

KENDALL OVERLOOK II CONDOMINIUM

Maintenance Policy and Plan

Policy

To set forth a plan consistent with the Kendall II Bylaws and Declaration that describes how maintenance and repair will be effected on all common property and land in the most cost effective manner to the betterment of all residents.

Consistent with the Kendall II Bylaws and Declaration, identify the real elements of our building structures and common elements that are the responsibility of the Council for repair and improvement.

To ensure there is sufficient repair and maintenance funding included in the annual budget to perform necessary repairs as required and to execute preplanned maintenance.

To ensure the Council responds timely to resident requests for repairs to their units and common elements resulting from defects existing on common property.

To ensure that residents are compliant with the maintenance and repair responsibilities assigned to each unit owner by the Kendall II Bylaws and Declaration.

Definition of Responsibilities

As defined in the Kendall II Bylaws and Declaration, the following items of maintenance, repair and replacement shall be performed by the Council and such maintenance, repair and replacement shall be an item of common expense:

A. All maintenance, repair and replacement of the general common elements (roads, street lighting, curbs and gutter, water and sewer facilities located in the General Common Elements) as well as roofs, lead walks and exterior walls (including exterior surfaces such as siding and brick) for and of each Unit, including structural repairs and replacements.

B. The removal of snow and ice from the common elements including roads and sidewalks, and from driveways, front lead walks and stoops.

C. All landscaping and maintenance of lawns in the common elements and the cutting of lawns only in the yards, provided, however, a Unit Owner shall be solely responsible for any landscaping, flower beds and the like installed by such Unit Owner on his or her yard adjacent to his or her Unit which shall be properly maintained by such Unit Owner.

D. The painting, where applicable, of the exterior surfaces of all doors and door trims, windows and window frames.

As defined in the Kendall II Bylaws and Declaration, the following items of maintenance, repair and replacement shall be performed by the residents and such maintenance, repair and replacement shall not be the responsibility of the Council or an item of common expense:

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A. Any heating and air conditioning systems, hot water heaters, smoke detectors, fixtures, equipment and appliances and all chutes, flues, ducts, conduits, wires, pipes or other apparatus installed or contained within the Unit or located in the limited common elements.

Additionally, to prevent freezing of any water in any pipe, plumbing fixture or other facility in the Condominium, and to minimize the heating costs of any adjacent Units and Common Elements, each Unit Owner, at his own expense, shall maintain the temperature inside his Unit at not less than sixty-two degrees (62°) Fahrenheit throughout each calendar year.

Furthermore, each resident must shut off any water main serving their unit if the resident will not be residing in the unit for more than five (5) consecutive days.

B. All windows, storm windows, screens and the exterior door, storm door and exterior door and window frames including any sliding glass doors and the seals or glazing thereof (and further provided, any replacements of windows and doors may only be replaced with similar materials);

C. The washing of all exterior windows and the replacement of all glass;

D. Fireplaces, including the inspection and cleaning of all fireplaces and fireplace flues at least once annually;

E. All chutes, flues, ducts, conduits, wires, water pipes, sewer pipes, sprinkler pipes and condensate lines or other apparatus whether or not installed or contained within the unit, but serving only that one unit, including the inspection, cleaning or flushing of all such items at least once annually;

F. The repair and replacement of decks, balconies and patios, and the replacement of stoops and driveways; and

G. Any alteration or modification to a unit or to the limited common elements adjacent thereto unless such responsibility is expressly assumed by the Council in the architectural approval of same.

Each Owner shall perform such maintenance, repairs and replacements in such manner and at such hours as to not unreasonably disturb any other resident.

Not defined by the Kendall II Bylaws and Declaration are the following items and/or conditions that may represent a problem that could directly impact one or more units but be the result of a maintenance/repair item that is external to one or more units.

These items and/or conditions have not been specifically addressed in the Bylaws or Declaration but can cause unit damage nonetheless and would require repair or maintenance action to resolve.

If it has been determined that damage resulted from any of the following defects or conditions, the Council shall repair the problem on the affected common elements and the resulting structural damage within the unit.

Should a defect or problem result from a resident fault outside or inside any one unit, thereby affecting that and/or other units, the unit owner where the problem initially occurred shall be responsible for the damage expenses required to repair all units.

A. Water leakage into a unit from an improper downspout placement or other water source(s) external to a unit

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shall be the responsibility of the Council to repair unless it was placed there by a unit owner/resident, whereby it shall be the responsibility of that unit owner. Repair of the defect to the structure inside the unit resulting from water leakage not caused by the unit owner shall be the responsibility of the Council.

B. Damages to common elements, such as buildings and building structure, windows and doors, resulting from natural causes shall be borne by the Council to repair and correct. Damages within a unit resulting from natural causes shall be repaired and corrected by the unit owner as defined above.

C. Damages to common elements resulting from careless and improper activity by a unit owner or their representative shall be borne by the unit owner to repair and correct.

D. Damages not described herein shall be submitted to the Board via the Management agent. The Board shall review and issue a repair decision, and if required, issue an update to the Maintenance Policy and Plan. All updates shall be submitted to the Council for comment.

Procedure

All repair requests submitted by a resident shall adhere to the following procedure:

A. Requests that are the responsibility of the Council shall be submitted via this procedure.

B. Requests that are the responsibility of another resident affecting your unit shall be submitted via this procedure.

C. Repairs that are the resident's responsibility shall not be submitted for action, but should be submitted for information purposes only.

D. Repairs submitted for action shall be submitted to the Management agent who will review and investigate the problem. If appropriate, the agent will initiate repair within two weeks unless the cost of repair exceeds \$500.00. Repair costs in excess of \$500.00 shall be submitted with all descriptive and supportive information to the Board for review. The Board shall provide a response within one week of receipt. When a repair is considered an emergency and immediate action is required, the Management agent is directed to take action to mitigate damage without Board approval. Management shall promptly notify Board of details of such emergency action taken.

E. Residents should send in writing via email (service@metropolitanmgmt.com) any maintenance requests and information advisories.

F. The Management agent shall maintain a complete and current file of all repair requests for review by the Board by way of work order reports included in the management report.

G. The Management agent shall submit a monthly progress report via email to all Board members indicating open and completed repair actions.