

# WABEEK-ON-THE-GREEN CONDOMINIUM

## Maintenance Matrix

**PLEASE NOTE: This Summary is for convenience of reference only. It does not supersede or alter any statements of duty appearing in the Association's governing documents; in the event of contradiction, the governing documents will control. Additionally, there are some exceptions that may apply to these generalized statements of duties as per the governing documents. Legal counsel must be consulted for certainty of duties based on the factual situation involved.**

ITEM	ASSN	CO-OWNER	REFERENCE IN MASTER DEED & BYLAWS	COMMENTS
<b>Address Signs</b>				
Sign Unit	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (C)]	
Wiring	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(3)]	Association to the point of connection with Unit.
<b>Air Conditioners</b>				
Compressor		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(a)	
Fan		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(a)	
<b>Appliances</b>				
Dishwasher		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(a)	
Oven		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(a)	
<b>Atrium</b>				
Repair/Replacement/Maintenance		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(4) & (C)]	<p>Costs attributed to decorating, repairing, maintaining and replacement of portion of Atrium restricted to use to the Co-owner is the responsibility of the Co-owner.</p> <p>However, costs attributed to maintaining, repairing and replacing any fences or walls located anywhere in the Atrium that were installed by the Developer or Association, are the responsibility of the Association.</p> <p>(Regardless of who installed the fences or walls, the Co-owner, solely, is responsible their decoration if located within portion of atrium restricted to use to the Co-owner.)</p>

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<b>Basement</b>				
Cracks		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(6) and 3 <sup>rd</sup> Amendment to MD, Article V, Section 4(e)]	
Drainage		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(g)	If drain line services more than one Unit, Association is responsible for its reconstruction, repair, maintenance and replacement. 3 <sup>rd</sup> Amendment to MD, Article V, Section 4(g)
Leaks in Surface		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(6) and 3 <sup>rd</sup> Amendment to MD, Article V, Section 4(e)]	
Sump Pumps		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(d)	
Foundation	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(8)]	
<b>Courtyard</b>				
Repair/Replacement/Maintain		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(3) & (C)]	Costs attributed to decoration, repair, maintenance and replacement of the portion of Courtyard restricted in use to the Co-owner is the responsibility of the Co-owner. However, any fences or walls located in the courtyard that were installed by the Developer or Association will be maintained, repaired, and replaced by the Association.
Decoration	x		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(3) & (C)]	Costs attributed to decorated portion of courtyard restricted in use to the Co-owner is the responsibility of the Co-owner.
<b>Door walls</b>				
Frame/Exterior- Maintenance, Repair and Replacement	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(8) (B)(6) & (C)]	If maintenance, repair and replacement attributed to Co-owner fault, Co-owner is responsible for repair and replacement.
Glass	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(8) (B)(6) & (C)]	If maintenance, repair and replacement attributed to Co-owner fault, Co-owner is responsible for repair and replacement.

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Deadbolts, Locks, Handles and Knobs (on both sides of door)		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(b)	
Screens-Interior		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(b)	
Storm Door		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(b)	
<b>Electrical</b>				
Circuit Breakers		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(c)	
Circuits		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(c)	
Doorbells		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(c)	
Fixtures/Buttons/Lights		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(c)	
Wiring/Transformers	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(3)]	Association to point of connection with Unit
Exterior Fixtures	x		MD, dated June 26, 1972, Liber 5897, Pages 443-444	Association up to the point of entry by metered connection to any unit.
Interior Outlets		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(c)	
Exterior Photo Cells on Garages and Porches		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(c)	
Switches & Plugs		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(c)	
<b>Exterior Doors</b>	x		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(8)]	If repair or replacement due to fault of Co-owner, Co-owner is responsible for cost.
Door Knob/Locks		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(b)	
Outside Surface	x		MD, dated June 26, 1972, Liber 5897, Page 444 [Exhibit A: Paragraph FOURTH (A)(8)]	
Storm Door		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(b)	
<b>Fences/Walls</b>				
Repair/Replacement/Maintenance-Installed by Developer or Association	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (C)]	If installed by Developer or Association, Association will maintain, repair and replace.

