

Victoria Hills I Condominium Association
Administration Resolution 2011-01

Repair and Maintenance

WHEREAS the condominium has a declaration, bylaws and rules and regulations, and;

WHEREAS, the Board of Directors of Victoria Hills I Condominium Association has reviewed the matter of the repair and maintenance duties, and;

WHEREAS, the Board of Directors wants to document and clarify the maintenance responsibility of Unit Owners;

WHEREAS, Article IV, Repair and Maintenance, Section 1, states: "Repair and Maintenance Duties of Association. The Association shall maintain, repair and make necessary improvements to and pay for out of the maintenance fund to be provided, all common areas and the building thereon; all corrective architectural, landscaping and repair work within residences, if the unit owner fails to repair the areas subject to his control and duty to maintain all metered utilities in common areas; all parking areas, ramps, walks and other means of ingress and egress within the Project. To the extent not assessed to or paid by the unit owners, the Association shall pay all road and personal property taxes and assessments levied upon any portion of the common areas or limited common areas. It shall further be the affirmative duty of the Association to require strict compliance with all provisions of this declaration and to inspect the Property for any violations thereof.";

WHEREAS, Article IV, Repair and Maintenance, Section 6, states: "Repair and Maintenance by Unit Owner. Each unit owner shall maintain, repair, replace and restore all portions of his residence, including the interior walls, ceilings, windows, floors, doors, and permanent fixtures and limited common areas subject to his exclusive control, in a clean, sanitary and attractive condition, subject to control and approval of the board.";

WHEREAS, there is a Maintenance Items form in the House Rules section, see attached copy;

It is hereby resolved that the above: Article IV, Section 1, Article IV, Section 6 and the Maintenance Items Form (attached copy), shall include all the above information, included information, that if an owner's unit leaks from their unit to a common area, limited common area or to another unit or units, causing any damage, that owner will be responsible for any and all damages. This can include but not limited to such items as: dishwasher, washing machine, toilet, wax ring, sinks, hot water heater, furnace/boiler unit, shower, tub, tub/shower fixtures, seals, pipes inside the unit, water shut off's inside the unit, bathroom tiles, grout in shower/tub area, etc. This can include if the electric and or gas get shut off to the unit causing a freeze up, burst pipes (meaning pipes inside the unit or from the hot water heater, furnace/boiler, etc.), if an owner has work done by any plumbing company and they cut out heat runs and don't replace them as to the building being built originally. This also can include whether an owner, tenant, guest, invitees, etc. (as a unit owner is responsible for his tenants, guests, invitees, etc. actions) causes damage either accidentally, by neglect or on purpose. This can also include if an owner accidentally, by neglect or on purpose cause a fire to a unit, units or to the building in any manner. The repair and maintenance duties of Unit Owners shall include the responsibility for repairing all interior surface cracks to the walls, floors, and ceilings of their units, and the Association will no longer assume this maintenance responsibility on behalf of an individual unit owner. This responsibility of the unit owners is for interior repairs only, and does not

extend to the responsibility for the repair of any common area structural defects or common area damage not caused by a unit owner.

Dated this 20 day of June 2011, at Anchorage, Alaska.



President

Secretary

An easy, rule of thumb is: IF YOUR ITEMS OF RESPONSIBILITY CAUSE DAMAGE TO ANY OTHER UNITS OR COMMON PROPERTY, THE REPAIR AND REPLACEMENT COSTS TO THOSE UNITS OR COMMON AREAS BECOME YOUR RESPONSIBILITY AS WELL. THE UNIT OWNERS AND THE ASSOCIATION HAS THE LEGAL RIGHT TO BE REIMBURSED FOR THOSE REPAIRS.

