

THE CROSSING CONDOMINIUM UNIT OWNERS ASSOCIATION

POLICY RESOLUTION NO. \_\_\_\_\_

PERIODIC INSPECTION AND MAINTENANCE OF WATER HEATERS, DRYER VENTS AND HEATING/COOLING SYSTEMS

WHEREAS, Section 55-79.53 of the Virginia Condominium Act (the "Act") and Article X, Section 1 of the Association's Bylaws require that each Unit Owner comply with the Act, and the condominium instruments (including the Declaration and Bylaws) and rules and regulations of the Association, as may be amended from time to time;

WHEREAS, Article III, Section 2 of the Bylaws provides that the Association's Board of Directors (the "Board") has the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things that are not directed by the Condominium Act, the Declaration or Bylaws to be exercised and done by the Association, including the right to adopt and enforce the Association's rules and regulations; and

WHEREAS, Article VI, Section 5(b) of the Bylaws provides that "each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair" and "shall perform the normal maintenance for . . . Limited Common Elements [exclusively serving the Unit], including, without limitation, keeping it in a clean, safe and sanitary condition;"

WHEREAS, the Board of Directors has determined that the failure of Unit Owners to regularly and properly inspect and maintain their Unit's dryer vent, water heater, heating/cooling system can pose a hazard to the Association and the Condominium's Unit Owners and residents, and more specifically, such failure to inspect and maintain the water heater and heating/collection system and related condensate lines can also increase the frequency of, or potential for, water damage to the Units and common elements;

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors adopts, as part of the Association's rules and regulations, the following policy regarding each Unit Owner's responsibility to periodically inspect and maintain the dryer vent, water heater, heating/cooling system and related condensate lines serving that Owner's Unit:

- A. Annual Inspection and Maintenance. Each Unit Owner must on annual basis, at his/her own expense, have the dryer vent, water heater, heating/cooling system and related condensate lines serving that Owner's Unit *professionally* inspected and cleaned, repaired and/or replaced ("Upkeep") as follows and as recommended based on that inspection:
  1. Dryer vent, water heater and heating system: inspected and cleaned, repaired and/or replaced (as applicable) no less than once each calendar year, with the first inspection conducted and required Upkeep completed after the summer season and by no later than November 1, 2015, and by November 1st of each calendar year thereafter.

- 76
- a. For water heaters, the inspection must include, for example, the tank, shut-off valve, connectors, any condensate/discharge line, and any other components for which the contractor recommends inspecting.
  - b. For heating systems, the inspection must include, for example, coils, fans, condensate line/pan, and any other components for which the contractor recommends inspecting.
  - c. For dryer vents, the annual maintenance must include, at a minimum, removal of all accumulated lint within the vent.
2. Cooling system (air conditioning - A/C): inspected and cleaned, repaired and/or replaced (as applicable) no less than once each calendar year, with the first inspection conducted and required Upkeep completed after the winter season and by no later than May 1, 2015, and by May 1st of each calendar year thereafter.
- a. For A/C's condensate line, the annual maintenance must include, at a minimum, the following maintenance or, if different, as otherwise recommended by the contractor:
    - (1) Unscrew condensate line cap;
    - (2) Pour 1 quart of bleach down the condensate line;
    - (3) Pour 1 gallon of water down your condensate line; and
    - (4) Screw the condensate line cap back on.
3. Mandatory Use of Contractor. All of the above mandatory annual inspections and required Upkeep must be conducted by an insured contractor licensed/certified in the applicable trade by the Commonwealth of Virginia. From time to time, the Association may be able to negotiate discounted rates with certain contractors, who agree to offer the discounted rates to Unit Owners who choose to use their services. However, in no event shall the Association be responsible in any way for the work performed by such contractor. It remains solely each Unit Owner's responsibility to exercise their own due diligence in selecting and supervising a contractor of their own choosing.
4. Reminder of Continuing Obligations. In addition to the above-mandated annual inspections and Upkeep, each Unit Owner is under a continuing duty under the Bylaws to properly and timely carry out all other maintenance, repair and replacement of components falling within each Unit Owner's responsibility as specified in the Bylaws.

