

Lake Pointe at the Towne Centre Condominium
Maintenance / Repairs / Master Insurance Resolution

WHEREAS, Lake Pointe at the Towne Centre Condominium (hereinafter "Association") is a Condominium Regime incorporated and established on November 20, 1992; and

WHEREAS, Article III, Section 2 of the Association's Declaration states that "Easements Each condominium unit shall be subject to an easement to the owners of all the other condominium units and to the Council of Unit Owners to and for reasonable access to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, utility lines and the like, and any other common elements located within or accessible only from any particular condominium unit, and for support;" and

WHEREAS, Article VIII, Section 1 of the Association's Declaration states that "Duty to Maintain Except for maintenance requirements herein imposed upon the Council of Unit Owners, the owner of any condominium unit shall, at his own expense, maintain the interior of his condominium unit and any and all equipment, appliances or fixtures therein situate, and, as to normal custodial maintenance, any balcony, terrace, fenced area, courtyard, open yard or area, patio or the alike appurtenant to such condominium unit and designated herein or in the Declaration or the condominium plat as a limited common elements reserved for the exclusive use by the owner of that particular condominium unit, and including all mechanical equipment and appurtenances located outside such unit which are designated, designated or installed to serve only that unit, in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his condominium unit. **In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain repair, replace any plumbing and electrical fixtures, water heaters, fireplaces, plenums, heating and air conditioning equipment, lighting fixtures, refrigerators, freezers, trash compactors, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and other equipment that may be in or declared to be appurtenant to such condominium unit.** The owner of any condominium unit shall also, at his own expense, keep any other limited common elements which may be appurtenant to such condominium unit reserved for his exclusive use in a clean, orderly and sanitary condition;" and

WHEREAS, Article VIII, Section 3 of the Association's Declaration states that "Access at Reasonable Times The Council of Unit Owners shall have an irrevocable right and an easement to **enter condominium units for the purpose of making repairs to the common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving manifest danger to public safety or property, the Council of Unit Owners shall make a reasonable effort to give notice to the owner of any condominium unit to be entered for the purpose of such repairs.** No entry by the Council of Unit Owners for any of the purposes specified in this Section may be considered a trespass and the Council of Unit Owners is held harmless for any action it may take, in good faith, in reliance upon the provisions of this Section;" and

WHEREAS, Article XIV, Section 1 of the Association's Bylaws states that "Management and Common Expenses The Council of Unit Owners, acting by and through its Board of Directors, shall manage, operate and maintain the condominium and, for the common benefit of the unit owners, shall enforce the provisions hereof and shall pay out of the common expense fund herein elsewhere provided for the cost of managing, operating and maintaining the condominium, including, without limitation, the following: (f) the cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Council of Unit Owners is required to secure or pay for by law, or otherwise, or ***which in the discretion of the Board of Directors shall be necessary or proper for the operation of the condominium; provided, however, that if any of the aforementioned are provided or paid for the specific benefit of a particular condominium unit or units, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided in this Article;*** and (g) the cost of the maintenance or repair of any condominium unit ***in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common elements or to preserve the appearance or value of the condominium, or is otherwise in the interest of the general welfare of all the unit owners;*** provided, however, that, ***except in cases involving emergencies or manifest danger to safety of person or property,*** no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the condominium unit proposed to be maintained and, provided further, that the cost thereof shall be assessed against the condominium unit for which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said condominium unit at which time the assessment shall become due and payable and a continuing obligation of said unit owner in all respects as provided in Article VIII of these By-Laws;"

WHEREAS, Md. Code Ann., Real Prop. § 11-114 was passed by the Maryland Assembly imposing, among other things, a duty upon the Council of Unit Owners to repair common elements and units, exclusive of improvements and betterments installed by the unit owners, promptly unless: "(g)(2)(iii) 1. [i]f the 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 \$5,000.00 ;"

WHEREAS, Md. Code Ann., Real Prop. § 11-142(b) allows for an exception to Md. Code Ann., Real Prop. § 11-114, in the event that the declaration or master deed, bylaws, or plat provides for other provisions; and

WHEREAS, Article XIV, Section 1 of the Association's Bylaws allows for costs to be specially assessed to the owner or owners of specified units where maintenance or repair is reasonably necessary to protect the common elements, to preserve the appearance or value of the condominium, or in the interest of the general welfare of the unit owners; and

WHEREAS, Article VIII, Section 3 of the Association's Declaration allows for entrance into specified units to make repairs that are reasonably necessary for public safety or to prevent damage, with reasonable notice to the owners, or without notice in the event of manifest danger to public safety or property; and