Maintenance Items	Home Owner	Condo Assoc.
Key to units or Mailboxes	X	
Hot water heater/furnace including leaks, repairs or maintenance	X	
Bathroom tiles, for leaks in grout and tub/shower fixtures	X	
Bathroom toilets, toilet seals, and pipes floor level and up	X	
Dishwasher/kitchen sinks, faucets etc. plus damage caused by leaks	X	
Lost coupon books for monthly payments	X	
Basic utilities, gas, electric ,cutoff utilities causing damages	X	
Damages to personal effects due to fire, theft, water etc.	X	
Cleaning the fireplace/chimney plus damages if any to other property	X	
Washing the outside windows	X	
Windows, window frames and trim	X	
Entry way door, lock, door frame, door trim, floor vinyl, cleaning the area between the two units – that serves the two units exclusively (artic entry area) – is at the two owners cost	X	
Exterior doors (including slider), door frames and trim	X	
Electrical wires inside unit (excludes if you have work done and a contractor damages the wires from work being done) (i.e., your electric plug in, or anything from the sheet rock to the inside of your unit)	X	
Dryer vent cleaning	X	
Water pipes inside the walls (excludes if you have work done and a contractor damages the water lines from work being done) (also excludes any water pipe or line that is from the sheet rock into your unit)		X
Providing water and garbage services		X
Helping unit owners get a good contractor		X
Calling a contractor when there is an emergency repair		X
Maintaining all non covered walkways, for snow/ice removal		X
Weeding and tree trimming		X
Mowing and watering the lawns		X
Electric plug in for your vehicle in the carport area/parking lot		X

Insurance Information

The association currently has an insurance policy placed. You should consult with your own agent and purchase a policy to cover the following exposures you may have (talk to your agent for any other suggestions that they may have as well):

1. Value of household and personal property not normally insured under building coverage
2. Additional living expenses
3. Personal injury
4. Loss assessment coverage
5. Value of jewelry, furs, silverware and fine art
6. Vehicle coverage
7. Deductibles – see “Deductible Policy”
8. Water loss due to your personal appliances
9. Vandalism from tenants
10. Loss rental income
11. Upgrades to the interior made by the unit owner (also if need be to the exterior of the unit as well)

VICTORIA HILLS I INSURANCE DEDUCTIBLE POLICY

WHEREAS, the Association has insured the buildings and common elements of the property; and

WHEREAS, the Board of Directors has considered all relevant factors and based its business judgement, has agreed to a \$1,000.00 deductible; and

WHEREAS, the Board of Directors is of the opinion that it would be inequitable for the Association to pay the deductible in full or in part in all circumstances;

NOW, THEREFORE, BE IT RESOLVED that the following policy be and is hereby adopted by the Board of Directors:

The deductible on the insurance will be paid by -----

1. The Association in the event of any claim caused by an act of God or an unknown source which created or started in the common elements.
2. An owner, whether leasing or not, will be held responsible to the Association for all related damages to the common areas which are caused by lack of maintenance or an act of negligence resulting in a claim being filed by the Association on behalf of protecting the common elements on the building.
3. If more than one unit is damaged, the Association will take emergency action to protect the common elements and provide notice to the owner of the unit from which the damages originated. Repairs to the damaged areas will proceed at the expense of the unit owner where the damages originated. All costs from damages to the common elements will be a charge to the owner of the originating unit as an assessment against that unit which are subject to late fees and collection action.
4. A claim may only be initiated by the Association and must be filed through the Board of Directors for consideration. The Board of Directors reserve the right to deny the claim after reviewing the information related to the cause of the damages. Notice of denied will be in writing to the owner.
5. If there is personal property damages involved, the owners involved will need to resolve the cost of replacement. The Association is NOT responsible for personal property loss, rental income loss, moving fees, etc., as a result of a loss.
6. All costs including the insurance deductible assessments against a unit owner are subject to late fees and collection action at the expense of the owner.
7. An appeal must be submitted in writing for the Board of Directors review at the next regular scheduled meeting. The owner is responsible for calling to confirm the meeting date, time, and location as these meetings are subject to change without further notice. The Board of Directors decision will be final.
8. This policy applies to all lenders on foreclosed property.

Approved by the Board: 

Effective Date: 5/20/09

Updated: 5/20/09