

ASSOCIATION OF UNIT OWNERS OF SUNSHINE CREEK CONDOMINIUMS
RESOLUTION OF THE BOARD OF DIRECTORS
Regarding Maintenance Responsibility

At a regular meeting of the Board of Directors, held on March 5, 2018, the Board made the following findings:

WHEREAS the Association Secretary, by signing below, attests that pursuant to the Association Bylaws Article 5, all Directors were provided notice of the meeting and a quorum of the Board was present in person at the meeting in accordance with the Association's Bylaws §5.13;

WHEREAS Declaration §4.3 describes the boundaries of Units as the interior unfinished surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, doors and door frames and trim and including all materials constituting any part of the finished interior surfaces. Residential Units also include skylights, skylight frames, windows, window frames, and fixtures and improvements within the boundaries of the Units.

WHEREAS Declaration §§5.1-5.3 describes the garage and carport Units which are bounded by the interior unfinished surfaces of the perimeter and bearing walls.

WHEREAS Bylaws §9.1 states that Unit Owners shall at their sole expense keep the interior of the Unit and its equipment, appliances, and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair. Each Owner shall be responsible for maintenance, repair, or replacement of any plumbing pipes and fixtures, water heaters, fans, heating equipment, electrical wiring and fixtures or appliances which are in the Unit or portions thereof that serve that Unit only and shall replace any glass in the windows and in the exterior doors of the Unit that becomes cracked or broken. Owners are also responsible for cleanliness of patios, decks, and any limited common elements, garages, storage spaces;

WHEREAS Bylaws §9.1(b) states that each Unit Owner must promptly perform all maintenance and repair work within his own Unit which work if omitted would affect the Common Elements or a part thereof belonging to other Unit Owners and shall be responsible for the damages and liabilities that his failure to do so may cause;

WHEREAS Declaration §6.1 describes the General Common Elements as those portions of the Condominium that are not designated as Units or Limited Common Elements, including land, walkways, driveways, yards, gardens, grounds, landscaped areas, exterior fixtures, fences, parking spaces for guests and tenants, foundations, pads, columns, crawlspaces, joists, beams, supports, bearing walls, perimeter walls, main walls, roofs, entrances, exits, doorsteps and stoops, swimming pool, hot tub, exercise room, restrooms, office and sitting areas. Tanks, pumps, motors, fans, pool heaters and filters, compressors ducts and in general all apparatus and installations existing for common use. Installations of central services such as power, light, gas, hot and cold water, heating, air conditioning, waste disposal, and incineration, all up to the outlets within any Units;

WHEREAS Declaration §6.2 states that the cost of maintenance, repair and replacement of the General Common Elements shall be a common expense and the performance of such work shall be the responsibility of the Association except that any damage caused by the negligence or intentional act of a Unit Owner shall be required by the Association at such Unit Owner's sole cost and expense;

WHEREAS Declaration §7.1 describes Limited Common Elements as patios and storage areas adjacent to each first-floor unit defined as the perimeter borders of the slab or the interior of the privacy fence; and as the decks with storage areas appurtenant to each second-floor and third-floor unit;

WHEREAS Declaration §7.3 states that maintenance of Limited Common Elements shall be a common expense and performance of such work shall be the responsibility of the Association provided however that the cleanliness and orderliness is the responsibility of the Unit Owner;

WHEREAS Bylaws §5.2(a) states that the Board is responsible for maintenance, upkeep, repair, care and supervision of the general and limited common elements and regulation of the same;

WHEREAS Bylaws §9.1(c) states that each Unit Owner shall reimburse the Association for any expenditures incurred by the Association in repairing or replacing any common elements and/or common facility damage caused through the Unit Owner's act or neglect not otherwise covered by the Association's insurance policies;

WHEREAS Bylaws §10.7 states that a Unit Owner shall promptly reimburse the Association for any expenditures incurred in repairing or replacing any portions of the common elements or Units that are damaged or lost through the Unit owner's fault or at his direction where such damage or loss is not covered by insurance policies covered by the Association, if such damage or loss is covered by said policies, the Unit Owner will promptly pay all amounts that would otherwise be paid by the Association pursuant to the deductible clause of said policies. All such amounts to be reimburse or paid by a Unit Owner shall be deemed an individual assessment on that Unit Owner;

WHEREAS Bylaws Article VIII provides the Board with authority to take action against any Owner for violation of rules and to abate and remove any structure, thing or condition at the expense of the Owners, to enjoin and abate the violation, to levy fines, and take other actions as needed to enforce the provisions of the Association's Declaration, Bylaws or any Association rules and regulations;

WHEREAS the Board believes it is in the best interest of the Association to clarify the Association and Owner maintenance responsibilities that are set forth above; and

WHEREAS Declaration §11.3 states that the Board shall have authority to promulgate such rules and regulations consistent with the Act, the Declaration and the Bylaws as the Board may deem in the best interest of the Association; and Declaration §13.4 and Bylaws §5.2 gives the Board all powers and duties granted by the Declaration, the Bylaws, and the Act.