B. Submission of Compliance Documentation. The Unit Owner must provide to the Association's management agent ("Management Agent") the following:

1. Within 15 days after completion of each above-required annual inspection ("Annual Inspection"), a copy of the itemized contractor's invoice or other written statement from the Owner's licensed/certified contractor(s) confirming:
  - a. That the Annual Inspection of each applicable component/apparatus has been performed, as well as the minimum-required maintenance (e.g., dryer vent lint removed);
  - b. The date on which the Annual Inspection was performed; and
  - c. What problems/issues were found that needed cleaning, repairing or replacing ("Upkeep Deficiencies") and which of those Deficiencies, if any, have been

77

corrected/fixe

2. Within 15 days after any remaining noted Deficiencies are corrected, a copy of the itemized invoice or other written statement from the Owner's licensed/certified contractor(s) indicating which of the Deficiencies identified during the most recent Annual Inspection have been fully corrected/fixe

\*As a reminder, the inspections and related required Upkeep (including correction of noted Deficiencies) must all be scheduled by the Unit Owner and completed by a professional licensed/certified contractor by no later than the applicable deadline specified in Section A above.

- C. Failure to Comply / Enforcement. If a Unit Owner fails to timely carry out these inspections and required Upkeep (including fixing the noted Deficiencies), fails to timely provide the written documentation that meets the requirements specified in Section B above, or fails to timely comply with any other requirements contained in the above provisions, the Board of Directors reserves the right to take additional action to enforce these rules, including, but not limited to, any one or more of the following actions:

1. Warning/Opportunity to Cure. The Management Agent shall send the Unit Owner written notice to comply within 14 days (or other reasonable timeframe in the discretion of the Board or the Management Agent). Such notice may advise the Unit Owner that (1) the Declaration and Bylaws provide the Association the right (but not the obligation) to enter the Unit for the purpose of conducting inspections, correcting any condition originating in the Unit and threatening another Unit or the common elements, or correcting any condition that violates the provisions of the Declaration, the Bylaws or the Rules and Regulations; and (2) that any such work will be at the Unit Owner's expense (per Bylaws, Article X, Sections 1(b) and (h)). In addition, the notice may include language warning of the possible imposition of violation charges and the opportunity for a hearing in front of the Board.
2. Unit Entry. In the event that a Unit Owner fails to comply after written notice, the Management Agent (when authorized by the Board) may give the Unit Owner notice of the Association's intent to exercise its right to enter the Unit on a specified date(s) to undertake necessary inspections and/or Upkeep at the Owner's expense.
3. Liability for Damages. Pursuant to Article VI, Section 5(b)(1), and Article X, Sections 1(b) and (h), of the Bylaws, each Unit Owner shall be held responsible for all damage to any and all other Units or to the Common Elements resulting from such Unit Owner's failure to properly and promptly make required repairs, and for all maintenance, repair and replacement expenses rendered necessary by the Unit Owner's failure to abide by the above annual inspection or Upkeep requirements (to the extent not covered by proceeds of the Association's master insurance policy, including costs falling below the insurance deductible).
4. Violation Charges. Pursuant to Section 55-79.80:2 of the Condominium Act and Article X, Section 1(i) of the Bylaws, and after providing notice, an opportunity to

28

cure and an opportunity for a hearing in front of the Board of Directors (in accordance with any Board-adopted enforcement procedures), the Board may assess violation charges of up to \$50 for each single violation or up to \$10 per day, for a maximum of 90 days, for violations of a continuing nature.

Non-Exclusive Remedies. The remedies set forth above are not the Association's exclusive remedies for violations of these rules and regulations, but rather are in addition to any other remedies available to the Association as provided by law or the condominium instruments.

Resolution's Effective Date: 1/1/16, 20 16

A handwritten signature in black ink, appearing to be "J. H. [unclear]", written over a horizontal line.

9

THE CROSSING CONDOMINIUM UNIT OWNERS ASSOCIATION

RESOLUTION ACTION RECORD

Resolution Type: Policy No. \_\_\_\_

Pertaining to: Periodic Inspection & Maintenance of Water Heaters, Dryer Vents & Heating/Cooling Systems

Duly adopted by the Board of Directors of the Association on Oct. 19, 2015.

Motion by: Linda Buczek

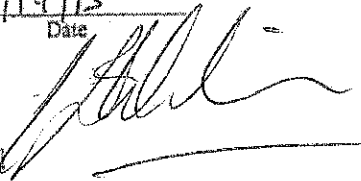
Seconded by: Lynnda Rozell

NAME	TITLE	YES	NO	ABSTAIN	ABSENT
<u>CHRISTOPHER WILES</u>	Director	<u>X</u>			
<u>JERRY WALDMAN</u>	Director	<u>X</u>			
<u>Waldman</u>	Director	<u>X</u>			
	Director				
	Director				

ATTEST: Lynnda Rozell  
Secretary

10/19/15  
Date

Resolution effective date: 1/1/2016



CERTIFICATE OF MAILING

I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, a copy of the above-referenced Resolution was mailed (by first-class U.S. mail) to all Unit Owners as reflected in the Association's books and records, and was posted \_\_\_\_\_.

\_\_\_\_\_  
Management Agent