

**PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION**

**POLICY RESOLUTION NUMBER ELEVEN**

**UNIT SERVICES PROGRAM**

**RELATING TO SERVICES PERFORMED BY ASSOCIATION  
PERSONNEL WITHIN A UNIT**

**WHEREAS**, Article III, Section Two, of the Parkfairfax Condominium Unit Owners Association Bylaws assigns the Board of Directors with "...all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association," and further states that the Board of Directors "...may do all such acts and things as are not by the Condominium Act, The Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association;" **AND**

**WHEREAS**, Article III, Section Two C, of the Parkfairfax Condominium Unit Owners Association Bylaws requires the Board of Directors to "provide for the operation, care, upkeep, and maintenance of all of the property and services of the condominium;" **AND**

**WHEREAS**, the Board of Directors deems it in the best interests of the Association and of the individual unit owner to offer a program whereby a unit owner may make use of Association staff and materials to facilitate repairs within a unit; **AND**

**WHEREAS**, it is necessary to establish guidelines and procedures for the delivery of such a service;

**NOW THEREFORE, BE IT RESOLVED THAT** the following guidelines and procedures be adopted:

1. **NAME:** Services offered by the Association to unit owners and tenants pursuant to this resolution shall be known collectively as the Unit Services Program (USP), and income and expenses relating to such shall be identified in the various financial books and records as pertaining to the Unit Services Program.
2. **ELIGIBILITY:** Any owner who is and remains in compliance with the Condominium Instruments and the rules and regulations of the condominium and has demonstrated a consistent pattern of timely assessment payments, shall be eligible to participate in the Unit Services Program by submitting a completed application (Exhibit A) accompanied by a deposit as set forth by the Board of Directors. Tenants desiring USP services may obtain work only after the unit owner has provided written authorization stating the tenant may request services. If a tenant whose landlord has authority to request services, requests services that the General Manager or the General Manager's designated staff representative judges to be beyond the tenant's authorization, the General Manager or the General Manager's designated staff representative shall contact the owner for further authorization. All charges incurred by either unit owners or tenants will be billed to the

unit owner and any and all such charges incurred shall be treated as a condominium assessment against the owner and such unit owner's condominium unit for the purposes of the condominium instruments and the Virginia Condominium Act, including Section 55-79.84. The Association shall have the authority to collect any and all such charges in the same manner as a condominium assessment, including the filing of a lien, consistent with and pursuant to the Association's condominium instruments and the Virginia Condominium Act. In all cases, the unit owner is personally liable and responsible for paying all outstanding charges.

3. **SERVICES OFFERED:** Exhibit B contains examples and description of services provided under the Unit Services Program. USP services may be added, deleted, or changed at the discretion of the Board of Directors.
4. **LABOR RATES AND FEES:** The fee schedule for services is set forth on Exhibit B. This schedule may be amended by the Board of Directors at any time without prior notice to the owners. All owners receiving services under this program will be billed for such services within five working days after the completion of the work order. Payments are due in full upon receipt of the invoice. No employee of the Association may accept payment for services performed under this program before the billing described has been made to the owner receiving such services. Charges which are more than thirty (30) days past due are considered delinquent. A late notice will be mailed to the unit owner and will provide a final due date.
5. **DELEGATION OF AUTHORITY TO GENERAL MANAGER:** In order to effectively administer the Unit Services Program, the Board of Directors hereby delegates the authority to conduct the Unit Services Program to the General Manager or the General Manager's designated staff representative. All requests for services under the Unit Services Program must go through the Association Office. A record of all requests under the program shall be maintained by the Association Office. The General Manager shall submit to the Board of Directors, as part of the regular Management Report, a summary of activities under the program.
6. **USE OF ASSOCIATION EMPLOYEES:** Association employees may enter a unit to perform a service under this program, only upon the instruction and direction of the Association Office, and with a written work order in their possession. No owner may make a direct request of an employee to perform services under this program and all employees are directed to decline any such request.
7. **RIGHT TO TERMINATE PROGRAM:** The Unit Service Program is offered as a benefit and convenience to owners and tenants, and as such, there is no obligation for the Association to continue to offer the service. The Board of Directors reserves the right, therefore, to terminate the Unit Services Program (USP) at any time without notice.
8. **INDEMNIFICATION:** Except to the extent covered by insurance, including the Association's workers compensation coverage each owner, by subscribing to the Unit Services Program, agrees to indemnify and hold harmless Parkfairfax C.U.O.A., all

members of the Board of Directors, Association employees, and agents, from and against any and all damages or claims in the event of any injury, accident, illness or damage in connection with the entry into the unit or the performance of the requested work.

9. **EMERGENCY:** In order to prevent possible damage to Association or other unit owner property, minimum required service will be provided to delinquent members in cases of emergency, defined as follows:
  - A. No electricity in the unit. Only to the extent of determining if the outage is related to an Association responsibility and performing the needed repair if it is the Association's responsibility.
  - B. Stopped-up bath and kitchen sinks and bathtubs.
  - C. Clogged, or backed up toilet.

