

**FORRESTAL VILLAGE COMMUNITY SERVICES ASSOCIATION, INC.  
POLICY RESOLUTION NO.21  
ASSOCIATION AND HOMEOWNER RESPONSIBILITIES FOR MAINTENANCE  
AND REPAIR OF LIVING UNITS AND COMMON AREAS**

**WHEREAS**, Article III, Section 3 of the Declaration of Covenants and Restrictions assigns to the Board of Directors "all powers for conduct of the affairs of the Association which are enabled by law or the Founding Documents, which are not specifically reserved to Members, or the Covenants Committee by said Documents"; and

**WHEREAS**, Article II of the various Supplementary Declarations (other than the Parcel I Supplementary Declaration) provides that the parcel assessments may be utilized for the maintenance of the exteriors of Living Units and Lots; and

**WHEREAS**, the Board deems it necessary to clarify the respective responsibilities of the Association and homeowners for maintenance and repair of Living Units in Parcels II through XII, which are in fee simple ownership, and maintenance of the common areas in these parcels; and

**WHEREAS**, Parcel I has special rules due to its form of ownership; and

**WHEREAS**, the Board finds that as the community ages, the need for maintenance, repair and replacement increases,

**WHEREAS**, the Board originally adopted Policy Resolution No. 21 on March 28, 2000 and has amended and revised it a number of times thereafter, most recently on September 27, 2011; and ;

**WHEREAS**, the Board wishes to further revise and update Policy Resolution No. 21.

**NOW, THEREFORE, BE IT RESOLVED THAT** all previous revisions and versions of Policy Resolution 21 are hereby rescinded and replaced with this new Policy Resolution No. 21 with respect to maintenance and repair of Living Units and Common Areas.

**SPECIAL PROVISION FOR PARCEL I:** Parcel I has provisions in its Supplementary Declaration which apply only to Parcel I. The division of responsibility between Association and Homeowner outlined below applies to Parcel I EXCEPT as otherwise provided in the Parcel I Supplementary Declaration.

**RESPONSIBILITIES OF THE ASSOCIATION:** The Association will be responsible for certain repairs and maintenance to Living Units and common areas, detailed below. The repairs and maintenance are initiated in either of two ways:

1. Individual work orders submitted by homeowners and residents or by the property manager in response to problems identified by staff members; or
2. Parcel-wide projects.

**INDIVIDUAL WORK ORDERS:** Homeowners and residents may submit work orders to request specific repairs and maintenance to the following Living Unit and common area components. Required work will be performed in a timely fashion unless a parcel project encompassing the requested work is being planned or has been scheduled. In that case, individual work orders will be deferred and become part of the parcel project, unless an immediate repair is necessary for the safety of the occupant or when a delay would cause further damage to the living unit. (See "Parcel Projects" below.)

1. Living Units:

- a. Roof systems, including chimney chase covers, furnace flue vent pipe caps and skylights. Gutters and leaders, including gutter cleaning, splash blocks and leader extensions.
- b. Wood siding, trim, decks, railings, spindles, steps, fences, retaining walls, window wells, planter boxes and railroad ties. Wood will be replaced and spot stained if it is rotted, warped, cupped or split and there is a concern for safety or property damage. ("Checking" of wood is considered cosmetic.) Wood replacement and staining will typically be handled as part of a parcel project, unless no relevant parcel project is planned or scheduled at the time a work order is received.
- c. Stucco surfacing, caulking, front entry stoops and railings, patios and house numbers.
- d. Exterior lighting not controlled from within the living unit.
- e. Initial painting of the exterior of front doors, basement entry doors, garage doors and utility closet doors following replacement by the homeowner.
- f. Treatment of swarming insects - termites, carpenter ants, carpenter bees and wasps on the exterior of the living unit. In order to be fully effective, treatment for termites and certain other insects may be necessary inside the unit, at owner expense, as well as outside. The Association will coordinate the treatment upon request.
- g. Removal of harmful animals on the exterior of the unit. In order to be fully effective, treatment may be necessary inside the unit, at homeowner expense, as well as outside. When homeowner action is also required, the Association will coordinate treatment with the homeowner upon request.
- h. In cases where the point of entry (except as provided elsewhere as respects chimneys) of animals or insects has been confirmed by a licensed pest control company, the Association will coordinate with the pest control company to close the entry point.
- i. Driveway pads, stoops and walkways.
- j. All lands whether improved or unimproved.

