



Jim Banno

The Community Handbook: Part II Who's Responsible for What?

By Jim Banno

In an earlier article, I had written about the Community Handbook – the easy to understand association document that summarizes the day-to-day matters encountered by owners, residents and governing/managing entities. One of the most useful components of the handbook is the section devoted to defining maintenance responsibilities of the unit and the association (called “limits of responsibility”).

The exercise to create such a list is usually a simple matter of reviewing the condominium documents:

1. Review declaration for definitions of “common,” “limited common” and “unit”. When such definitions are weak, refer to the Connecticut General Statutes for such definitions.
2. Look again to association documents for instructions on what the “association” and what the “unit” are responsible to maintain (usually a section of the declaration titled “Maintenance, Repair and Responsibility”). If language is the weak, then refer to section that explains what common expenses are intended to cover.

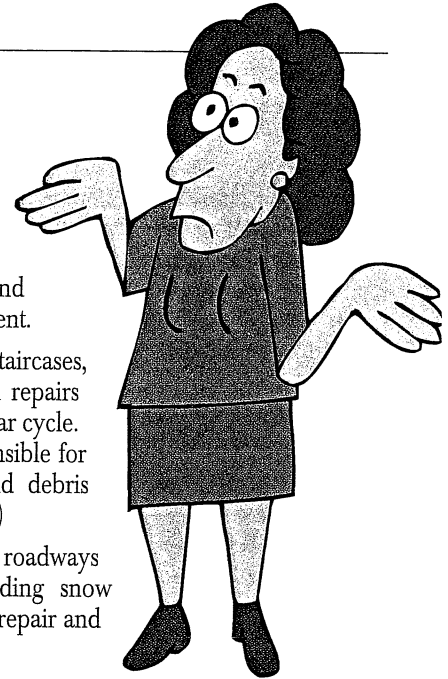
Developing a list of such maintenance responsibilities from the language in older documents, particularly pre-CIOA communities, can sometimes be quite a challenge. In such cases, use CIOA definitions, common sense and precedent to establish your “draft” list. Once a draft “Limits of Responsibility” list is established, publish it as a “notice and comment” release to the community with a proposed adoption date but subject to the input received from the community. Once adopted, incorporate the list into resale packages and community handbooks. A sample truncated list from a typical community is shown below. (Please note the policy statements incorporated into many aspects of the list.) There’s a quick quiz at the end of the list:

THE ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT:

1. Roof shingles, gutters and waterproofing membranes such as tarpaper, flashing and vent boots.
2. Exterior siding, exterior trim and waterproofing membranes.
3. Gas fired hot water heating systems servicing the units. This includes thermostats and bleeding lines that become air locked. It should be noted, however that the heating systems under the control of the Association have override controls that do not allow the system to fire when temperatures are marginally cold. For example, the controls will not allow the system to fire when outside temperatures or building temperatures are 65 degrees or greater. No heat calls that are responded to but turn out to be the result of system overrides on marginally cold temperatures will be billed to the unit.
4. Sprinkler systems, plumbing, water, sanitary waste and electrical services outside the sheetrock or sub-flooring of a unit only when

associated with normal wear and tear.

5. Common hallways including weekly vacuuming and annual washing and treatment.
6. Decks, porches, exterior staircases, railings including structural repairs as well as painting on a 7-year cycle. (Note that the unit is responsible for removing snow, leaves and debris from all porches and decks.)
7. Walkways, parking lot and roadways and front entrances including snow and leaf removal as well as repair and replacement.
8. Landscape and grounds maintenance including irrigation systems, turf management programs, trees and shrub care, planting bed maintenance, drainage and storm water systems. The exception is where a unit converts their limited common area at the rear of the unit into a flower or vegetable garden and clearly demarcates the area with 2” x 2” x 3’ high corner stakes painted green. If a demarcated area appears to be neglected, the association shall cause to have a 48-hour notice placed on the unit before cutting/trimming is done by Association landscapers.
9. Street and walkway lighting except that the unit shall be responsible for replacing as required any exterior light bulbs where the fixture is wired to the unit’s electrical service.
10. Sewer and water systems outside the defined limits of a unit except that a sewage block that occurs in any segment of the system that services a particular unit and the cause of the block can be reasonably ascertained as originating from a particular unit will be a unit responsibility.
11. Normal household trash removal except that the association will supply once per year bulk trash dumpsters (usually in the Spring) for resident only use.
12. Damage to the inside of a unit that is caused by a source outside of the unit’s boundaries and that is within the control of and listed as maintenance responsibility of the Association. The Association will make every effort to repair damaged unit areas to as close as possible their original condition. For example, a ceiling repair necessitated by a roof leak will be restored by attempting to blend any painting repair to as close as possible undamaged adjacent or contiguous ceiling areas.
13. The repairs done by the association necessitated by the error,



omission, neglect, action or in-action of the unit will be done by the association at the expense of the unit.

14. The association's responsibility to restore any portion of the property, including the units, may be limited in scope to original construction components of the property as shown in the original plans and specifications for the property.

THE UNIT OWNER IS RESPONSIBLE FOR:

1. All aspects of a unit visible from inside the unit including but not necessarily limited to paint, sheetrock, trim, as well as all visible concrete, electrical wiring and fixtures, plumbing systems that service that unit exclusively (including items inside cabinets and toilet wax seals).
2. TV, telephone and all IT wiring that service a unit exclusively.
3. All aspects of air conditioning including but not necessarily limited to cooling, humidity and quality of air.
4. All doors and windows that service a unit exclusively. This would include hardware, window screens, slider screens and the exterior cleanliness of windows, doors and screens.
5. Removal of all snow, leaves and debris from all balconies and/or patios that service the unit exclusively.
6. Exterior faucets controlled by a shutoff located inside the unit.
7. Care and cleaning of all chimney flues and fireplaces.

8. Kitchen and bathroom appliances, cabinets, tile including any venting and or waterproofing associated with them.
9. Nails pops, settling cracks associated with normal settling and or thermal expansion and contraction
10. Any exterior lighting fixture or electrical outlet that is controlled by a unit's circuit panel.
11. Doorbells and mailbox lock (including locks and keys).
12. Smoke, fire, burglar, noxious gas or similar alarm/monitoring systems within a unit.
13. Air quality and moisture control within a unit's boundaries.
14. Damage to common area property or other units caused by the neglect, act or omission of a unit owner, resident or guest.
15. The procurement of any service beyond those specified by the association such as bulk trash removal, painting decks in non-cycle years, etc. Please check with the association as these services may be available on a discount rate basis.

Quick quiz: In lists above can you find the answer to whom is responsible for radon gas, cigarette or cooking odors, "no heat calls" that exceed reasonableness, or a response to a resident that wants a room painted because of a ceiling stain? ■

Jim Banno is a community association property manager with Imagineers, LLC based in their Shelton office. He is a new member of the CAI-CT Publications Committee.

TRAVELERS 

Does your agent shop your renewals with all the leading condominium insurance carriers?



Please visit our new website:
www.BBLinsurance.com

QUOTES CERTIFICATES OF INSURANCE UNIT OWNER POLICIES

- * We offer extensive industry experience
- * Access to competitive rates from multiple insurers
- * Capacity for 50 million dollar umbrella policies
- * **GUARANTEED** next day service
- * The ability to place coverage - even with claims

phone: 860-232-4491
fax: 860-232-6637
email: info@BBLinsurance.com

Our sales team includes:

Rich Bouvier, Rob Bouvier, Tom Desmarais, Frank Johnston, David Pilon, Bill Strand