



Shadowwood Condominium Association
11639 Stoneview Square
Reston, VA 20191-2952

703-620-5444 / voice
703-620-4233 / fax
www.shadowwoodcondos.com
president@shadowwoodcondos.com

**SHADOWOOD CONDOMINIUM ASSOCIATION
POLICY RESOLUTION 2009-04**

PREVENTATIVE MAINTENANCE PROGRAM, FAMILY UNIT and ASSOCIATION INSPECTIONS

WHEREAS, Article IV, Section 2 of the By-Laws assigns the Board of Directors with all the powers; and duties necessary for the administration of the affairs of the Association; and

WHEREAS, Section F, number 11 of the Master Deed; provides that the Association or its duly authorized representatives (and contractor{s}) shall have the right to enter any "family unit" in order to discharge the responsibilities of the Association under this Master Deed and the By-Laws during reasonable hours and after first giving notice to the co-owner thereof; and

WHEREAS, Article XI, Section 1 (b) of the By-Laws states, "Each co-owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or employees, tenants, agents, or licensees...;" and

WHEREAS, Article VI, Section 2 (a) of the By-Laws states, "Every co-owner must perform promptly all maintenance and repair work within his own apartment...;" and

WHEREAS, Article VI, Section 1 of the By-Laws requires all utilities serving the Property to be assessed as monthly assessments; and

WHEREAS, All unit owners share in the expense of the water and sewer utility; and

WHEREAS, The Association may hire contractors to assist the Association with its goal of minimizing the water and sewer and other energy and utility charges and all such contractors will require access to "family units"; and

WHEREAS, The association has promulgated rules and regulations regarding pets in the family units and has mandated fees be collected from the care-giver / owner of each animal for the purpose of offsetting the extraordinary maintenance and cleaning of the common elements, and to repair and replace such plantings and other common elements damaged by pets;

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Shadowwood Condominium Association (the "Association") hereby sets forth a policy concerning Preventative Maintenance, Family Unit and Association Inspections.

1. With the exceptions of emergencies and unit owner or resident requests, notices of preventative maintenance, family unit or Association inspections will be mailed via US Postal Service first-class mail or hand delivered to the unit owner, tenant, or designated property manager ("DPM") of each "family unit." The Association will make every effort to give between one (1) week and two (2) weeks notice prior to the scheduled date of the inspection, but reserves the right in appropriate circumstances to provide longer or shorter notice. The notice will contain the date and note that the inspection is scheduled for either before or after noon, subject to any emergencies or other circumstances that would change such scheduling.

2. Anyone wishing to reschedule the prescheduled inspections for another day during normal working hours maintained by the Association must do so by **written** request prior to the scheduled inspection date and at least three (3) days prior to the date they want the inspection performed. One such rescheduling will be granted at no additional cost to the unit owner, but each subsequent rescheduling request will be charged a fee of seventy-five dollars (\$75) to cover administrative costs and help defray the added costs of lost or wasted water and sewage treatment and other utility expenses, as applicable, suffered by the Association until the re-inspection period.
3. Anyone wishing to reschedule an inspection for a week-day evening (4:00-8:00 pm) or weekend (10:00 am - 3:00 pm) appointment must do so by written request prior to the scheduled inspection date and at least three (3) days prior to the date they want the inspection performed. A check or money order in the amount of seventy-five dollars (\$75) to partially offset the additional administrative costs generated by providing this special service must accompany the request. The maintenance person on call and/or the designated contractor(s) hired by the Association will perform the inspections.
4. All tenant requests must be communicated to the Association in writing by the recognized unit owner or designated property manager ("DPM"). The Association will neither acknowledge, honor nor accept any tenant requests for any reasons. In all cases, the unit owner will be responsible, and assessed, for any fees resulting from any tenant acts, refusals to act or requests.
5. Unit owner participation is mandatory for all "family units" whether occupied by the owner, leased or vacant. Any unit owner who refuses access to his unit or does not participate or allow access, in any way and for any reason, may be subject to enforcement proceedings by the Association including any legal, equitable and any other appropriate remedies under its governing documents and the law. Should the Association incur legal, attorneys' court or other administrative expenses, all such expenses in performing these inspections or gaining access to a "family unit" shall be charged to the account of the affected unit owner in the form of an assessment.
6. Any "family unit" the Association or its contractor(s) is unable to enter on the scheduled or rescheduled inspection date for which no written request for rescheduling has been received will be charged a two hundred dollar (\$200) administrative fee. This fee will be used to offset extraordinary water and sewage charges and higher fire insurance and all other expenses the Association bears from units not complying with the terms of this Policy Resolution.
7. In addition to all other remedies described herein, if the Association or its contractor(s) are unable to enter the unit, for any reason, on the scheduled or rescheduled date, the unit owner of any "family unit" will be called to a hearing pursuant to Section 55-79.80:2 of the Virginia Condominium Act, at which hearing violations assessments may be imposed.
8. The unit owner or DPM will be notified in writing of any covenant or rule violations discovered during the inspection and be given ten (10) calendar days to have repairs to such violations properly completed and/or mitigated, eliminated, resolved or cured, as applicable, to the satisfaction of the Association.
9. In any family unit in which a violation is discovered, the Association may conduct a re-inspection on the eleventh (11th) business day after the initial inspection. Unless prior arrangements are made with the Shadowood Condominium Association Board of Directors upon re-inspection, if the violation has not been cured, the Association will cause to have made the necessary repairs by properly licensed and insured agents or contractors of the Association's choosing and charge all associated costs to the unit owner's account plus an eighteen percent (18%) administrative fee of the associated costs to help defray the Association's costs of managing the repair process including any extra water and sewer costs associated with the leaks and higher fire insurance premiums and all other expenses the Association may suffer.
10. The Association will re-inspect a "family unit" once at no additional charge. Subsequent re-inspections will be charged to the unit owner account at a rate of seventy-five dollars (\$75) per re-inspection.

11. This Policy Resolution shall be included in the "resale disclosure package" required to be provided upon written request of the seller of a unit and shall be enforced and implemented by the Association and/or any management agents it may employ as may be authorized by the Shadowood Condominium Association Board of Directors.
12. In doing these inspections, the Association makes no warranties or other representations as to the condition of any unit component or fixture other than to note any problems or violations at the time of inspection. The unit owner shall remain solely responsible for the condition and maintenance of all unit components including, but not limited to, plumbing fixtures and appliances and all unit components that may be covered or affected by the terms of this Policy Resolution.

This Policy Resolution 2009-04 supersedes in its entirety Policy Resolution 2005-03 and is effective immediately.

SHADOWOOD CONDOMINIUM UNIT OWNERS' ASSOCIATION

BY: _____

Brian Olivia, President

Board of Directors

I hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors of the Shadowood Condominium Unit owners' Association this 16th day of July 2009, and is effective immediately on the date attested hereto.

ATTEST: _____

Michael Santos, Secretary

Not For Resale Disclosure Purposes

RESOLUTION ACTION SHEET

Resolution Type: Policy No. 2009-04

Pertaining to: Preventative Maintenance Program, Family Unit and Association Inspections

Duly adopted at a meeting of the Board of Directors held on July 16, 2009

Motion by: _____

Seconded by: _____

Vote:	YES	NO	ABSTAIN	ABSENT
Brian Olivia, President				
Rodgerick Newhouse, Vice President				
Michael Santos, Director				
Doris Schaefer, Director				
James Purvis, Director				

ATTEST:

Michael Santos, Secretary

File:

Book of Minutes 2009

Book of Resolutions: Book No. Page No.

Policy 1 1

Administrative

Special

General

Resolution effective: July 16th, 2009.