

REPAIR, REPLACEMENT & INSTALLATION: Attachments to Building Exteriors

Policy:

An item may only be attached to the exterior of a building with the prior written approval of the Association. The Association may require that the item be attached by the Association or by a contractor selected by the Association. All expenses related to attaching the item will be charged to the unit owner making the request to install the item.

Violations:

If an item is attached to the exterior of a building without the Association's approval, the Association may require that the item be reattached in a manner acceptable to it, or the Association may remove the item without notice and return it to the unit to the exterior of which, or in the vicinity of which, the item was attached. Any expenses incurred by the Association in order to properly re-attach the item or to remove the item and make any necessary repairs will be charged to the unit owner. The Board of Directors may impose a fine at its discretion.

REPAIR, REPLACEMENT & INSTALLATION: Electrical -- Damage to Main Electrical Panel

If there is damage to the main electrical panel for a building, and if the damage appears to have been caused by work done in a unit of a building, the Association shall retain the services of a forensic electrical engineer to determine the actual cause of the damage. If it is determined that the damage was caused by work done in a unit of the building, the owner of that unit shall be assessed the full cost of repairing the damage plus the cost of investigating the cause of the damage including the fees and expenses of the forensic electrical engineer.

REPAIR, REPLACEMENT & INSTALLATION: Exterior Cabling (Prohibited)

Policy:

There shall be no cabling on the exterior of the buildings other than that cabling specifically authorized in writing by the Association to be installed by Comcast or the satellite dish installer of a unit owner. In particular, a unit owner or their contractor shall not run cable on the exterior of the building in order to bring service from the cable feed into their unit to another part of their unit.

Violations:

Cabling installed in violation of this policy may be removed by the Association without notice, and the costs of removal and exterior repairs assessed to the unit owner. The Board of Directors may impose a fine at its discretion.

REPAIR, REPLACEMENT, INSTALLATION: Floor Repairs by Association

Policy:

For any first-floor unit, the Association will, at no cost to the owner, seal all cracks, gaps and holes at the base of the exterior wall of the unit and spray for insects, especially ants.

For any second-floor unit, the Association will, at no cost to the owner, repair any failed areas in the sub-flooring of the unit, and then screw down all of the sub-flooring.

However, the Association can only do the above work when the floor coverings of a unit are removed. Accordingly, when a unit owner decides to replace floor coverings in their unit, the owner must give the Association reasonable advance notice as to when the floor coverings will be removed, allow the Association a reasonable time frame in which to do the work, and cooperate with the Association in completing the work.

REPAIR, REPLACEMENT & INSTALLATION: Garages

Policy:

Association responsibilities: Repair or replacement of wood framing and sheathing, roof deck and shingles, soffits and fascia, exterior siding and trim, and interior stall partitions, except for damage. Repair or replacement of electrical wiring, except for damage.

Association responsibilities (with costs assessed to Owner): Repair or replacement of floor slab (limited common element). Repair or replacement of garage door, garage door hardware including lock, garage door facing boards, and any cladding of facing boards.

Owner responsibilities: Repair or replacement of any part of the garage due to damage. Repair or replacement of garage door opener (installation only through Association). Repair or replacement of any items installed in a garage stall by an owner.

Damage: Damage is defined as any condition which requires the repair or replacement of a building component, the normal wearing out of the component excepted.

REPAIR, REPLACEMENT & INSTALLATION: Laundry -- In-Unit Laundry Equipment – PROHIBITED except for First-Floor Installations Specifically Approved by the Association

Policy:

1. **Second-Floor Units.** No in-unit laundry equipment will be permitted in second-floor units.
2. **First-Floor Units.** Laundry equipment is only permitted with specific Association approval. Association approval will only be granted on a case-by-case basis.
3. **Type of Equipment.** The only type of equipment that will be approved is a stacked combination washer-dryer. Only electric dryers will be approved.
4. **Location of Equipment.** The washer-dryer may only be installed in the hall closet on the other side of the wall from the bathroom.

5. **Required Plumbing and Electrical Work.** Hot and cold water faucets must be plumbed in for the washer, and a standpipe drain must be plumbed into the drain line in accordance with Association requirements. All plumbing work must be done by a licensed plumber. A separate electrical circuit must be installed for the washer-dryer by a licensed electrician.
6. **Venting of Dryer.** The dryer must be vented to the out-of-doors in a manner approved by the Association. The installation of the dryer vent must not require that any ceiling joist be altered in anyway.
7. **Acoustical Pad.** The washer-dryer must be installed on an acoustical pad approved by the Association.
8. **Written Agreement with Association.** Before the member may proceed with the installation of the washer-dryer, the member must sign an agreement prepared by the Association:
 - a. Accepting liability for any damage done by the machine and agreeing to hold the Association harmless from any claims made because of the washer-dryer.
 - b. Agreeing to Provide the Association with a certificate of insurance indicating that the member has at least \$100,000 of liability insurance covering the member's unit and that the Association will receive at least thirty (30) day notice if the policy providing the liability insurance coverage is ever not renewed or canceled.
 - c. Agreeing to have a qualified third party approved by the Association clean the standpipe drain at least once every three months to remove soap scum.
 - d. Agreeing to have a qualified third party approved by the Association clean the dryer vent at least once every 24 months and check the washer water lines for possible replacement.
 - e. Agreeing to provide to the Association documentation acceptable to the Association that c. and d. have been done.
9. **Inspection by Association.** After the washer-dryer has been installed, the Association will inspect it to ensure that the installation meets the above requirements.
10. **Hours of Operation.** Monday through Friday, the washer-dryer may only be used between the hours of 8:00 A.M. and 9:00 P.M. On Saturday and Sunday, the washer-dryer may only be used between Noon and 9:00 P.M.

