

THE PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION

POLICY RESOLUTION NO. 15 : ESTABLISHING IN-UNIT SERVICES PROGRAM

WHEREAS, the Board of Directors of the Unit Owners Association of ParcReston Condominium (“Association”), pursuant to Article III, Section 2 of the Bylaws, shall have all the powers and duties necessary for the administration of the affairs of the Association and the Condominium and may do all such acts and things as are not by the Condominium Act or the Condominium Instruments required to be exercised and done by the Association; and,

WHEREAS, Article VI, Section 5(B)(1) of the Bylaws creates certain obligations of the Unit Owners for maintenance of the Units; and

WHEREAS, Article VI and Article X of the Bylaws provides for remedies available to the Board for the collection of assessments; and

WHEREAS, Section 55-79.83.B of the Code of Virginia, as amended, states: “To the extent that the Condominium Instruments expressly so provide, any other common expenses benefiting less than all of the Condominium Units, or caused by the conduct of less than all those entitled to occupy the same or by their licensees or invitees, shall be specially assessed against the Condominium Unit or Units involved, in accordance with such reasonable provisions as the Condominium Instruments may make for such cases. The executive organ may impose reasonable user fees.” and

WHEREAS the Board of Directors wishes to establish an In-Unit Services Program for the convenience of the Unit Owners, and to impose reasonable fees for the provision of services under the Program, but reserves the right and sole discretion to terminate such Program or to deny services hereunder;

NOW THEREFORE, the Board of Directors resolves that the following policies and regulations relating to the establishment and administration of an In-Unit Service Program, are hereby adopted:

A. PARCRESTON IN-UNIT SERVICES PROGRAM

Services offered by the Association to Unit Owners shall be known collectively as the ParcReston In-Unit Services Program (hereinafter the “In-Unit Services Program” or “IUSP”), and income and expenses relating to such shall be identified in the financial statements and records as pertaining to the In-Unit Services Program.

B. ELIGIBILITY

Any Unit Owner who is and remains in good standing and in compliance with the Condominium Instruments and the Rules and Regulations, and who has demonstrated a consistent pattern of timely assessment payment, shall be eligible to participate in the In-Unit Services Program by submitting to the Association a completed Application for In-Unit Services. Non-Owner residents desiring such services must apply through the Unit Owner. All charges incurred shall be paid upon request. The Unit Owner will be responsible for any delinquent charges.

C. SERVICES OFFERED

Services are provided on a first come-first served basis, and appointments can be made upon specific request. Services offered as part of the IUSP include, but are not limited to, the following:

Kitchen

- Replacement of light bulbs
- Cabinet adjustments
- Drawer repairs
- Replacement of stove/refrigerator lights
- Garbage disposal repair/replacement
- Repair leak under sink—joint/trap/gaskets

Bathrooms

- Tub/faucet pop-up assembly repair/replacement
- Exhaust fan repair/replacement
- Toilets—running water, improper flushing, stopped up, handle adjustments
- Toilet paper holder repair/replacement
- Caulk sink top/bathtub
- Bathtub/sink faucet dripping
- Tub spout leaking/broken
- Showerhead repair/replacement
- Bathtub stopper/overflow
- Shower curtain rod replacement
- Towel bar (outside shower) repair/replacement
- Toilet seat repair/replacement
- Repair leak under sink—joint/trap/gasket

Closet Door Repairs

- Broken supports
- Tracks
- Shave or cut down to allow for carpets

Interior Door Repairs

- Shave or cut down to allow for carpets
- Door knob replacements

Bi-fold Door Repairs

- Shave for rubbing
- Re-adjust for latching
- Replace knobset

Heating and Air Conditioning Systems

- Inspect and/or replace filter
- Inspect evaporator coil, drain pan and condensate lines. Clean as needed.
- Add algaecide tablet to drain pan
- Program thermostats

Miscellaneous

- Picture/mirror hanging (depending on size, weight and location)
- Squeaky doors/locks
- Hallway light fixture repair/replacement
- Replacement of dimmer switches
- Replacement of bent closet rods
- Installation of simple closet shelving
- Replacement of closet lights/bulbs
- Installation of extinguisher
- Paint touch-up
- Small area drywall repairs
- Cleaning of window tracks
- Window screen replacement

The Board of Directors has determined which services and repairs are included in the In-Unit Services Program, in part based upon the training, skill and expertise of the Site Staff, who are employees of the Managing Agent or other Association contractors. The Site Manager, as the Board's agent, has the authority to determine on a case-by-case basis whether a particular service will be offered. In no event will the Association perform any services for which a license or building permit is required.