NOW THEREFORE IT IS HEREBY RESOLVED that ATTACHMENT A hereto is adopted and incorporated by reference:

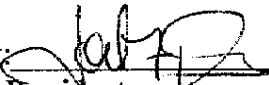
BE IT FURTHER RESOLVED that in the event the need for maintenance or repair of items identified on ATTACHMENT A as Association responsibility is caused through the willful or negligent acts of Owners, or through the willful or negligent acts of the family, guests, tenants, or invitees of that Owner, the cost of such maintenance or repairs shall be added to and become part of the assessment to which that Unit is subject.

BE IT FURTHER RESOLVED that if an Owner fails to meet the Owner's maintenance, repair, and replacement responsibilities under the Declaration, Bylaws, or this Resolution and ATTACHMENT A in a timely manner, the Association may levy enforcement fines, along with necessary fees, the amount of which shall be determined from time to time by the Board, and all of which shall continue until the needed work is satisfactorily completed. Such amounts shall be charged as assessments. The Association may also enter Units to conduct maintenance, repairs, or replacements, or to prevent imminent injury or damage to units, property, or persons, and may charge all costs incurred to the responsible Owner as an assessment.

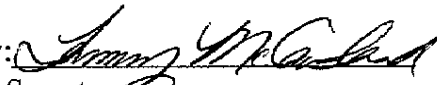
The Board hereby directs that a copy of this resolution be sent to every owner of record.

Dated this 5th day of March, 2018.

Association of Unit Owners of Sunshine Creek Condominiums

By: 
Its President

ATTEST: the above resolution was properly adopted.

By: 
Its Secretary

ATTACHMENT A (adopted _____)

Association Responsibility:

The Association is responsible for maintaining, repairing, and replacing the following components, the cost of which is common expense chargeable to all Owners as an assessment pursuant to the Declaration:

1. Common Areas and improvements thereon, including drainage systems, irrigation systems landscaping, lighting, fencing, and walkways
2. Foundations
3. Crawl Spaces
4. Parking Areas and Signage
5. Landscaping
6. Plumbing, electrical, and sanitary sewer lines to their outlets within the Unit boundaries
7. Siding, Trim, Exterior Sheathing, Flashing, and framing and insulation within the walls
8. Roofs, including Roof Sheathing, and Roof Eaves
9. Gutters, Downspouts, and Drainage Systems
10. Decks (including railings) and Patios (Owners are responsible for routine cleaning as described below)
11. Exterior of Storage Rooms, including their doors
12. Exterior Windows and window frames (including exterior window washing)
13. Exterior Skylights and frames (including exterior washing)
14. Exterior doors and door frames, including garage doors
15. Entry stoops and steps
16. Exterior Vent covers, Utility Covers, or similar items or fixtures that are attached to the exterior of buildings with the exception of items or fixtures installed by owners as described below.
17. Cleaning of Dryer Ducts (interior and exterior)
18. Exterior Lighting, including fixtures and light bulbs
19. Exterior Pest control limited to pests that may cause damage to buildings
20. Snow/Ice removal from common walkways
21. Pool, hot tub and all related equipment
22. Common Exercise Room, TV Room and restrooms
23. Exterior of garages and carports
24. Chimney Sweeping

Owner responsibility:

Owners are responsible for maintaining, repairing, and replacing the following items:

1. Interior finishes, including flooring, interior paint, wallpaper, etc.
2. Window screens, storm windows, storm doors, and screen doors
3. Broom cleaning of decks, and patios as needed to maintain cleanliness and orderliness
4. Interior of garages and carports

5. Interior of storage rooms
6. Hot water heaters
7. Fans, lighting fixtures, electrical outlets, and interior window coverings
8. Furnaces, Heat Pumps, or other Air Conditioning systems servicing a Unit including related hoses and other components whether or not located inside the boundaries of the Unit
9. Appliances located inside a Unit or connected to a Unit
10. Plumbing and Electrical located within the Unit Boundaries or serving only that Unit (modification requires Board approval)
11. Cables, satellite dishes, or other media lines installed on the exterior of the building with Board approval
12. Washing Machines and Clothes Dryers located in a Unit, (includes requirement for replacement of replace washing machine and dryer hoses on or before the schedule recommended by the manufacturer)
13. Routine inspection of Crawl Spaces (at least annually) with report to Association of any concerns such as moisture, mold, pests, etc.
14. Garage door openers
15. Interior window and skylight washing, including cleaning of tracks/frames as needed
16. Replacement of window/door/skylight glass (requires Board approval)
17. Pest control on interior of Unit