Violations:

If the Association finds that an owner has installed laundry equipment in their unit without Association approval, the Association will give the owner twenty (20) days to permanently remove the equipment. If the owner fails to permanently remove the equipment within the twenty (20) days, the Board will assess a fine against the unit owner. The fine will be determined on a case-by-case basis.

Comments:

1. The Association will not allow laundry equipment in second-floor units because of structural issues and issues with the sanitary drain system.

2. Because variation in the structure of the buildings at Meadow Creek, the Association will not approve the installation of laundry equipment in all first-floor units.

REPAIR, REPLACEMENT & INSTALLATION: Lights -- Installation of Canister Light Fixtures in Ceilings of Units

If canister lights have been installed, the unit owner will be required to remove them and restore the ceiling of the unit.

REPAIR, REPLACEMENT, INSTALLATION: Repairs and Replacements

The policy which outlines the division of responsibility between the Association and individual owners for repairs and replacements is included as an exhibit at the front of this booklet.

REPAIR, REPLACEMENT & INSTALLATION: Thermostats -- Installation of Unit Wall Thermostats

A unit owner is allowed to replace the in-line heat control in the owner's unit with a wall thermostat. The unit owner must use the contractor approved by the Association for such work and must pay for the full cost of the work prior to installation.

REPAIR, REPLACEMENT & INSTALLATION: Window & Patio Doors -- Patio Door Glass (fogged)

Fogged patio door glass must be promptly replaced. After notice from the Association, the unit owner will have thirty (30) days within which to replace the glass. If the glass has not been replaced within thirty (30) days after notice from the Association, the unit owner will be assessed a fine of \$15 per week until the glass is replaced.

REPAIR, REPLACEMENT, INSTALLATION: Replacement of Unit Front Doors, Patio Doors, and Windows

Policy:

As per the Association Repair and Replacement Guidelines, the cost of any front door, patio door, or window replacement is the responsibility of the unit owner. However, any new front door, patio door, or window must meet all to the Association's standards for door and window replacement.

Violations:

If a front door, patio door, or window is replaced by a unit owner, and the replacement does not meet all of the Association's standards, the Association, in its sole discretion, will require that the door or window be modified or replaced. If the modification or replacement is not made within the

period of time set by the Association, a fine will be levied against the owner and the owner's unit. The fine will be set by the Board of Directors on a case-by-case basis.

Comments:

1. A copy of the Association's standards can be obtained by contact the Association office.
2. The Association sponsors an annual program for purchasing and installing patio doors and window sash. By purchasing doors and windows on a bulk basis, the Association is able to obtain a better price for unit owners.
3. The Association can provide a unit owner with referrals for the replacement of their front door.

REPAIR, REPLACEMENT & INSTALLATION: Windows & Patio Doors -- Maintenance of Window Sash & Frames

The Association will no longer re-glaze or re-paint the exterior of unit window sash. If the exterior condition of a unit window sash is no longer acceptable to a unit owner, the owner's option is to replace the window sash, either on their own in accordance with the Association policy which sets standards for replacement windows, or through the Association's annual group purchasing program for patio doors and window sash.

SALES & RENTAL: Contract for Deed Sales

Policy:

The following will apply to all unit sales by Association members where a contract for deed is used:

1. When a unit is sold on a contract for deed (CD), a copy of the CD must be filed with the Association Office.
2. If the CD is not filed with the Association, and the purchaser of the unit does not pay their Association dues, the Association will sue either the seller or the purchaser, or both, for the unpaid dues, at the sole discretion of the Association.
3. If the CD is filed with the Association, and the purchaser of the unit becomes two months or more in arrears on their Association dues, the Association will make demand on the seller, asking that either the dues be brought current or that the CD be cancelled.
4. If within 30 days after demand by the Association, neither the dues are brought current nor the CD cancelled, the Association will sue either the seller or the purchaser, or both, for the unpaid dues, at the sole discretion of the Association.
5. If within 30 days, the seller provides evidence that he or she has started the process of canceling the CD, and then if the seller proceeds to promptly complete the cancellation process and re-take possession of the unit, the Association will not hold the seller personally liable for any dues which are not paid for the period during which the purchaser was in possession of the unit.

6. Regardless of whether or not the CD is filed with the Association, and regardless of whether or not the seller promptly cancels the CD when notified by the Association that dues are not being paid, the Association reserves the right to foreclose the lien of its unpaid dues on the unit.

7. Given the terms of this policy, the Board strongly suggests that any contract for deed sale provide, in part, that the purchaser pay the Association dues to the seller and that the seller pay the dues to the Association. In this way, the seller can be assured that the dues are being paid and that he or she will, under no circumstances, be subsequently required to pay them.