D. SERVICES NOT OFFERED

The following services are not offered, and are not currently being contemplated, under the IUSP:

- Any plumbing and/or electrical repair that requires a licensed electrician and/or plumber
- Repairs to major appliances, such as stoves, ranges, microwaves, refrigerator, freezer, ice maker, HVAC convectors
- Full room painting, plastering and drywall repair/replacement
- Parquet floor tile repair/replacement
- Carpet or rug repair/replacement
- Telephone / cable service
- Window repair/replacement
- Balcony door repair/replacement
- Unit alarm systems

If there are any questions about what services may or may not be listed, Please contact the Association Management Office.

HOURLY CHARGES

Unless otherwise noted, all fees for services will be charged on an hourly basis. The fee amount does not include parts, which shall be supplied by the owner/resident unless otherwise noted. Hourly rates are subject to change as approved by the Board. **See the attached Appendix A for the current hourly fee schedule.**

FLAT RATE CHARGES

Flat rate charges are subject to change upon notice. See **Appendix A** for a current listing of flat rate

charges. Flat rate charges are applicable only during normal business hours. The flat rate includes labor, parts are supplied by the owner/resident unless otherwise noted. The flat rate charges will be applicable to the following maintenance services.

- Replace light bulbs.
- Replace mailbox locks.
- Replace entry door handle.
- Lock out service.
- Replace smoke detector.
- Snake/Unclog Drains
- Replace Bathroom Kit/Toilet Flush Valve (Note: Some piping and/or fixtures may need to be handled by a licensed plumber).

FOR SERVICES NOT INCLUDED

The Association Management Office maintains a list of competitive contractors as a convenience only. The list contains the names of contractors recommended by other Unit Owners, residents or in some cases, contractors who have performed work successfully for the Association. This list is not to be construed as an endorsement by the Association and Unit Owners should take such independent steps as you deem necessary to determine whether a particular contractor is acceptable to you. In addition, this list does not indicate Association approval of any repair, alteration or improvement that would require prior approval of the Board of Directors. The Association assumes no responsibility for any services provided by these contractors.

E. FEES FOR SERVICES

All participants receiving services under this IUSP understand that payment in full is due at the time of service. The billing and collections procedures for the In-Unit Services will be accomplished via the Association's Management Office. All charges for In-Unit Services will be considered assessments. Delinquent charges shall be charged against the Unit Owner. Delinquent Unit Owners will receive written notice that the member shall be ineligible to participate in the In-Unit Service Program for a period of ninety (90) days from the date of the notice. Unit Owners becoming delinquent a second time will receive written notice that the member shall be permanently removed from the In-Unit Service Program.

F. DELEGATION OF AUTHORITY TO SITE MANAGER

In order to effectively administer the In-Unit Services Program, the Board hereby delegates administrative authority to the Site Manager. All requests for services under the In-Unit Services Program must go through the Association's Management Office. The Association's Management Office shall maintain a written record of all requests under the program. The Site Manager shall submit to the Board, as part of the regular management report, a summary of activities under the program.

G. USE OF MANAGING AGENT AND ASSOCIATION CONTRACTOR EMPLOYEES

Employees of the Managing Agent and other employees of Association contractors assigned to the Property (hereinafter "Site Staff") may only enter a Unit to perform services under this program, upon the instruction and direction of the Association's Management Office and only with a written work order in possession. Therefore, no Unit Owner may make any direct request of an employee to perform services under this program, and all employees are directed to decline any such request. Any Site Staff Member found in violation of this requirement may be subject to immediate review and possible dismissal.

H. WORK PRIORITIES

Except in an emergency where life, limb, or property are imminently threatened, the routine work and services of the Association (which are for the benefit of all Unit Owners), shall take priority over an individual Unit Owner's request for services under the In-Unit Services Program. The Site Manager shall schedule work under the In-Unit Services Program to meet the needs of both the Association and participants in the In-Unit Services Program, taking into consideration Association priorities in cases where there may be a conflict.

