and related components if system and related components is located outside the Unit served.

I	II	III
ITEMS	ASSOCIATION RESPONSIBILITY	UNIT OWNER RESPONSIBILITY
	the benefitted Unit Owner(s) as a Limited Common Expense.	
Air Heating and Cooling Systems, including ducts.	None.	All, in all regards. Includes, maintenance of condensate drain lines and cleaning of air ducts.
Kitchen fixtures, ducts, appliances. *Note, plumbing systems category (see above) pertain to related piping which may run into and serve kitchen.	None, except any ductwork and piping which serves more than one Unit or one Unit but is located outside of the Unit served, in which case repair and replacement shall be the Association's obligation, but the related costs thereof may be assessed against the benefitted Unit Owner as a Limited Common Expense.	All in all regards, except repair and replacement of system and related components if located outside the Unit served (except costs thereof may be specially assessed).
Bathroom fixtures, including toilets, showers, bathtubs, faucets. *note, plumbing systems category (see above) pertain to related piping which may run into and serve bathroom.	None, except any piping which serves more than one Unit or one Unit but is located outside of the Unit served, in which case repair and replacement shall be the Association's obligation, but the related costs thereof may be assessed against the benefitted Unit Owner as a Limited Common Expense.	All, in all regards, except repair and replacement of system and related components if located outside of Unit served (except costs thereof may be specially assessed).
Unit front entry doors, locking mechanism, door handle, knocker, kick plates, all related hardware- includes storm doors	All non-day-to-day maintenance, repairs and replacements, and typically treated as a Common Expense when part of a comprehensive maintenance project for the doors, including locks and related hardware (hinges and knobs), but in some cases per the	All day-to-day maintenance and may be subject to Limited Common Expense assessments. Unit Owners may replace locks and hardware (hinges and knobs out-of-cycle, at their own expense. All replacements and repairs to kick plates and knockers are the obligation of the Unit Owner. Exterior rear doors are the Unit Owner's sole obligation to repair,

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	terms of the Bylaws, the costs therefore may be specially assessed for out-of-cycle not immediately necessary repairs or replacements.	maintain and replace.
House Numbers	All	None
Door bells	None.	All, in all regards.
Stoops, lead stairs, lead sidewalks	All non-day-to-day maintenance, repairs and replacements, and typically treated as a Common Expense when part of a comprehensive maintenance project, but in some cases per the terms of the Bylaws, the costs therefore may be specially assessed for out-of-cycle not immediately necessary repairs or replacements.	Day-to-day maintenance, including clearing, cleaning and maintaining clean, sanitary condition. May be subject to Limited Common Expense assessments.
Building exterior including siding, brick work, trim, roofing, vertical exterior walls, gutters and downspouts, shutters	All, in all regards and typically treated as a Common Expense when part of a comprehensive maintenance project, but in some cases per the terms of the Bylaws, the costs thereof may be specially assessed for out-of-cycle not immediately necessary repairs or replacements.	None, except may be subject to Limited Common Expense assessments.
Decks, Patios and Porches	All, in all regards and typically treated as a	Day-to-day maintenance, including clearing, cleaning and

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	Common Expense when part of a comprehensive maintenance project, but in some cases per the terms of the Bylaws, the costs thereof may be specially assessed for out-of-cycle not immediately necessary repairs or replacements.	maintaining clean, sanitary condition. May be subject to Limited Common Expense assessments.
Windows & Screens, including framing and screens	None.	All which serve that particular Unit in all regards.
Common Element Parking Spaces	Limited Common Element and General Common Element parking spaces are repaired by the Association. Repaving, repainting and resurfacing is performed by Association.	None.
Garage doors	None.	All, in all regards.
Driveways, aprons	All, in all regards and typically treated as a Common Expense when part of a comprehensive maintenance project, but in some cases per the terms of the Bylaws, the costs thereof may be specially assessed for out-of-cycle not immediately necessary repairs or replacements.	Routine maintenance, including clearing, cleaning and maintaining clean, sanitary condition.
Exterior Lighting	All in all regards for those systems and components which serve more than one Unit and the related costs are Common Expenses. If related systems serve one Unit but is located outside the Unit, it shall be the Association's obligation to repair and replace, but the unit owner served shall be responsible	Routine maintenance, such as cleaning and replacing light bulbs of system and related components which is located within and serves only that Unit. Routine maintenance of system and related components if system and related components is located outside the Unit served.

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	for routine maintenance and the costs of any repair or replacement may be assessed against the benefitted Unit Owner(s) as a Limited Common Expense.	
Landscaping	Yard areas maintained by Association, including mulching, trees, shrubs and turf, excepting planting replacements that are necessitated by the failure of the Unit Owner to irrigate. Generally, such maintenance shall be a Common Expense.	Irrigation of Limited Common Element yard area that serves that Unit. Any planting that necessitates replacement due to failure to irrigate shall be the financial obligation of the Unit Owner.

- The costs allocation associated with fulfilling the above-referenced obligations is based upon the provisions of the Bylaws. While the party performing the work typically pays for the costs thereof, in certain circumstances the Association may levy the costs of the maintenance, repair or replacement against a specific Unit, as a special assessment/Limited Common Expenses. A Unit Owner is obligated to pay for or cause the performance of repairs or replacements to any item, Units, Common Element or Limited Common Element, rendered necessary due to a Unit Owner's act, neglect or carelessness (or that of the related tenant, family member, or guest of the Unit Owner). Further, those expenses which solely benefit or are caused by a Unit/Unit Owner (or the related tenant, family member or guest of the Unit Owner) may be specially assessed against the responsible Unit Owner/Unit, pursuant to Article V, Section 5.1(C)(2) of the Bylaws. The insurance policies which the Association is required to maintain, may cover certain damages for covered perils (e.g., fire damage).
- Unit Owner's may from time to time, with approval of the Association, replace a component for which the Association has a general obligation to maintain and repair under the terms of the Bylaws. In such event, the Board may condition the approval upon the Unit Owner's on-going obligation to maintain and repair that component, at his or her sole expense, if the replacement poses an additional cost due to an alteration or improvement to original design.

- Unit Owners are strongly encouraged to maintain individual insurance to help protect their property and any individual liability the Owner may face due to the acts or omissions of the Owner and his or her family members, tenants, guests and invitees.