2. Common Areas:

- a. Street or site lighting.
- b. Streets, curbs and storm water drainage systems, although certain areas of the community are eligible for services from Plainsboro Township.
- c. Drainage of water from the ground surface if it affects Living Units, decks or other structures or causes ponding.
- d. Snow removal from sidewalks, stoops, driveways and roads.
- e. Sidewalk and driveway sweeping only as part of the spring clean up from winter snow removal
- f. Removal of dead wildlife from individual lots or common areas.

3. High Cost Repairs: The Parcel Committee will be notified of individual work orders requesting repairs or maintenance estimated to cost in excess of \$1,000 for informational purposes. Any repair estimated to cost in excess of the amount specified in the Management Standards Agreement will be referred to the Parcel Committee for concurrence and to the Board for final action.

**PARCEL PROJECTS:** Grouping like work on multiple Living Units may result in lower overall cost. This grouping may be initiated by the property manager or the Parcel Committee. Parcel projects may be initiated by the Parcel Committee or recommended to the Parcel by the property manager. The Parcel Committee will review the need for the work and the source of funding. Projects are then submitted to the Board of Directors. After considering the recommendations of the Parcel, information provided by the property manager, and such other input as the Board of Directors may consider appropriate, the Board of Directors may approve or disapprove the project or take other action as provided in the Governing Documents in its sole discretion.

Major parcel recommendations to the Board, such as annual budget concurrence, requests for capital expenditures or parcel projects that cost in excess of \$1,000 times the number of living units in the Parcel, requests for special assessments, and planned actions which impact all homeowners and/or residents of a parcel, such as a change to an architectural standard, shall be taken only after they have been presented at a parcel meeting and approved by vote, as described below.

Where no special assessment is required, the parcel committee must notify the parcel homeowners of all recommended parcel projects that cost in excess of \$1,000 times the number of living units in the Parcel. Notification must be by via US Mail sent by the property manager. Notification must be sent at least 15 days prior to the next scheduled meeting of the Board of Directors.

Requests for special assessments must be approved as specified in the Master Declaration of Covenants and Restrictions; Article 5, "Covenant for Assessments", Section 5, "Special Assessments".

There are three types of parcel projects:

1. **Deferred Maintenance.** Stucco cleaning, sealing and repair, wood painting, wood staining and selective wood replacement, are funded from the Deferred Maintenance Account and/or by parcel assessment, if the Deferred Maintenance Account balance is inadequate. Typical examples are power washing, painting and staining of decks, front doors, planter boxes, siding and trim. Painting and staining of Living Units includes atriums and interior courtyards where they exist.
2. **Capital Asset Replacement.** Replacement of a capital asset is funded from the Capital Reserve Account and/or by parcel assessment, if there is insufficient money in the Capital Reserve Account to maintain the balance at or above the minimum threshold amount. Typical examples are planter box replacement, sidewalk or driveway replacement and roof replacement.
3. **Special Category.** As a special category, correction of wet areas of turf or at the base of berms may require the installation of drainage systems in which case remediation will be handled as a parcel project.

**RESPONSIBILITIES OF THE HOMEOWNER:** Except as noted above for Parcel I, the homeowner is responsible for certain repairs and maintenance to Living Units, discussed below:

1. All doors and door jambs, including front doors, basement entry doors, sliding doors, utility doors and garage doors, and doorbells. Following replacement, painting will be provided by the Association, as described above. Storm and screen doors, as approved by the Covenants Committee. The property manager will provide information on approved makes and models upon request. Covenants Committee approval is necessary for doors not previously authorized. All replacement of exterior windows and doors require prior approval by the Covenants Committee.
2. Garage door openers, hooks, tracks and springs including hardware/handles/locks.
3. All windows except skylights. Windows include frames, glass panels, screens, weather stripping, hardware, jambs, hinges, sweeps, locksets and handles, window well covers.
4. Atriums as per Policy Resolution 31. Soil maintenance, drainage, plantings and maintenance of plantings in the atriums/enclosed courtyards. Damage to roof and/or roofing from vegetation grown/growing in atriums/enclosed courtyards.
5. Exterior lighting controlled from inside the home and exterior electrical outlets.
6. Cracks and defects in foundations and basements and elimination of water leaks into a basement or a wet basement.
7. Repair or replacement of any water, gas, electric, telephone or cable lines and sump discharges which penetrate the building, including packing, caulking or sealing those penetrations where the lines are not the responsibility of the service provider.
8. Exterior hose bibs.

