Hatcher Village Condo’s

Owners’ Manual

Updated May 24, 2016

The purpose of this manual is to provide a ready reference for Hatcher Village Condominium owners. It provides specific information and suggests how to find the answers to frequently asked questions. We have endeavored to address the subject matter in lay language, simplifying the predominantly legal language of the formal Hatcher Village Declarations. This manual is purely informational. Should any question of interpretation arise, the language of the Declarations shall prevail.

1. **The Condominium Owners Association**
2. **Governing Board**

The Hatcher Village Condo Association is governed by a Board of Directors, duly elected by the Owners at the Annual Meeting. The elected Directors select the officers of the Association. The names of the Directors are available on the website, [Hatcher Village Condos](http://lancethornton0.wixsite.com/hatchervillagecondos).

1. **Day to Day Management**

The Board of Directors has a caretaker to oversee our daily operations. An accountant is contracted to provide financial services.

1. **Maintenance Responsibility**
2. **Definitions**

There are some terms peculiar to condominium ownership and the Condominium Association. Precise definitions of the terms are contained in the Association’s Declarations, to which reference should be made if any questions arises with respect to the language in this manual.

1. “The Condominium Unit” means the fee simple interest in and to an Individual Air Space Unit, as hereinafter defined, together with all fixtures and improvements therein contained, and together with the undivided interest in the Common Elements appurtenant to the Individual Air Space Unit, as hereinafter defined.
2. “Individual Air Space Unit” means a single residential dwelling unit consisting of enclosed rooms occupying part of the floor or floors in a condominium Building and bounded by the unfinished perimeter walls, ceilings, floors, doors, and windows thereof. For the purpose of defining an Individual Air Space Unit, the terms:
3. “Unfinished wall” means the studs, supports, and other wooden, metal or other similar structural materials which constitute the interior face of a wall.
4. “Unfinished ceiling”, means the beams, joists, and wooden structures which constitute the ceiling of an Individual Air Space.
5. “Unfinished floor” means the beams, floor joists and plywood deck or similar floor deck material which constitute the floor of and the Individual Air Space

An Individual Air Space Unit (hereafter abbreviated IASU) shall include the drywall, wall paneling, wood, tile, paint, paper, carpeting, or any other wall, ceiling, or floor covering, windows, and window frames, and doors and door frames. An IASU shall also include a fireplace or stove hearth, facing brick, tile or firebox. An ISAU shall include any heating elements or related equipment, utility and outlets, electrical and plumbing fixtures, pipes and all other related equipment required to provide heating, hot and cold water, electrical and other utility service to the IASU and located within the unfinished walls, ceilings and floors; provided however, that an IASU shall not include any of the structural components of a Condominium Building or utility or service lines serving more than one IASU, located within the Unit.

1. “Common Elements” means the totality of the condominium project excluding the Individual Air Space Units and including:
2. The Property, and
3. The Condominium Buildings include, but not by way of limitation, the foundations, columns, girders, beams, supports, perimeter roofs, entrances and exits, and the mechanical installations of the Condominium Buildings consisting of the equipment making up any central services such as power, exterior lights, cold water, sewer and sump pump which exist for common use.
4. The yards, sidewalks, walkways, paths, roads, grass, shrubbery, trees, driveways, landscaping, gardens, parking areas, and related facilities upon the property.
5. In general, all other parts of the Condominium Project existing for the common use of the Owners of Hatcher Village.

The Common Elements shall be owned by the Owners of the separate condominium units, each owner of a condominium having an individual interest in such Common Elements as is hereafter provided.

1. “General Common Elements” means the Common Elements except Limited Common Elements.
2. “Limited Common Elements” means those parts of the Common Elements shall include any deck adjacent to an Individual Air Space Unit (IASU), ski closets and/or storage spaces outside the IASU, any individual fireplace chimneys and flues in each Condominium Building and crawl spaces in each Condominium Building, and individual water and sewer service lines, and plumbing servicing the IASU. The deck and the fireplace chimneys which are accessible from and associated with, and which adjoin a particular IASU, without further reference thereto, shall be used in connection with such IASU to the exclusion of the use thereof by the other Owners, except by invitation.
3. **Owner Rights and Duties**

Each owner shall have the exclusive right and duty to paint, tile, wax, paper, or otherwise decorate or redecorate and to maintain and repair the interior surfaces of the walls, floors, ceilings and doors forming the boundaries of such Owner’s IASU and all walls, floors, ceilings and doors within such boundaries.