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<b>Floors</b>				
Carpet		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(e)(f)	
Drain Lines (foundation)		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(g)	If drain line services more than one Unit, Association is responsible for its reconstruction, repair, maintenance and replacement.
Foundation	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(8)]	
Linoleum		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(f)	
Tile		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(e)	
Trim		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(f)	
Wood		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(e)	
<b>Furnace</b>		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(a)	If located within Unit.
<b>Irrigation System (Lawn)</b>				
Installation	x		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(7)]	
Maintenance	x		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(7)]	
<b>Landscaping</b>	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (C)]	Except for any portion restricted to use to Co-owner of unit, then the Co-owner is responsible. MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B) (3-4)]
<b>Leaks</b>				
Basement- Foundation	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(8)]	If due to Unit's drain, Co-Owner is responsible. 3 <sup>rd</sup> Amendment to MD, Article V, Section 4(g)
Gutters	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(8)]	

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Roof	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(8)]	
<b>Mailboxes &amp; Posts</b>		X		Advance express written consent of the Board of Directors is required to install it. Once granted, Co-owner is responsible for its maintenance and repair. If Co-owner fails to maintain or repair it to the satisfaction of the Association, Association will undertake the costs but then will assess and collect it from the Co-owner as provided for in the 3 <sup>rd</sup> Amendment to MD, Article II.
<b>Painting/Staining</b>				
Interior Surfaces		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(f)	
<b>Patios</b>				
Landscaping		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(2) & (C)]	
Light Bulbs		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(2) & (C)]	
Light Fixtures		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(2) & (C)]	
Snow Removal		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(2) & (C)]	
Structure		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(2) & (C)]	Unless installed by Developer or Association, then Association will maintain, repair and replace
<b>Plumbing</b>				
Disposal		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(a)	
Drain Clogging/Interior		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(g)	If drain line services more than one Unit, Association is responsible for its reconstruction, repair, maintenance and replacement.
Faucet/Interior		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(d)	
Garbage Disposal		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(a)	

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Leaks-Faucet/Interior		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(d)	
Malfunction-Fixture		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(d)	
Malfunction-Pipe		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(d)	If located on or within a Unit's perimeter walls.
Pipe Noise		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(d)	If pipe located on or within a Unit's perimeter walls.
Sewer Backup	X		MD, dated June 26, 1972, Liber 5897, Page 444 [Exhibit A: Paragraph FOURTH (A)(7)]	Association up to the point of connection with Unit.
Shut-Off Valves, Rings, Seals and Washers		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(d)	If located on or within Unit's perimeter walls
Toilet		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(d)	
Toilet Wax Ring		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(d)	
Tub and Shower Caulking		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(d)	
Water Meter	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(7)]	Water Distribution System, Sanitary System and storm drainage system up to the point of connection with Unit.
<b>Porches</b>				
Light Bulbs		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(1) and (C)]	
Light Fixture		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(1) and (C)]	
Photocells		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(c)	
Repair		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH ©]	Unless installed by Developer or Association, then Association will maintain, repair and replace
Steps		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(1) and (C)]	
Snow Removal		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(1) and (C)]	

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<b>Roads</b>	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(1) and (C)]	
<b>Roofs</b>	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(8)]	Decorations on ceiling located inside of Unit are the Co-owner's responsibility. (MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (C)])
<b>Sidewalks</b>				
Repairing	x		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)]	
Snow Removal	x		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(1) and (C)]	
<b>Snow Removal</b>				
From Driveways	x		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(1); (B)(5) and (C)]	
From Patios		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(2)]	
From Porches		X	MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (B)(1) and (C)]	
From Roadways	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(1) and (C)]	
From Sidewalks	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(1) and (C)]	