**EXHIBIT A**

**PARKFAIRFAX CONDOMINIUM UNIT OWNER'S ASSOCIATION  
UNIT SERVICES PROGRAM (USP) APPLICATION**

Unit Owner's Name(s) \_\_\_\_\_

Telephone Number(s) \_\_\_\_\_ (H) \_\_\_\_\_ (W)

Building Number and Street Address \_\_\_\_\_

Tenant Name and Telephone Numbers (if applicable): \_\_\_\_\_

\_\_\_\_\_

Please check one of the following:

\_\_\_\_ I/We authorize \_\_\_\_\_, my tenant to request services.

\_\_\_\_ I/We DO NOT authorize anyone other than myself to request services.

\_\_\_\_ I/We authorize \_\_\_\_\_, my agent, to request services.

Unit Owner's Mailing Address (If other than unit address):

\_\_\_\_\_

\_\_\_\_\_

I/We as unit owner(s) apply for membership of the Unit Services Program of Parkfairfax Condominium Unit Owner's Association subject to the rules and regulations of the Condominium, including Policy Resolution 11 and agree to the following terms:

1. The fee schedule in effect at the time of service will be followed.
2. All charges incurred under this program are the responsibility of the Unit Owner, and **payment is due upon receipt**. If the invoice payment is not received within thirty (30) days the account is considered delinquent and a late notice will be sent to the owner.
3. The undersigned unit owner(s) hereby agrees that any and all charges incurred under this agreement shall be and may be collected by the Association as a condominium assessment against the owner and against such unit owner's condominium unit for the purposes of the

Association's condominium instruments and the Virginia Condominium Act, including Section 55-79.84. and consistent therewith.

4. The undersigned unit owner hereby agrees to comply and abide with the terms and conditions of the Association's Unit Services Program Policy Resolution Related to Services Performed by Association Personnel within a Unit, as amended.

\_\_\_\_\_  
Unit Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Owner Signature

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**Office Use Only**

USP Director Signature: \_\_\_\_\_

copy to: Unit Owner  
Unit File

## **EXHIBIT B**

### **WHAT IS DONE UNDER USP?**

#### **GENERAL**

1. We will respond to all sink and drain stoppages, on an emergency basis, regardless of USP membership. Common element stoppages will not be charged. If stoppage is in a pipe within the unit's system.
2. We will try to accommodate appointments for service calls and do not guarantee work will be performed on a specific day. We will try to accommodate residents, when possible, in scheduling work inside a unit.
3. We do not install or repair any homeowner purchased items.
4. Dogs should be contained prior to a worker entering a unit. If we enter a unit and have to reschedule because a dog is not crated, there will be a \$25 service fee.
5. Replacement of outside main circuit breakers is a common element expense and not billed to the unit owner.
6. We do not do cleaning, floor work, carpentry or remodeling.
7. If a service request cannot be completed due to a dog loose in the unit or if a service request is canceled after we attempt to enter a unit, there will be a \$25 service fee.

#### **PLUMBING**

1. Drains - Stopped up kitchen sinks, toilets, bath sinks, and bath tub drains can be cleared. The technician may use a K37 snaking machine, plunger, and/or drain cleaning chemical. Owners will be charged for any stoppage that occurs in the drain pipe from the inlet to 1 inch inside the wall. Stoppages in the stack pipes or main sewers under the building are common element expenses and not are charged to the unit owner.
2. Faucets - Kitchen and bathroom faucets may be repaired by installing repair kits, "O" rings, aerator seals, and/or gaskets. If the faucet has an internal crack, fracture, or other flaw, it will have to be replaced. We have two handle and single handle faucets available. If the bath faucet is replaced, the drain/pop up assembly must also be replaced along with the supply/line connections. We also stock and install gold Moen lavatory faucets.
3. Tub Diverter/Shower Assembly - We can replace shower hose, spray head, holder and tub spout. We can replace the Bradley repair kit in the diverter. We do not replace the diverter assembly in the tub.