WHEREAS, Md. Code Ann., Real Prop. § 11-125(e)(1) allows for the council of unit owners or its authorized designee to “have an irrevocable right and an easement to enter units to investigate damage or make repairs when the investigation or repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium;” and

WHEREAS, the Association wishes to clarify its policy with regard to maintenance, repairs and master insurance issues, given that the Association’s Declaration and Bylaws contain language which diverges from that of Md. Code Ann., Real Prop. § 11-114; and

WHEREAS, the Association has a foremost, primary fiduciary obligation to the members of the Association and the Association itself;

NOW, THEREFORE, BE IT RESOLVED THAT, with the above incorporated as if fully stated herein, the Board of Directors, after proper notice, in an open meeting held on _____, voted to adopt the following Maintenance / Repairs / Master Insurance Resolution applicable to all Owners, guest/visitors, occupants, tenants and other invitees of the Association, and this document shall replace and supersede any and all previously adopted resolutions to the contrary:

The Association shall periodically, at its discretion, make an effort to identify all vacant units and send notice to the Owner(s) informing the Owner(s) that the Owner(s) need to take any and all necessary and appropriate actions to secure their unit and assure that the unit is free and clear of any impairments which might cause damage to the condominium’s common elements or any other units within the condominium or to any persons or property. The notice to the Owner(s) shall be sent by certified and regular mail, as well as posted on the property. The Association shall maintain a record of all notices sent to Owner(s).

If the Owner(s), after notice is sent, fail to secure their property and damages stemming from said Owner’s property occur, said failure of Owner to take responsive action and secure their property shall be considered gross negligence on the part of the Owner.

In the event that Owner does not secure their property and/or respond in writing with reasonable resolutions to and verification of the required action to the written notices, the Association shall have the right to remove the current lock from the Owner’s unit and replace the lock to said unit. Replacement keys to the unit may be obtained through the Association. All costs associated with such entry, including any legal fees incurred, shall be the responsibility of the Owner.

The Association shall have the opportunity to enter into units to investigate damage or make any repairs necessary for public safety or to prevent damage to other portions of the condominium consistent with the Maryland Condominium Act and the governing documents. Nothing in this Resolution or the governing documents shall inhibit the Association’s right to use its discretion, weighing the Association’s financial position, the delinquencies within the community, the source of the damage, and other relevant factors before making cosmetic or

aesthetic repairs or other repairs which are not necessary to preserve the health, safety, or integrity of the property.

The Association shall have the right to assess any damages, and in the event that there are repairs that must be made to elements belonging to Owner's unit in order to abate additional damages from occurring, and Owner(s) have not responded to written notices provided by the Association or provided the Association with proof that the Owner(s) have remedied the issues causing damages, the Association may hire contractors or perform the repairs in part or in full before passing on the amounts to the Owner(s). The amounts, even if the costs exceed \$5,000.00, may be passed on to the Owner(s) as they accrue or as a final charge, at the Board's discretion.


In addition to recovering the amounts owed, all related legal fees and costs shall be recoverable against the owner or the persons who caused the damage both *in personam* and *in rem* to the extent either remedy is available to the Association. Any final judgments awarded shall not merge with the continuing obligation to pay all attorneys' fees and costs and that obligation shall continue until the damages are paid in full.


Nothing in this Resolution shall limit or restrict the Board's authority under the governing documents and Maryland law. Specifically, the Board shall not be limited from making alterations or amendments to this Resolution as the Board decides might be necessary or appropriate. No owner may consider or use this Resolution as a defense or grounds for any lawsuit even if the action or issue in question is specifically outlined in this Resolution because the Board of Directors has absolute discretion in interpreting this Resolution. Moreover, if any provision or part of this Resolution is found to be invalid the remaining provisions shall survive, including specifically claims against homeowners for gross negligence which are not governed by Md. Code Ann., Real Prop. § 11-114. Any use of the singular may be construed as the plural and vice versa. Failure to enforce parts of this Resolution against one Member shall not be considered a waiver of the right to enforce a violation against that same Member or any other Owner at another time.

AND, BE IT FURTHER RESOLVED THAT this Resolution shall be effective thirty (30) days after the date of its passage.

PASSED this 17th day of November, 2015 in accordance with the Maryland Condominium Act after proper notice to all owners and at an open meeting where all owners were given a chance to comment.

Authorized Representative, Board of Directors


Signature
Name Printed: Duane Staples
Board President
Date 11-17-15


Signature
Name Printed: Marquita Washington
Board Secretary
Date 11-17-15