9. Heat pumps and air conditioning compressors, including the pad on which a unit is placed, and all connections into the home.
10. Removal of blockages and sewer line repair between the home and the main sewer line, if the line serves only one living unit. Where two or more Living Units share a blocked line leading to the main sewer, the property manager shall arrange for an inspection to determine who is responsible for completing the needed repairs. Sidewalks, driveways, garage pads, streets and grounds damaged during any such repairs must be restored to their original condition and be acceptable to the Association.
11. Flue piping for furnaces and fireplaces, including their extension above the roof plane, the spark arrester and animal screening, and chimney cleaning, with the exception of furnace flue vent pipe caps, which are the responsibility of the Association.
12. Dryer vents and ductwork cleaning.
13. Radon testing and remediation. Remediation systems installed on the exterior of the home must be the same color as the background color of the home.
14. Deficiencies in the original design or construction of the homes and eligibility for HOW Warranty claims, except as may have been provided for in the 1997 Roof and Construction Defects Mediation. Please consult the property manager for additional information.
15. Deck staining is typically handled either as part of a parcel project or by work order if no parcel project has been planned or scheduled. As a third alternative, homeowners who would like to stain their decks more frequently may do so at any time at their own expense, provided an Association approved stain is used. However, such action does not relieve the homeowner from participation in, or being assessed for, parcel projects, which include deck staining.
16. Homeowners will be allowed to replace at their own expense more deck boards than are identified for replacement during a parcel deck paint, stain and wood replacement project subject to the following requirements:
  - a. The additional deck boards may be replaced at homeowner expense only during deck paint, stain and wood replacement project.
  - b. The parcel contractor is to be used and the work is to be done to the standards applied to the parcel project, including materials and colors used.
  - c. The homeowner must acknowledge that:
    - (1) Replacing deck floor boards will not necessarily extend the life of the deck, because the underlying support structure is not improved.
    - (2) Replacing additional boards now will not exempt the homeowner from participating in future deck paint, stain and wood replacement projects or paying for same.

- (3) In the event the additional deck board replacement done at homeowner request and expense does not conform to the deck board replacement being done within the parcel project, the homeowner agrees to bring the additional deck boards into conformity with the parcel project standards within twenty (20) days of being notified of the deficiency by the Association.
- d. All additional costs are to be borne by the homeowner and are to be negotiated with and paid directly to the contractor, without Association involvement.

## 17. Casualty Losses

Remediation of interior damage resulting from a casualty, for which the Forrestal Village Community Services Association (the Association) is insured, will be performed by a restoration company chosen by the property manager in consultation with the homeowner and paid for by the Association. Restoration will be limited to returning the unit to its original builder specifications, and will exclude remediation of any improvements and betterments (upgrades). However, the homeowner may independently negotiate with the restoration contractor to restore upgrades at the homeowner's expense.

(a) If the homeowner and the property manager cannot agree on a restoration contractor, the homeowner may engage his/her own contractor to do the work, provided that the contractor chosen is reputable, provides references for work similar to the restoration work proposed and has been vetted by the property manager to ensure that he/she has the necessary insurance coverage and has a verifiable reputation for quality work. In this case, the contractor will be provided interim payments by the Association as portions of the work are completed, up to a maximum of the loss as determined by the insurance adjustor. A copy of the contract will be provided to the property manager. The property manager, or an engineer contracted by the property manager, shall visually verify that the work has been completed prior to issuing payment.

(b) The homeowner is responsible for the remediation of interior damages resulting from normal wear and tear, aging of the infrastructure or negligence on the part of the homeowner. As an example, if a severe windstorm blows shingles off a roof, resulting in leakage causing interior damage, the Association is responsible for the remediation of the interior damage. However, if a roof leaks as a result of aging and normal wear, the homeowner will be liable for the remediation of any interior damage.