The owner shall have the obligation to maintain and keep in repair the interior of the Condominium unit at his or her expense, including the fixtures and utilities located therein to the extent current repair shall be necessary in order to avoid damage to other Condominium units or the Common Elements. All fixtures, equipment and utilities installed within the Unit commencing at a point where the fixtures, equipment and utilities enter the Unit shall be maintained and kept in repair by the Owner thereof. An Owner shall do neither act nor work that will impair the structural soundness of the improvements or impair the proper functioning of the utilities, heating or plumbing systems or integrity of the Buildings or impair any easement or hereditament. An Owner shall also have the obligation to maintain and keep in repair all appurtenant Limited Common Elements at his or her expense including plumbing located with the General Common Elements but servicing an Owner’s Unit. An Owner shall not be responsible for repair hereof unless such casualty is due to the act or negligence of the Owner, his guests, invitees, or tenants. An Owner shall reimburse the Association for any expenditure incurred for replacement or repair of any Common Element and facility damaged through fault of an Owner, his guests, invitees or tenants, and the Association shall be entitled to assess such Owner for such amounts which shall be payable, collectible, and enforceable in the same manner as assessments. No Owner shall alter any Common Elements without the prior written consent of the Association.

1. **Summary**
2. Owner Responsibility

Owners are responsible for defraying (over and above the monthly maintenance fee) the cost of repair and maintenance of (a) Condominium Units (as defined) and (b) Limited Common Elements (as defined). In the accomplishment of this work, Owners have the option of arranging for it directly with independent contractors or arranging for it through the Hatcher Village Condominium Association Board of Directors. No work, except in an emergency, will be arranged by Hatcher Village Board of Directors without prior approval of the Owner.

1. Association Responsibility

The Association is responsible for, through its Board of Directors, for maintaining and keeping in good repair, all Condominium Property not required to be maintained by an owner. The cost of doing so is a Common Expense and is, accordingly, defrayed from monthly maintenance fees charged to all Owners. Approval by Owners, for performance of this work, is not required, unless borrowing of $1,000 or more would be necessary.

1. **Negligence**

If damage to a Common Element results from Owner negligence, the Owner is responsible. Conversely, if damage to a Condominium Unit or to a Limited Common Element results from Association negligence, the Association is responsible.

1. **Particular Repair or Maintenance Tasks**

Certain recurring maintenance tasks are listed below in order that clear understanding will prevail with respect to whether the Owner is responsible for defraying the cost (over and above the monthly maintenance fee), or the cost is defrayed by the Association as a Common Expense.

1. Association Cost:

Snow Removal: Driveways, Parking Lots, Walks, Roofs (if needed)

Painting: Building Exterior, Front Porches

Repairs: Building Exterior, including Roofs, Exterior Light Fixtures, and Common Walkways

Lighting: Front of Units

Trash Dumpsters: Provision and Maintenance

Landscaping and Sprinkler: Maintenance and Repair

1. Owner Cost:

Snow Removal: Back Decks

Painting: Interior, Back decks

Repairs: Decks, Other limited common areas

Repair/Replacement: Appliances, Windows, Screens, Doors

Cleaning: Chimney and Windows

1. **Board Directed Tasks**

Certain maintenance tasks have been judged by the Board of Directors as being essential for the safety or appearance of the overall Condominium property, even though they do not involve the Common Elements. Accordingly, the Board has directed a Board designee to perform these tasks when necessary, if an Owner has failed to do so.

ANNUAL CHIMNEY INSPECTION, CLEANING AS NEEDED

PORCH SNOW REMOVAL

HEAT CHECK - to minimize the risk of plumbing freeze-up,

1. A minimum of 50 degrees heat setting must be maintained in every condominium all year long.
2. A Board member or Board designee shall enter each unoccupied Unit to check the thermostat setting and other important conditions.

 **III. The Monthly Maintenance Fee**

1. **Determination of Amount**

The monthly maintenance fee charged to each Owner is determined by the Board of Directors.

1. **Purpose**

Responsibility is vested in the Board of Directors to ascertain that:

1. An operating budget is prepared for each fiscal year which will assure proper maintenance of Common Elements and management of the affairs of the Association.
2. Adequate provision is made in each fiscal year budget to assure the accumulation of necessary funded reserves for the long-run major replacement and/or renovation of Common Elements, i.e. roofs, irrigation, etc.
3. Adequate funding of the operating budget is provided through the monthly maintenance fee charged to the owners.
4. **Payables**

Monthly maintenance fees are due and payable on the first day of the month. Monthly maintenance fees are invoiced to each Owner at or around the first of each month and become delinquent if not paid within 30 days. These invoices reflect maintenance and water and sewer fees due on the first of the month and include any prior maintenance and water and sewer fees not yet paid plus late charges.

1. **Delinquent Payments and Credit Policy**

Very precise leverage is provided by the Declarations to the Board of Directors for ascertaining that delinquency in payment of monthly maintenance fees does not occur. As stated above, the Declarations stipulate that monthly maintenance and water and sewer fees become due and payable on the first day of the month. Thirty days after the date they are first due, unpaid assessments are charged a $25 late fee.

The Association is given the power to bring actions in law or in equity or both to enforce the Declarations, including the collection of monthly fees. The Declarations give the Association the power to file a lien against a Unit and its owner for unpaid monthly fees and if payment is not made as required, the Association may foreclose its lien against a condominium unit.