

**ROLLING RIDGE CONDOMINIUM ASSOCIATION  
POLICY RESOLUTION NO. 15-1**

(Policy Requiring Owners/Residents to Maintain Mandatory Minimum Temperature in Unit and  
to Take other Preventive Measures)

**WHEREAS**, Article III, Section 2 of the Bylaws provides the Board of Directors with the power to adopt Rules and Regulations; and

**WHEREAS**, in order to protect the Condominium from damages during the winter months, the Board has determined that it is in the best interest of the Association to adopt Rules and Regulations that establish certain mandatory precautionary measures that owners must perform;

**NOW, THEREFORE, BE IT RESOLVED** that the Board duly adopts the following policy.

1. If the unit is vacant, up for sale/rent, or otherwise uninhabited, the owner bears special burdens in order to comply with the requirements of this policy. In such instances, the owner should enlist the services of a property manager or other such professional service in order to ensure compliance with the requirements of this policy. If the unit is inhabited by the owner, it is the responsibility of the owner to ensure that the requirements of this policy are followed. If the unit is inhabited by a tenant, it is the responsibility of the owner to ensure that his/her/their tenants and/or property manager follow the requirements of this policy.
2. A minimum temperature of 62 degrees Fahrenheit must be maintained in every unit at all times.
3. If an owner fails to comply with this policy, the Board will consider such action/inaction to be negligence, at a minimum. The Board reserves the right to specially assess the unit owner in an amount equal to all of the costs and fees incurred by the Association to repair any damages caused by the owner's failure to keep the temperature in the unit above 62°F.
4. The Association reserves the right to direct agents of the Association to enter units in order to adjust the controls within the unit to the required temperature. This right will be exercised when the Board of Directors and/or the management agent believes it is necessary to protect the Condominium from damage. Prior to such entry, the Association shall deliver written notice to the owner and shall schedule the entry at a time reasonably convenient to the owner. In the case of an emergency, the right of entry may be exercised immediately and without prior notice.
5. In cases where the owner has suspended or failed to activate heating services within his/her unit, the Association further reserves the right to obtain heating services for the unit in the name of the Association and to then bill the owner for the costs of establishing and maintaining the heating services.

6. Each owner shall take pro-active care for all of the water-based appliances and equipment, such as the HVAC unit, the refrigerator, dishwasher, washing machine, toilets, showers, etc. In this regard, owners should have a competent professional inspect all equipment, pipes, lines and hoses at least once a year and perform such repairs and/or replacement as are necessary to protect the unit, the Condominium from property damage.
7. Each owner shall drain all exterior hose bibs every fall. This requirement involves turning off the valve for the hose bib on the interior of the unit and then turning on the valve of the hose bib on the exterior of the unit until all of the water is drained from the pipe. The owner should keep the valve on the exterior hose bib open so that any water remaining in the pipe can expand in the cold weather without causing the pipe to break.
8. If the unit is vacant, the owner shall ensure that all cabinets, closets and doors that have plumbing behind should be opened to allow heat to access those areas.
9. If an owner is performing renovation or other work to the interior of the unit, the owner shall ensure that adequate insulation is installed, particularly on exterior walls.
10. If the National Weather Service predicts temperatures of 32°F or below, the owners shall allow a small amount of water to trickle from a sink or water spout in order to keep the water moving within the interior and exterior pipes in order to prevent freezing.
11. The owner shall ensure that all interior water supply lines are properly insulated.
12. The Association recommends that owners document any measures taken, including but not limited to, pictures, invoices, date logs, videos, to demonstrate compliance with this Resolution.
13. Condominium ownership can be more complex than other forms of property ownership. For example, there is infrastructure assigned to each unit that serves only that unit, yet the owners cannot see or easily inspect this infrastructure, such as pipes and other types of equipment located behind walls or underneath floors; nonetheless, the Bylaws make owners responsible for this infrastructure if the pipe or equipment serves the Unit. Owners are strongly encouraged to obtain an HO-6 insurance policy to cover this liability exposure. It is also an unfortunate reality that the Association cannot afford to accept more responsibility than is delineated in this policy. There will be circumstances when the Association will have to open up walls or perform other forms of invasive investigation in order to determine the origin of a leak and the appropriate repair. The Association will perform all appropriate measures to mitigate this inconvenience to owners who experience a water leak and related damages; however, the Association cannot and will not accept responsibility for the full restoration of the unit unless the origin of the damage is from a source within the common elements. Again, owners are strongly encouraged to obtain an HO-6 insurance policy to cover this risk.
14. In non-emergency cases, the Association shall deliver written notice to the owner advising the owner as to the services required and the total costs and fees incurred by the Association prior to the imposition of these charges on the account of the owner.



15. The owner shall have 15 days from the date of the notice to appeal any determination made by the Board or its agent and/or to request a hearing before the Board in writing. Such written appeal must be hand-delivered or post-marked for mailed delivery to the managing agent within the allotted time period. If no appeal is made within the allotted time period, the owner shall be deemed to have waived his/her right to appeal the charges and the Board's decision shall be final.
16. The Board shall review and act upon any timely filed appeal. If an owner requests a hearing in his/her appeal, the Board shall schedule the hearing at its discretion and shall send notice of the date, time, and place of the hearing to the unit owner by certified mail, return receipt requested at least 14 days in advance of the date of the hearing, unless the unit owner agrees to an earlier date.
17. At any such hearing, the Board shall provide the owner with a full opportunity to be heard and to contest the determination of the Board. The Board shall furnish the Unit Owner with a notice of its decision within 7 days from the date of the hearing.
18. The provisions of the Bylaws with respect to the responsibility for payment of all assessments or special assessments, including the provisions applicable to the payment of costs, interest, and legal fees, shall be fully applicable to any assessment made pursuant to the provisions of this Resolution.

This Resolution was adopted this 30<sup>th</sup> day of April, 2015, by the Board of Directors.

ROLLING RIDGE CONDOMINIUM ASSOCIATION

By: Betty Holland  
President