

March 18, 2014

From: Don Van Zandt

To: BVPM

Re: Resident/Owner Contractor Requests – Payments - Policy & Procedures

Policy

In the event that a water leak or other potential “infrastructure” issue is reported to C21/BVPM with a request that we send out someone to inspect or repair the problem, the following steps should be taken. We should determine if the report contains information that indicates an ongoing or continuing problem that will worsen if immediate action is not taken (i.e. water “running” from one unit into another unit, or potentially toxic fumes being spread from one unit to another, disruptive and offensive noise issues such as a chronically barking dog or loud alarm). If this is an emergency issue requiring water shut-off or other immediate action to prevent additional immediate damage or preserve the safety of residents then appropriate personnel should be dispatched immediately. If it is not an emergency issue, but the owner insists that our contractor investigate the issue, the procedure outlined below should be followed. Final determination of who is responsible for costs incurred will be determined using the following procedure(s).

Procedure

1. If an emergency requires that we send a contractor to shut off water or another system, the owner of the unit responsible for the issue will be billed for that service call. If the issue is the responsibility of the HOA then no billing will occur.
2. If the emergency is determined to have originated in a specific unit and causes damage to another unit C21/BVPM will provide owner contact and insurance information to the owner of the unit who sustained damage. It is the damaged unit owner’s primary responsibility to contact and try to resolve compensation for any damages prior to any HOA involvement.
3. In the event that a given situation is determined not to be an “emergency” (i.e. a damp/wet spot on a ceiling) and an owner insists that the HOA send out a contractor to investigate the issue, if it is determined that the problem it is not the responsibility of the HOA, the cost of the service call and any repairs required as a result of the investigation of the problem will be billed to the owner requesting that we send out the contractor. That owner is responsible for recovering those costs from the Unit Owner who caused the damage.
4. In the event that the HOA determines that additional “investigation” of a purported HOA area of responsibility is unwarranted (i.e. our “contractor” determines that there is no structural deficiency or foundation problem) and an owner insists on additional testing or “invasive” testing, the owner will be liable for all costs from that point forward unless it is proven that there is a problem that the HOA is responsible for.
5. In a situation where there are noxious or offensive fumes, or noise issues from a unit that are extending into the hours past 9PM, C21/BVPM will attempt to contact the owner to have them resolve the issue. If they are unable to contact the owner, they will enter the unit to attempt to resolve the problems. Any costs involved to do so, including opening the unit and/or costs to

Cripple Creek

Condominiums

ameliorate the issue (i.e. introduce exhaust fans, install a temporary door lock, etc.) will be billed to the Unit Owner.

NOTE: When C21/BVPM is contacted by an owner, the owner should be informed that any costs incurred to investigate a problem using our contractor will be billed to them if it is determined that the HOA is not responsible for the problem. They should also be informed that the HOA will not accept any liability for repairs or expenses to repair issues purported to be our responsibility. Any repairs to “common elements” may not be done by a contractor other than one hired by the HOA without prior written consent of the HOA. Any such work performed creates a liability for the Unit Owner who hired the contractor.