

RESOLUTION
LEAK DAMAGE REPAIRS

WHEREAS, pursuant to Article IV, Part C, Section 13 of the Bylaws of Greenbriar Condominium – Phases I, II & III, “The Board of Directors shall manage the affairs of the Council and shall have all the powers and duties necessary for the administration of the condominium..”,

WHEREAS, Article 11-114, Section (g) (1) of the Maryland Condominium Act, states “Any portion of the common elements and the units, exclusive of improvements and betterments installed in the units by unit owners other than the developer, damaged or destroyed shall be repaired or replaced promptly by the council of unit owners.” In addition, Section (2) (iii) of the same section states “If cause of any damage to or destruction of any portion of the condominium originates from a unit, the owner of the unit where the cause of the damage or destruction originated is responsible for the council of unit owners’ property insurance deductible not to exceed \$5,000.”

NOW THEREFORE BE IT RESOLVED THAT, the Boards of Directors of Greenbriar Condominium – Phases I, II & III adopt the following policy for repairs to damages in units that were caused either by failure of another unit owner to properly maintain or repair their unit or a repair the condominium association must make due to work necessitated from a common element problem.

Please note that when the term damage is used in this resolution, it refers to damage from a water leak.

1. The homeowner whose unit sustained water damage resulting from a leak must notify the on-site management office of the damages within seven (7) days after its occurrence and before any repairs or cleanup are commenced. Failure to notify management within the seven (7) day period may result in forfeiture of the claim.
2. An investigation will be conducted by management to determine the source of the leak.
3. The homeowner responsible for the damage to the other unit(s) will be notified of the damages sustained. He/she will be advised that the Board of Directors, through its managing agent, will have the necessary repairs performed and that he/she will be liable for a maximum of \$5,000 of these repair costs. Until paid, these costs will be a special assessment against his/her condominium unit.
 - i. The Boards of Directors, hereby direct management to get damage repairs made in the affected unit(s) resulting from a leak.
 - ii. Management in its discretion can utilize a Board-approved contractor or its staff to get repairs made. Management is under no obligation to have these repairs performed by any outside contractors/parties suggested by individual homeowners or to obtain multiple bids prior to work being done. Estimates on the cost to make repairs do not need to be provided to the homeowner responsible for the leak damages prior to commencement of work.
 - iii. Homeowner will be notified when work is authorized and whether it will be done by a contractor or the staff. Appointments must be scheduled by the homeowner

within 30 days of management's authorization. When contractors are to be used, homeowner will make repair appointment directly with contractor; when staff is used, homeowner will make appointment directly with management. Arrival time on appointments will be within a three to four hour window. Pictures of damages will be taken before and after repairs are made.

- iv. Homeowners are responsible to have areas surrounding repair work free of any personal items. Neither contractor nor staff will move any personal items out of their way and will not be responsible for damage to personal items that have not been removed. If the area is not clear, the appointment will be cancelled at that time and the homeowner will be charged for the contractor's/staff's time for that service call. In addition, if a homeowner misses an appointment, he/she will be charged a fee for the missed service call.
 - v. Once damage repairs are completed, management will bill the homeowner where the damage originated for reimbursement of repair costs up to \$5,000. That homeowner will be provided a copy of the contractor's invoice, or timesheets illustrating the staff's time used to complete the work.
4. If water damage stems from property the condominium association is responsible to maintain, all expenses for repairs will be paid solely by the condominium association.
5. Any repairs done, will exclude any improvements and betterments previously completed in the damaged unit. Any painting that is required will be done in white. If the homeowner of the unit that was damaged provides colored paint at his/her expense, it can be used.

THIS RESOLUTION WAS ADOPTED BY THE BOARDS OF DIRECTORS ON

27/11/17.

Missy Dodd

Missy Dodd, Secretary
Greenbriar Condominium – Phase I

Mary Blizard

Mary Blizard, Secretary
Greenbriar Condominium – Phase II

Ms Odella C King

Odella King, Secretary
Greenbriar Condominium – Phase III

Lawrence Noda

Lawrence Noda, President
Greenbriar Condominium – Phase I

Linda Kulle

Linda Kulle, President
Greenbriar Condominium – Phase II

Angeline M. Butler

Angeline Butler, President
Greenbriar Condominium – Phase III