

**UNIT OWNERS ASSOCIATION OF
WATER'S EDGE, A CONDOMINIUM**

**REVISED POLICY RESOLUTION NO. 2016-01
(Relating to Preventative Maintenance of Unit Equipment, Decks and Patios)**

WHEREAS, Article III, Section 5 of the Bylaws for the Unit Owners Association of Water's Edge, A Condominium ("Bylaws") states that the "Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by the Condominium Act, the Declaration or these Bylaws directed to be done by the Unit Owner's Association;" and

WHEREAS, Article III, Section 5(f) of the Bylaws empowers the Board of Directors to make and amend Rules and Regulations respecting the use and enjoyment of the Condominium in accordance with the provisions of the Bylaws; and

WHEREAS, Article VI, Section 1(b) of the Bylaws provides, in part, that each Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of his or her Unit and all parts thereof; and further provides that each Unit Owner shall perform normal maintenance to any Limited Common Element appurtenant to such Unit Owner's Unit and any portion of the General Common Elements which such Owner has the right to utilize exclusively or in conjunction with less than all of the other Unit Owners (including, without limitation, seasonal draining and winterization of hose bibb(s) and shall keep such Limited Common Elements or portion of the General Common Elements in a clean, safe and sanitary condition, free and clear of snow, ice and any accumulation of water and debris; and

WHEREAS, Article VI, Section 2 of the Bylaws states, in part, that "By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his or her Unit, as provided by Section 79.79 (a) of the Condominium Act, to the Board of Directors or the Managing Agent, their respective agents and employees, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including, without limitation, making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of the Declaration, these Bylaws, the Rules and Regulations or any Mortgage covering any Condominium Unit, provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner;" and

WHEREAS, Article 5 of the Declaration of Water's Edge, A Condominium ("Declaration") defines a Unit to include any portion of the heating and cooling system serving only one (1) Unit even if located outside the Unit, as well as any chutes, flues, ducts, conduits and wires serving only one (1) Unit even if located partially within and partially outside of said Unit, as well as any plumbing facilities and appliances located within the Unit boundaries; and

WHEREAS, Article 5 of the Declaration provides that the Limited Common Elements include, without limitation, the patios, decks or yards adjacent to Units (which are reserved for the exclusive use of the Units to which each is adjacent), the front entrance landing and access steps serving townhouse Units, the fireplace chimney and flue serving flat Units, and any dead attic space appurtenant to a Unit, all as more fully shown on the Plat and the Building Plans; and

WHEREAS, the Chart of Maintenance Responsibility appended to the Declaration as **Exhibit B** provides that Unit Owners are responsible for the maintenance and repair of the heating and cooling systems serving their Units, the plumbing and related systems and components thereof serving their Units, including fixtures and appliances attached thereto, and electrical and related systems and components thereof, including fixtures, serving their Units; and,

WHEREAS, Article VI, Section 1(b)(2) of the Bylaws provides that Unit Owners are responsible for normal maintenance of any Limited Common Element appurtenant to such Unit Owner's Unit, and are obligated to keep such Limited Common Elements in a clean, safe and sanitary condition, free and clear of snow, ice and any accumulation of water and debris; and

WHEREAS, the Board of Directors has determined that failure by a Unit Owner to periodically maintain and repair the fireplace chimneys and dryer vents could pose a potential hazard; and

WHEREAS, the Board of Directors has determined that failure to regularly power wash and seal the decks and patios significantly reduces their useful life; and

WHEREAS, based on maintenance recommendations, the Board of Directors has determined that it is in the best interest of the Association, individual Unit Owners, and residents to adopt a rule specifying that it is each Unit Owner's responsibility to properly maintain his or her Unit Equipment, including, but not limited to, the requirement that such equipment be inspected bi-annually, and to provide proof of such inspection to the Managing Agent and/or the Board; and

WHEREAS, further based on maintenance recommendations, the Board of Directors has determined that it is in the best interest of the Association, individual Unit Owners, and residents to adopt a rule specifying that it is each Unit Owner's responsibility to properly maintain his or her deck and/or patio by power washing and sealing the deck or patio annually; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts the following policy:

I. UNIT EQUIPMENT MAINTENANCE

A. Equipment Inspection. Unit Owners must have fireplace chimneys and dryer vents inspected every two years. The Board requires that such inspections be performed by a professional chimney inspection and cleaning contractor for the fireplace chimneys ("Chimney Company"), and air duct contractor for the dryer vents ("Air Duct Company").

B. Deck/Patio Maintenance. Annually, each Unit Owner shall have the Limited Common Element deck or patio appurtenant to his or her Unit power washed and sealed as part of the normal maintenance of such Limited Common Element.