I. CHANGES TO IN-UNIT SERVICES PROGRAM

The Board reserves the right to change the Fee Schedule and to add, to delete, or otherwise change any of the services or procedures relative to the In-Unit Services Program. Such change shall be communicated to participants affected as determined by the Board.

J. RIGHT TO TERMINATE PROGRAM

The In-Unit Services Program is offered as a benefit and convenience to participants, and there is no obligation for the Association to continue offering such services. The Board reserves the right, therefore, to terminate the In-Unit Services Program at any time without notice or to decline to provide services under the program within its discretion.

K. INDEMNIFICATION

Each Unit Owner, by subscribing to the In-Unit Services Program, agrees to indemnify and hold harmless the Association, Management and its staff from and against any and all damages or claims for damages associated with entry into the Unit or the performance of work requested. No warranties will be provided on the labor or materials.

APPENDIX A
FEE SCHEDULE

Fees adopted by the Board of Directors effective _____, 2011.

Hourly Fees

Minimum Charge (½ hour or less)	\$25.00
Hourly Rate (Regular Hours)	\$50.00
Overtime Fee (After hours Weekends and Holidays)	\$75.00 (All calls will be at managements discretion)

The Unit Owner shall provide all parts and materials, unless otherwise noted. Any parts and materials provided by the Association shall include all costs for parts and materials, plus an overhead of 20% for administration and will be passed on to the individual owner/resident.

When a key is not provided by the Unit Owner and one is not on file with the Management Office, entry into the Unit is prohibited, and the participant will be assessed an administrative charge equal to the minimum hourly charge set forth above.

Flat Fees

Kitchen and Hallway Lights	\$30.00
Replace Bulbs	\$15.00
Mail Box Locks & Keys	\$25.00
Entry Door Handle Replacement	\$25.00
Lock Out Service	\$25.00
Smoke Detector Replacement	\$40.00
Snake/Unclog Drains	\$50.00
Replace Bathroom Kit/Toilet Flush Valve	\$25.00
Garbage Disposal Replacement	\$75.00

Unit Owner pays for 1st hour or flat fee upfront & then are billed for any additional time.

APPLICATION FOR IN-UNIT SERVICES PROGRAM

Unit Owner Name: _____ Phone Number: _____

Unit Address: _____ Date: _____

1. I (We) apply for the privileges of the In-Unit Services Program, pursuant the (the “Program” or “IUSP”) following terms and conditions:
2. The fee schedule in effect at the time of service will be followed.
3. All charges under this Program will be paid in full.
4. I/We understand that by joining the IUSP, my/our tenants, if applicable, may request services under the Program and I/We will be responsible for the charges incurred. This issue should be addressed in any lease agreement entered into with a tenant.
5. I/We agree to indemnify and hold harmless the Association, its agents and employees from and against any and all liability for damages or claims associated with entry into the Unit or the performance of work requested, except in the case of their gross negligence or willful misconduct. In no event shall the Association be responsible for the acts or omissions of independent contractors. I/We accept full responsibility for any injury or damage to the Association, its agents or employees that may occur while performing work due to the condition of my/our Unit or its contents.
6. A working copy of the keys to the entrance of the Unit (if not already provided) is provided with this application for use by the Site Staff, who are employees of the Managing Agent or other contractors employed by the Association, in performing all requested work under this Program, or other Association services performed pursuant to the Condominium Instruments and rules and regulations.
7. The Site Manager has full authority to determine if services requested should be provided under the In-Unit Services Program and to schedule the work, and may schedule the work so that it does not interfere with the normal routine for the Site Staff.
8. I/We agree to the above terms and conditions, and to the terms set forth in the In-Unit Services Program Resolution, which I/We have read and which is incorporated herein by reference. [SIGN BELOW]

Unit Owner(s): _____ Date: _____

**Note: Unit Owner must sign the form for his/her tenant to use the service as the owner is responsible for his/her Unit.
Association Use Only:**

Application Received: _____ Posted: _____ By: _____