

**RESOLUTION NO. 1**  
**MAINTENANCE RESPONSIBILITIES**

WHEREAS, the Board of Directors of the Linwood Court Condominium Association a/k/a Townhomes of Linwood Court (“Linwood Court”) is charged with the responsibility for enforcement of the specific provisions of the Master Deed of Linwood Court; and

WHEREAS, Section 5.02 of the Master Deed defines Limited Common Elements to include, but not limited to, the following: “Exterior front entry stairs and landings, handrails attached to same, privacy fences, enclosed and unenclosed patios, decks or balconies, assigned parking spaces and driveways leading to the Units having motor vehicle garages ...”;

WHEREAS, Section 5.02 further states that “Limited Common Elements and their use must be in compliance with governmental regulations, laws, the Association’s Rules and Regulations, Bylaws, this Master Deed and Amendments or Supplements to any of same”;

WHEREAS, the Master Deed at Section 5.04 provides that “The Association shall have the right to promulgate, adopt, amend, publish, and enforce such Rules and Regulations as it may deem appropriate or necessary to regulate Unit Owner’s use, cleaning, maintenance, repair, or replacement of Units as well as snow and ice clearing, and the Limited Common Elements that are the responsibility of Unit Owners to assure safety, aesthetic, architectural and visual harmony. Such Rules and Regulations may include, but are not limited to, schedules, standards, specifications, materials, colors, and manufacturers;”

WHEREAS, pursuant to Section 5.5 of the Master Deed, “The Owner of a Unit is responsible for the cost and expenses for snow and ice clearing of each Unit’s exterior front entry stairs, front entry landings, exterior front entry walkways and driveways providing access to garages that are part of the Unit. The Association or its designated representatives will

determine when and to what extent snow and ice clearing will be undertaken. Specifications published by the National Redi-Mix Concrete Association, 900 Spring Street, Silver Spring, Maryland 20190 require that concrete is to cure for a full year after installation before use of any type of de-icing salts or other materials like calcium or sodium chloride. Accordingly, the Association, Unit Owners and all others must not use de-icing products containing salts on any uncured concrete surfaces. The Association and Owners are never to use ammonium sulfate or ammonium nitrate as they are chemically aggressive and destroy concrete. Clean sand is to be used for traction. All maintenance, cleaning, repair and replacement of Limited Common Elements are the responsibility and financial obligation of the Association. However, the Owner of a Unit having exclusive use of any Limited Common Element is responsible for the cost and expenses of any maintenance, cleaning, repairs or replacement of that Limited Common Element due to the Owner's own negligent act or omission, misuse or neglect, or the negligent act or omission, misuse or neglect of their family members, pets, guests, visitors or occupants, regardless of whether authorized by the Unit Owner";

WHEREAS, Section 8.05 of the By-Laws for Linwood Court state that "If damage is caused to the Common Elements or to Units owned by others or maintenance, repairs or replacements are required which would otherwise be a Common Expense, that are caused or are due to the negligent act or omission or of misuse by a Unit Owner, or a member of the Unit Owner's family or household pet, guest, occupant or visitor (whether authorized or unauthorized by the Unit Owner), the responsible Unit Owner is liable and must pay for any such damages, liability, costs and expenses, including attorney and para-professional fees, caused by or arising out of such circumstances as a Remedial Common Expenses Assessment. Any such

maintenance, repairs and replacements to the General or Limited Common Elements or to Units are subject to the By-Laws and Rules and Regulations”;

WHEREAS, Unit Owners are required to properly maintain the Limited Common Elements that exclusively serve their Units. If any repair is needed to the Limited Common Elements that exclusively serve a Unit, the Unit Owner must retain detailed records of any maintenance performed and receipts, cancelled checks and other proof that they have provided and/or performed the maintenance required under the Master Deed and By-Laws.

WHEREAS, in addition to the areas specifically identified in Section 5.5 of the Master Deed for which the Owner of a Unit is responsible for snow and ice clearing, each Unit owner shall be responsible for clearing of snow and ice from their rear exclusive use decks. The procedures in connection for snow and ice removal from the exclusive use decks shall be the same as those set forth in Section 5.5 of the Master Deed. It is also important that you properly maintain your rear decks with a maintenance solution or similar wood protection satin or water repellant to insure that the decking, railing and stairs are protected from rain, snow and ice.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE LINWOOD COURT CONDOMINIUM ASSOCIATION THIS \_\_\_\_1\_\_\_\_ DAY OF \_\_\_\_Sept\_\_\_\_\_, 2013.

LINWOOD COURT CONDOMINIUM ASSOCIATION

By: Russ Smith

Secretary

Adopted: \_\_\_\_\_