C. Reminder Notice. In advance of each annual deadline, the Board, through its Managing Agent, shall send a reminder notice to the Unit Owners of their inspection and maintenance obligations and shall identify Chimney Companies, and Air Duct Companies that perform the service. In no event shall the Association be liable or responsible for any damage or injury to persons or property caused by a Chimney Company or Air Duct Company listed as a courtesy for the convenience of the Unit Owners. Failure of the Association to issue a reminder notice as set forth herein shall not relieve the Unit Owner of his or her obligations to comply with the provisions of paragraphs I (A) and I (B) above.

D. Inspection, Report, and Corrective Action. The Chimney Company or Air Duct Company shall inspect Unit Equipment and shall provide an inspection report to the Unit Owner stating the date and time of the inspection, and shall list any and all deficiencies and/or needed repairs for the Unit Equipment. A copy of such inspection report shall be provided to the Managing Agent along with the Unit Owner's Proof of Compliance (see Article II below). If deficiencies or repairs are noted in the report, the Unit Owner must make all necessary repairs within fifteen (15) days of the date of the inspection report, unless more immediate action is noted in said report.

E. Maintenance Inspection. After the annual deadline for deck/patio maintenance, the Association and/or its Managing Agent shall conduct an inspection of all Limited Common Element patios and decks to determine whether the Unit Owner has completed the required annual maintenance. The Association and/or its Managing Agent shall notify those Unit Owners with maintenance deficiencies and they shall be given fifteen (15) days to complete the required maintenance.

II. PROOF OF COMPLIANCE

Unit Owners must demonstrate compliance with this policy by submitting a copy of a paid receipt from a Chimney Company or Air Duct Company. The paid receipt must clearly demonstrate that the Chimney Company or Air Duct Company comprehensively inspected and/or tested the Unit Equipment, patio and/or deck.

III. UNIT OWNER LIABILITY

At all times the Unit Owner shall be liable or responsible for any damage or injury to persons or property caused by any Unit Equipment, patio, and/or deck, which is required to be maintained in accordance with this Resolution. Additionally, the Unit Owner shall be liable or responsible for any damage or injury to persons or property caused by the Chimney Company or Air Duct Company hired by the Unit Owner to inspect the Unit Equipment, or for any work done by the Unit Owner.

IV. ENFORCEMENT

If a Unit Owner fails to meet the foregoing obligations, the Association may, upon proper notice and pursuant to Article VI, Section 2 of the Bylaws, hire a contractor to enter his or her Unit, patio, and/or deck to perform the necessary work described above. The Owner(s) of said Unit shall reimburse the Association, in accordance with Article VI, Section 1(b) of the Bylaws and the Chart of Maintenance Responsibility appended to the Declaration as **Exhibit B**, for the cost of the maintenance work, not later than thirty (30) days after written notice from the Association.

V. REMEDIES

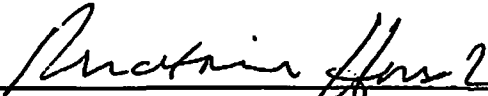
A Unit Owner shall be considered negligent and careless, and responsible for all damages not covered by insurance in the event such Unit Owner fails to comply with the requirements of these rules and regulations. In accordance with Article VI of the Bylaws, a Unit Owner's failure to pay the costs associated with any maintenance work described above shall result in the costs being assessed to such Unit Owner's Unit. Furthermore, any assessed costs shall become due and payable and a continuing obligation of said Unit Owner in all respects as set forth in Article V of the Bylaws. In addition, the Association reserves all other rights and remedies available to it under the Declaration, the Bylaws and Virginia law.

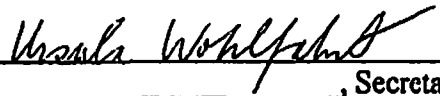
This Resolution amends and supersedes any prior resolution related to preventative maintenance of unit equipment.

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EFFECTIVE this 20 day of October, 2016.

**UNIT OWNERS ASSOCIATION OF WATER'S
EDGE, A CONDOMINIUM**

By: 
Patricia Anne Houston, President

By: 
_____, Secretary

RESOLUTION ACTION RECORD

POLICY RESOLUTION NO.: 2016-01

PERTAINING TO: PREVENTATIVE MAINTENANCE

DULY ADOPTED AT A REGULAR MEETING OF THE BOARD OF DIRECTORS, HELD ON October 20, 2016.

MOTION BY: FAT SANDUN SECONDED BY: Patricia Houston

APPROVAL:

YES	NO	ABSTAIN	OFFICER
✓			PRESIDENT <i>Monsieur</i>
✓			VICE PRESIDENT <i>[Signature]</i>
✓			TREASURER <i>Peter Anderson</i>
			MEMBER AT LARGE
✓			SECRETARY <i>Ursula Wohlfahrt</i>

ATTEST:

Ursula Wohlfahrt
SECRETARY

10/20/2016
DATE