In addition, in the event that a homeowner has paid to repair interior damages resulting from normal wear and tear of an exterior component or aging of the infrastructure and the Association has made a faulty repair or replacement of that exterior component the Association will make or pay for reasonable repairs to the unit interior. The homeowner must be able to demonstrate that the first interior repair was actually completed. Repairs that have been trouble-free for six months will be deemed to have been completed properly.

All of the above also applies to Parcel II, which is not covered by the Association's insurance policies, but has its own independent coverage

**RESPONSIBILITIES UNDETERMINED:** In certain situations, it is not initially clear from the symptoms of a problem whether the problem is the responsibility of the Association or the homeowner to repair. In all such cases the Association will take the following actions:

- Perform, by a licensed professional, as needed, an initial investigation of the problem.
- If the cause of the problem cannot be determined by a simple, non-invasive inspection, invasive inspection will be necessary.
- Before the invasive inspection is done, the situation will be discussed with the homeowner. The homeowner must agree in advance to pay for the invasive inspection and subsequent restoration back to original condition if the problem is found to be the responsibility of the homeowner. If the homeowner does not agree, no further investigation will be done.
- If invasive inspection is performed and the cause of the problem is determined to be the Association's responsibility, the Association will make needed repairs and pay all costs related to the inspection/restoration and repair.
- If invasive inspection is performed and the cause of the problem is determined to be the homeowner's responsibility, the homeowner will be billed for the inspection/restoration and may elect to make repairs at his/her own expense or not.
- If during the inspection of a condition it is revealed that it is the homeowner's responsibility and constitutes a life/safety hazard (such as dangerous electrical wiring) the Association reserves the right to contact the appropriate governmental officials having jurisdiction over the condition.

**WORK ORDER PROCESSING:** Homeowners and residents may ask for work described above which is the responsibility of the Association by submitting a work order. The following procedures apply:

**1. Normal Procedures**

A. Work orders can be submitted in the following ways:

- 1) Work order forms via the Association's website
- 2) Handwritten work order forms - are located at the side entrance to the Smith House and may be placed in the adjacent box when completed, or mailed to the property manager's office. The copy marked for the homeowner should be kept as reference.
- 3) Phone call to The property manager.

B. The property manager will confirm receipt of work order as listed below:

- 1) Work orders submitted electronically will receive an

email confirmation.

2) Handwritten and phoned work orders will be acknowledged by telephone call from the property manager's office.

- C. Work orders will be will logged and reviewed by the property manager. The work order is then prioritized by The property manager according to the severity of the problem. If needed, an on-site inspection will be conducted.
  - D. Based upon the nature of the work and the cost involved, additional bids may be required and/or parcel committee and then Board of Directors approval may be required.
  - E. The work is then scheduled, barring intervening emergencies or inclement weather, and the work assigned for completion. If outside contractors are required, the contractors are selected and scheduled by the property manager's office.
  - F. If the work requires the homeowner to be present, the property manager will coordinate a mutually convenient time between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday with the homeowner and contractor.
  - G. All work will be supervised by the property manager or a professional contracted by the property manager for that purpose.
  - H. The homeowner will be able to track the progress of their work order via the Association's website or if handwritten/verbal submission the homeowner will be periodically informed of the status/progress of the work.
2. **Deferred Work Orders:** As indicated in the section entitled "Individual Work Orders", unless an emergency, requests for work encompassed within a planned or planning or scheduled parcel project will be deferred and included in the parcel project. Homeowners will be notified when this is the case.
3. **Homeowner Responsibility:** Work orders requesting repair or maintenance of an item specifically identified above as being a homeowner responsibility will be annotated accordingly and returned to the homeowner by the property manager.
4. **Work Order Appeals:** When work is requested in an area not specifically identified in the body of this Policy Resolution, the homeowner may from time to time have a legitimate difference of opinion with the property manager as to the Association's responsibility. In that case, the homeowner may appeal the property manager's decision by stating his or her case in writing to the Board of Directors. The Board will investigate the matter, consulting with the



Parcel Committee as necessary, and reach a final decision. The homeowner will be advised of the decision and the basis for it in a timely fashion.

**COORDINATION OF REPAIR WORK:** When appropriate, the Association will coordinate treatment with the Homeowner to perform corrective action.

BOOK OF MINUTES

ATTEST:

*William Hart*  
*Board Secretary*

Date *July 31, 2017*