4. Bath Tub - We can re-caulk shower boxes and bath tubs (where the tub meets the tile wall), after removing old caulk. We can replace tub overflow gaskets and chrome cover plate. We do not re-grout ceramic tile walls or do tile repairs.
5. Garbage Disposal - We can reactivate the disposal by pressing the reset button, clearing jams out of the blade area, or replace the disposal. If replaced, we will replace any connecting drain piping required.
6. Water Supply Piping, Drain Piping - We repair leaks and replace fittings, connections, and couplings as needed. We can install Back-Flow Preventers on water supply piping to the kitchen faucet.
7. Toilets - We can replace the Fluid master, seals, flapper, lift handle, overflow tube, toilet seat, wax ring, and the complete toilet as needed or specified. Replacement toilets are water saving models and are sold and installed at a greatly reduced price.
8. Plumbing Inspection (No Charge) - A visual inspection is made to see if faucets or toilet is leaking/running. Water is drawn through faucets to see if there are any leaks from joints or in the drain piping. We inspect the condition of the tub wall grouting and caulking. If a portable washer (clothes or dishwasher) is observed in the unit, a back flow preventer can be installed, if needed. The tub overflow gasket is inspected by removing the cover plate. The tub diverter is inspected by removing the chrome cover around the tub valve handle. We do not take any faucets apart during the inspection.
9. If the only discrepancy found is a minor item such as a bad overflow gasket or clogged Fluid master seal, the inspector will replace it or attempt to repair it at no cost to the resident.
10. Bathroom Pedestal Sinks - We can replace bathroom pedestal sinks. A suitable unit will be stocked.
11. Notes on Plumbing - We do not install or repair any owners purchased fixtures or parts. We do not remodel. We do not do tile work or install sinks. We do not work on, or install, a resident's appliances (dishwasher, water purifier, etc.).
12. Stoves - We do not do any repairs to stoves. We do not adjust thermostats, replace valves or regulators, or make any component repairs or replacements. We will not disconnect stoves or move stoves for cleaning purposes. However, we will coordinate gas shut-offs so that an owner may replace their stove. We require a 10 days notice for gas shut-offs in this case we will deliver notifications to affected units, turn the gas off at the agreed time, turn the gas back on, and re-light pilots in the neighboring units.
13. Refrigerators - We do not do any repairs to or replacements of refrigerators.

## **UNIT REPAIRS**

1. Entry Door Locks - We can repair mortise locks if parts are available. We replace mortise lock cylinders. We have “keyed-alike” replacement cylinders available for units with back doors. We can install and/or replace a single or double cylinder dead bolt locks. “Keyed-alike” cylinders are available.
2. Entry Door Hardware - We can replace mail slots, door knockers, and peepholes, in addition to door locks.
3. Note: We do not shave doors or replace storm doors or interior doors. We do not install weather stripping, or install an owner purchased lock or hardware. We can replace most hardware on storm doors if they are compatible with universal or generally available parts.
4. Windows - We replace broken window glass on casement windows and back doors. We will also install torx screws on windows to help make units more secure. We do not work on replacement windows.
5. Smoke Detectors - We furnish and install battery operated smoke detectors.

## **ELECTRICAL**

1. Fixtures - We will replace fluorescent tubes and/or plastic cover diffusers in the kitchen light. We will not replace tombstones, ballast, or the entire fixture. We will replace the socket inset on the bath light fixture. We will also stock and install 24" square kitchen ceiling fixtures (with wood trim). We will retrofit 40 watt fluorescent kitchen light fixtures with energy saving T-8 ballasts and light bulbs.
2. We will replace the bath light fixture. The hall light fixture can be repaired by replacing the socket insert, switch, or the entire fixture can be replaced. The entry light fixture can be replaced with a solid brass fixture with photocell. We stock and install gold (five light) chandeliers.
3. Switches/Receptacles - We can replace switches/receptacles with GFI and the polarized grounded type. We can also install a dimmer switch in the dining room.
4. Wiring - We do not repair or replace bad wiring.
5. Fasco Heater - We can replace an entire heater.
6. Baseboard Heater - We can replace the thermostat. We will not replace heating coils or the fixture.
7. Ceiling Fans - We can install ceiling fans in dining rooms. Parkfairfax will stock 42" white and brown polished brass fans, with or without a light kit.

8. Notes - We can disconnect heaters at the unit. We will not work on any owner purchased units or install any owner purchased parts.

**HEAVY TRASH PICK-UP** - We will remove large items for disposal provided that the owner places them outside near their front door or at curbside. There is a \$70.00 per load charge. Refrigerators or air conditioners - add an additional \$70.00 pick-up charge for Freon recovery as required by law.

**MISCELLANEOUS** - As a courtesy, and to protect property, we will check heat in units for out of town residents, unplug irons, we will also replace light bulbs in porch fixtures for those residents who are physically unable to reach the fixture for a service fee of \$25.00. If a service request cannot be completed due to a dog loose in the unit or if a service request is canceled after we attempt to enter a unit, there will be a \$25 service fee.

**LABOR RATES & FEES: Effective June 1, 2011**

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|----|---|--|
| 1. | Routine Service Rate  | \$70.00 minimum charge (first 30 minutes)<br>\$30.00 for each additional 15 minute increment |
|    | Emergency (after hours)   | \$120.00 minimum charge (first 30 minutes)<br>\$30 for each additional 15 minute increment   |
|    | Service Call Rate   | \$25.00 fee  |
| 2. | All parts used by the technician are charged to the unit owner. |  |
| 3. | Special trash pickup  | \$70.00  |