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<b>Sump Pumps</b>		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(d)	If located within Unit
<b>Television Reception Equipment</b>		X		Advance express written consent of the Board of Directors is required to install it. Once granted, Co-owner is responsible for its maintenance and repair. If Co-owner fails to maintain or repair it to the satisfaction of the Association, Association will undertake the costs but then will assess and collect it from the Co-owner as provided for in 3 <sup>rd</sup> Amendment to MD, Article II.
<b>Vents</b>				
Bathroom		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(a)	
Stove Hood		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(a)	
<b>Walls-Interior</b>				
Cracks/Settling/Popping		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4	
Drywall Repair		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4	
Structural Separation	x		If it is a supporting column: MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(8) (C)]	If repair or replacement due to fault of Co-owner, Co-owner is responsible.
Wallpaper		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(f)	
<b>Water Heater-Interior</b>		x	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(a)	
<b>Windows</b>	x		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(8), B (6) & C]	If repair or replacement due to the fault of Co-owner, Co-owner is responsible for the cost.

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Frame/Exterior- Repair, Replacement	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(8) & C]	If repair or replacement due to the fault of Co-owner, Co-owner is responsible for the cost.
Glass & Glass Seal	X		MD, dated June 26, 1972, Liber 5897, P. 444. [Exhibit A: Paragraph FOURTH (A)(8) & C]	If repair or replacement due to the fault of Co-owner, Co-owner is responsible for the cost.
Screens/Storms		X	3 <sup>rd</sup> Amendment to MD, Article V, Section 4(b)	

**PLEASE NOTE:**

**Interior of Co-owner's Unit** (3<sup>rd</sup> Amendment to Master Deed, Article V, Section 4.)

If damage occurs to the following items located within a Co-owner's unit and such items are covered by insurance held by the Association, then the reconstruction or repair of such items will be the responsibility of the Association except for the insurance deductible and/ or any improvements by the Co-owner:

- (1) interior walls within a Co-owner's Unit or
- (2) to the pipes, wire, conduits, ducts or other Common Elements located within the Unit or
- (3) to any fixtures, equipment and trim

EXCEPTIONS: Improvements and Insurance Deductible:

If any of these items were improved upon by the Co-owner (i.e. not installed by the Developer or Association), then the costs attributed to such items will solely be the responsibility of the Co-owner.

Any insurance deductible attributed to the reconstruction or repair of such items will also solely be the responsibility of the Co-owner.

**Reconstruction, Repair and Maintenance of Common Elements** (3<sup>rd</sup> Amendment to Master Deed, Article V, Section 5)

The Association is responsible for the reconstruction, repair and maintenance of the Common Elements. The Common Elements are defined in Exhibit A of the Master Deed, dated June 26, 1972, Liber 5897, P. 443-444, Paragraph FOURTH and described in Exhibit B of the Master Deed, dated June 26, 1972.

**Incidental Damage caused to the drywall and/or floor of a Unit while reconstructing, repairing and maintaining a Common Element** (3<sup>rd</sup> Amendment to Master Deed, Article V, Section 5)

If while reconstructing, repairing or maintaining a Common Element, incidental damage is incurred to the drywall and/or floor of a Unit not in excess of \$500, the Association will be responsible for such incidental damage up to \$500. Any incidental damage to unit in excess of \$500 will be the responsibility of the Co-owner. Also, if the Co-owner has insurance which covers incidental damage, then the Association will not be responsible for any amount attributed to incidental damage and the insurance carrier of the Co-owner will have no right of subrogation against the Association. Any incidental damage to the contents of a Unit, including but not limited to wallpaper, carpeting, paneling, furniture and personal property are the responsibility of the Co-owner, not the Association.

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### **Insufficient Insurance Proceeds**

(3<sup>rd</sup> Amendment to Master Deed, Article V, Section 5)

Immediately following a casualty causing damage to property for which the association has the responsibility of maintenance, repair or reconstruction, the Association will obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the insurance proceeds are not sufficient to cover the estimated or actual costs of reconstruction or repair, assessment will be made against the Co-owners who are responsible for the reconstruction or repair of the damaged property (as provided in the Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair.