



## **Building Maintenance**

**Exterior Surfaces.** It is the policy of the Huntington Homeowners' Association to maintain the exterior of all of the buildings at the Huntington in accordance with the governing documents, as interpreted in legal opinions received in December, 2005, and in February, 2004, from the law firm of Becker and Poliakoff. If any of the policies listed below conflict with the governing documents, then the governing documents shall take precedence.

### **Repair and Replacement.**

The exterior of a building includes clapboards, trim boards, gutters, roofing shingles and flashing. It does **not** include anything that lies beneath those surface materials, such as building sheathing.

The Association shall hire and supervise qualified contractors to make all repairs to exterior surfaces at the Huntington. Individual unit owners may **not** undertake such repairs or maintenance themselves, nor may they hire contractors to do so.

In the case of normal wear and tear, the cost of maintenance or repair to exterior surfaces shall be born by the association.

In the case of casualty incidents, the cost shall be borne by the individual unit owner. Casualty incidents include anything that could be covered by insurance, such as an automobile hitting a wall and breaking some clapboards.

### **Annual Inspection**

The Board of Directors or its designee at least once a year shall examine the exterior of all buildings to assess any surface damage that needs to be repaired. Any necessary repairs, as determined by the Association, shall be made in a timely manner following the inspection.

This includes repairs or maintenance necessitated by normal wear and tear, and by casualty incidents.

### **Non-surface Materials**

In some cases, a contractor that is making repairs to surface materials may discover that there is also damage to underlying materials that are the responsibility of the unit owner, rather than of the Association. This would include such things as the sheathing that underlies the clapboards. In such cases, the Association shall hire a contractor to make all of the repairs, with the cost to be shared as appropriate between the Association and the owner.

### **Scheduling and Payments**

In some cases, as stated above, the unit owner is financially responsible for some or all of the repairs that are undertaken by the Association.

In these cases, the Association shall coordinate scheduling and payment with the owner. The contract proposal for the work shall be itemized, and when the work is complete an invoice sent to both the owner and the Association, for each party's portion of the work.

If an owner is unresponsive or refuses to cooperate, the Association shall undertake the required work and then assess the owner for the cost. In such cases, the owner shall be given 60 days in which to pay the bill. If payment is not made within that time, then the Association may pursue legal remedies.