

## Courtyard Condominiums Reminders

8/6/21

After significant work to renovate, upgrade, salvage, increase valuations and longevity of our homes, we are advancing efforts to preserve such investments and wish at this time to denote responsibilities for owners understanding and conformity. The ultimate benefit is improved communication, ease of burden on Trustees and Property Management and to keep your HOA costs down.

The Trustees ask that owners, be aware and if applicable, notify tenants and provide copies of any such reminders. Owners are responsible for their unit and their tenants.

We hope you'll find this to be helpful information that augments all other Courtyard documents to avoid confusion and/or any misunderstanding. Please note: if applicable, warnings letters may be issued and a fines for recurring offensives.

- 1) Our trash ***CONTRACT*** includes (1) blue or (1) red bin per week alternating weeks: 1 week plastics & bottles, next week paper. Note: color of bin not important. ***Recently, several move-ins and move-outs placed large empty moving/packing boxes in their mix outside designated bins.*** This could cause a bulk pick-up charge. Owners are responsible for either bulk disposal elsewhere/off-site or arrangements for bulk pick up at personal cost of owner to trash company. Bulk charge = \$125.
- 2) All garages are to be kept closed when not in use. This is to prevent bugs, chipmunks, mice, etc., from entry and damage. More importantly, during winter season, water pipes run through walls and ceilings in garages and damage to pipes freezing are upmost concern.
- 3) All unit thermostats must be kept at a minimum of 60 degrees Fahrenheit (winter) 85 degrees Fahrenheit (summer) to prevent pipes from freezing or mold. Fine = \$100. Damage as result of neglect is between owners personal homeowners insurance or at their expense.
- 4) Any fruit flies or bugs emanating from occupants leaving vegetables or fruit left on outside refrigeration shall constitute a pest mitigation charge for unit owner to correct . This would also include expenses that affect other units. Further, any rotten foods or materials left in garages that cause infestations shall apply to same expenses. Fine \$50. Cleaning/Exterminator/Remediation to be determined by trustees/property management/vendor.
- 5) Any changes to rental contracts must be vetted and approved by Trustees and/or our property manager as authorized agent. No renters may add additional roommates/pets/cars after original assent to rent forms are approved and for duration of lease without notice, review and approval/denial. With respect to renewed applications for assent to rent, all must be approved by Trustees and may be signed by trustees consent and/or by our property manager as our authorized agent.
- 6) If any current renters have added roommates or made changes to original assent to rent application, a new assent to rent application is required for approval/denial per limitations of all Courtyard Documents.

- 7) No plantings are to be done on common property with exception to those spelled out in rules and regulations and/or approved in writing by board of trustees. Fine \$25
- 8) Any damage, clean-up to common area walls, property as a result of shipments, move-ins, move-outs, workers, etc, that require repair shall be charged off to owners that caused damage at reasonable "at cost expenses" to owners.
- 9) Garage inspections will from time to time be conducted by Trustees and overall cleanliness of garages are owners responsibility. At the very least, avoid clutter, sweep out garage floors and be absolutely sure no toxic flammable contents are present. Fine \$50 Clean-up at owners expense.
- 10) All dryer ducts are to be inspected, cleaned out yearly and proof by invoice and/or pictures of ventilation must be supplied to property manager. Fine \$100
- 11) No locks shall be changed without notifying and supplying property manager with updated keys to owners main entryways and garages. Failure to comply shall leave owner liable in the event forceful entry is necessary to abate a water leak and shut off water if owner is not home. This also applies to any and all other unexpected need to gain entry without damage to main or garage doors. Further, any water damage occurred as a result of homeowners neglect to maintain and update all mechanicals shall be at owners expense of not only unit owners damage, but damages to any other abutting unit by accident or neglect. For example, check the manufacture date of your water heater, check life expectancy, install burst proof, metal braided washing machine hoses, condensation pumps in air handlers if needed, all water/plumbing connections, etc. No damages as result of improper maintenance or obsolete equipment shall be filed as a Master Insurance Claim. All owners should consult with their insurance carrier and update and amend their homeowners policy. Please be aware it is owners responsibility to have sufficient homeowners insurance. *If you are in compliance, no action is necessary. We will notify non-compliant owners.*

It is impractical and not necessarily contractual for a property manager to be aware of the many nuances and consequential actions that occasionally may occur inside an owners unit. Moreover, as a board of trustees member, it is a huge commitment and requires significant time to keep a watchful eye on actions and behaviors contrary to our by-laws. However, we will act within our jurisdiction and authority to enforce any infractions per our Master Deed, Rules and Regulations and Declaration of Trust and any other pertinent doc's.

Ultimately, the Board should know our facility needs, budget accordingly and act in good faith. Extensive knowledge of operations at dozens of like condominiums and property management company's obligations have given us skilled insight of expectations and realistic managerial practices. We do our best not to step out of bounds of our legally enforceable documents, but we are not reticent with regard to any and all penalties and remedies allowable and at our disposal.

We collectively ask for your help, cooperation and individual responsibility complying with and confirming required regulations. Actions taken proactively by owners to conform with the maintenance of their units will cut down on Trustees work load. Necessary reminders for non-response or compliance takes its toll. Consider this a minor inconvenience when compared to all the Trustees responsibilities do for the sake of everyones safety and well-being.

**As a rule of thumb; it is best that ask questions! Advice is free of charge....Thanks!**

**If an owner feels it necessary please file grievances in writing to property management.**

**To that end, the property manager and trustees shall share/forward/confer on remedies and legal options. Thereafter, such information shall be disseminated, addressed and responded to based on priority of safety, necessity for timely response and earliest convenience. No work orders for common property association charges shall be issued by property manager prior to trustee approval with exception to emergency situations in the event it is considered common property.**

**We sincerely thank you in advance for your assistance and cooperation,**

**Courtyard Board of Trustees and Kendrick Property Management**

**Reminder list: 8/6/21**

- 1) Please have dryer ducts cleaned and confirmed based on invoice from contractor or pictures if done by owner. Short run ducts may be accessible to clean by owner. Longer duct runs of 25 feet require booster fans per State Law building codes. In all cases, pictures can be extremely helpful. Owners may wish to coordinate collectively with other owners, have work performed by knowledgeable vendor and possibly reap volume discounts on their own. Effective Compliance Date: 12/30/21**
  
- 2) Any changes to assent to rent forms approvals and/or renewals require new application and vetted consideration. If a rental is out of compliance, please seek immediate approval. In all cases hereafter, approval MUST precede move in date. And, please give management and trustees time courtesy to process. At minimum, 1 month advance application to assent is reasonable. We wish not to fine, but given no choice, shall for repeated or flagrant dismissal of said reminder. Effective: Immediately.**
  
- 3) Trash contract shall be observed. If owner cannot comply, please communicate ASAP so we avoid up charges. Really, truly would like to help, but if an owner does not bring matter to our attention, we can't seek possible accommodations and/or solutions. Effective: Immediately.**