

FORRESTAL VILLAGE COMMUNITY SERVICES ASSOCIATION, INC.

**POLICY RESOLUTION NO.21
ASSOCIATION AND HOMEOWNER RESPONSIBILITIES FOR
MAINTENANCE AND REPAIR OF LIVING UNITS
AND COMMON AREAS**

Revised: June 1, 2020

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, the Board adopted Policy Resolution No. 21 on March 28, 2000; and

WHEREAS, the Board adopted the First Amended Policy Resolution No. 21 on May 29, 2001; and

WHEREAS, the Board adopted the Second Amended Policy Resolution No. 21 on December 4, 2001; and

WHEREAS, the Board adopted a revised Second Amended Policy Resolution No. 21 on December 8, 2008; and

WHEREAS, the Board adopted the Third Amended Policy Resolution No. 21 on September 27, 2011; and

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

NOW, THEREFORE, BE IT RESOLVED THAT Policy Resolution No. 21, First Amended Policy Resolution No. 21, Second Amended Policy Resolution No. 21, revised Second Amended Policy Resolution No. 21 and Third Amended Policy Resolution No. 21 are rescinded and replaced with this new Policy Resolution No. 21 with respect to the Responsibilities for Maintenance and Repair of Living Units and Common Areas be adopted by the Board:

A. 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.

B. 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 Management in response to problems identified by staff members; or
2. **Parcel Projects.** Parcel Project management is described in PR 29 Parcel Committees. Parcel Projects include:
 - a. **Deferred Maintenance.** Stucco cleaning, sealing and repair, wood painting, wood staining and selective wood replacement, are funded from the Deferred Maintenance Account supplemented by parcel assessment, if the Deferred Maintenance Account balance is inadequate. Typical examples include, but are not limited to power washing, painting and staining of decks, planter boxes, siding and trim. Painting and staining of Living Units includes atriums and interior courtyards where they exist.
 - b. **Capital Asset Replacement.** Replacement of a capital asset is funded from the Capital Reserve Account supplemented by a parcel special 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, roof replacement and paving.
 - c. **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.

C. INDIVIDUAL WORK ORDERS: Homeowners and tenants 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. Parcel Project Management is described in PR 29 Parcel Committees.

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. No Parcel Committee or parcel member vote is required. Any repair estimated to cost in excess of the amount specified in the Management Standards Agreement will be referred to the Parcel Committee for advice and to the Board for final action.

D. 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, doorbells, as well as storm and screen doors, as approved by the Covenants Committee. Following replacement, painting will be provided by the Association, as described above. Subsequent painting is the responsibility of the homeowner who must use the Association approved paint color. The Management 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 that are not exact replacements require prior approval by the Covenants Committee. Management is authorized to approve exterior windows and doors that are exact replacements.
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. Vegetation in atriums: Soil maintenance, drainage, plantings and maintenance of plantings in the atriums/enclosed courtyards. Damage to the building structure, roof and/or roofing from vegetation grown/growing in atriums/enclosed courtyards. See Policy Resolution 31 for more detail.
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 Management 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 (according to PR 56), 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 Management 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:
 - i. Replacing deck floor boards will not necessarily extend the life of the deck, because the underlying support structure is not improved.
 - ii. Replacing additional boards now will not exempt the homeowner from participating in future deck paint, stain and wood replacement projects or paying for same.
 - iii. 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.

E. CASUALTY LOSSES

1. 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 Management 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.

2. If the homeowner and the Management 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 Management to ensure that he/she is properly licensed, 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 Management. Management or an engineer contracted by Management, shall visually verify that the work has been completed prior to issuing payment.
3. 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, and without limitation, 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.
4. 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.
5. 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.

F. **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:

1. Perform, by a licensed professional, as needed, an initial investigation of the problem.
2. If the cause of the problem cannot be determined by a simple, non-invasive inspection, invasive inspection will be necessary.
3. 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.

4. 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.
5. 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.
6. 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. In the case of a fire or safety hazard, the Association reserves the right to immediately effect repairs at homeowner expense.

G. WORK ORDER PROCESSING: Homeowners and tenants 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:
 - i. Work order forms via the Association's website;
 - ii. 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 Management office. The copy marked for the homeowner should be kept as a reference;
 - iii. Phone call or email to Management.
- b. Management will confirm receipt of work order as listed below:
 - i. Work orders submitted electronically will receive an email confirmation.
 - ii. Handwritten and phoned work orders will be acknowledged by telephone call by Management.
- c. Work orders will be will logged and reviewed Management. The work order is then prioritized by Management 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 advice and 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 Management.

- f. If the work requires the homeowner to be present, Management 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 Management or a professional contracted by Management for that purpose.
 - h. The homeowner will be able to track the progress of their work order via the Association’s website.
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 Management.
 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 Management as to the Association’s responsibility. In that case, the homeowner may appeal Management’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. If the Homeowner disagrees with the Board decision, he/she may request an ADR.
 5. **Coordination of Repair Work:** When appropriate, the Association will coordinate treatment with the Homeowner to perform corrective action.

Attest: _____
 Mary Ryan, Secretary

Date: _____

Adopted at a Regular Meeting of the Board of Directors on June 1, 2020