

**MONTEBELLO CONDOMINIUM UNIT OWNERS ASSOCIATION
(MCUOA)
IN-UNIT SERVICE PROGRAM**

April 12, 2016

1. In-Unit Services Program

Services offered by the Montebello Condominium Unit Owners Association (“MCUOA” or “Association”) to Unit Owners (“Owners”) pursuant to this program shall be known collectively as the In-Unit Services Program.

The Association may schedule appointments with Owners or Residents, but those appointments cannot be guaranteed and are subject to postponement or cancellation at any time by the Association if other Association needs require it.

The most current In-Unit Services Fee Schedule will be posted on the Association’s website and will be available at the Association Desk. The Board of Directors (“Board”) reserves the right to change the Fee Schedule and to add , delete, or otherwise change any of the services or procedures relative to In-Unit Services. Income and expenses relating to such activities shall be identified in the various financial reports pertaining to the In-Unit Services Program.

Owners and Residents desiring to participate in this program must complete and submit the **Montebello Condominium Unit Owners Association In-Unit Services Program Application/Agreement Form** (Attachment A). This form is also available on the Association’s website.

2. Eligibility

No services will be provided to a unit pursuant to this program if the Owner is delinquent in (1) any assessment(s) due to the Association or (2) any payment(s) due for services under this program. However, Emergency Services will be provided whenever there is a situation affecting the common area or other unit(s).

Tenants desiring such services must be authorized by the Owner on the **Montebello Condominium Unit Owners Association In-Unit Services Program Application/Agreement Form** (Attachment A). All charges incurred by Tenants will be billed directly to the Tenant with a copy to the Owner. In all cases, the Owner is personally liable and responsible for paying all outstanding charges that are not paid by the Tenant.

3. Services Offered

A. General Restrictions

- 1) Hours - In general, In-Unit Services are performed Monday through Friday, 8:30 AM to 4:00 PM and are performed as Association maintenance personnel become available, and are completed on a first-in/first-out basis. Emergency services are accomplished outside of these days/hours and on holidays.
- 2) Appointments - The Association may schedule appointments with Owners or Residents, but those appointments are specifically not guaranteed and are subject

to postponement or cancellation at any time by the Association if other Association needs require it.

- 3) Appliances - The Association will not repair, replace, or install appliances and/or their accessories (water filters, ice makers, clocks, etc).
- 4) Who Provides Items - The Association will only install electrical, plumbing and/or other components, fixtures, or parts provided by the Association and is subject to their availability. The Association will not install or repair any electrical, plumbing and/or other components, fixtures, or parts provided by Owners or Tenants.
- 5) Architectural or Decorating Work - The Association does not do: (a) architectural or decorating work (hanging pictures, mirrors, shelves, drapery/curtains, handicapped accessories, drilling holes, sheetrock/wallboard repairs/replacement, painting, lock repairs, etc); (b) remodeling; (c) tile work; or, (d) floor coverings (e) repairing sliding screen doors.

B. Plumbing

- 1) General Restrictions - The Association will only install components provided by the Association. The Association will not (a) install or repair any Owner/Tenant-purchased or -supplied fixtures or parts; (b) install sinks; (c) install or attempt to repair any water appliances (washing machines, dishwashers, water filters/softeners/purifiers, etc).
- 2) Clogged Drains – The Association will attempt to unclog drains. The maintenance technician may use a K50 snaking machine and/or a plunger. No drain cleaning chemicals will be used. The Owner will need to contact a licensed plumbing contractor should the Association be unable to clear the clogged drain using the above tools. Owners/Tenants will be charged for any drain stoppage that occurs in drain pipes within the unit up to the point where the drain enters the building's main vertical drain pipe. Stoppages in the building's main vertical drain pipes or main sewers under the building are common element expenses and not are charged to the Owner unless the stoppage was caused by the Owner's/Tenant's negligence.
- 3) Kitchen and Bathroom Sink Faucets - The Association will replace standard Moen cartridges in Moen kitchen and bathroom sink faucets through the In-Unit Service Program. The labor charge for replacing these cartridges will be waived and owners will be charged only for the cost of the part(s). The Association will provide and install new faucets for the bathroom and kitchen sinks using Association-stocked faucets if, and only if, those faucets are compatible with the Owner's kitchen or bathroom sink. If the vanity sink faucet is replaced, the drain/pop up assembly will also be replaced along with the supply/line connections. Note: the water cutoff valves must be operational for this work to be accomplished. The Owner must have a licensed plumber replace any non-operational water cutoff valves in order to have the Association install or repair a sink faucet.

- 4) Tub Diverter/Shower Assemblies – The Association will not replace the diverter assembly in the tub or the shower hose/spray head.
- 5) Garbage Disposals – The Association will not install or attempt to repair garbage disposals.
- 6) Toilets - The Association will replace components of Toto toilets that were installed in 2005 and later by the Association through its In-Unit Service Program. The labor charge for replacing these components will be waived and owners will be charged only for the cost of the part(s) as a water conservation measure. Labor and material charges for non-water conservation repairs(i.e., handle, toilet seat, etc) are not waived. The Association will work on no other types of toilets. The Association does not replace the wax ring(s) on any toilet regardless of type.
- 7) Water Leaks - All water leaks are considered to be an emergency. The Association will respond to reports of water leaking into a unit and will take the appropriate actions to prevent damage from the water leak. All charges will be directed to the unit from which the leak originated.

C. Electrical

- 1) General Restrictions - The Association will only install components provided by the Association. The Association will not install or repair any Owner/Tenant-purchased or supplied fixtures, switches, components, or parts. The Association will not install or attempt to repair any electrical appliances except as described in the following paragraphs.
- 2) Fluorescent Light Fixtures - The Association will replace T-8 fluorescent tubes and T-8 ballasts in the kitchen light fixture only.
- 3) Switches and Receptacles - The Association will replace single-pole switches and regular receptacles (outlets) only. The Association will provide single-pole switches and regular receptacles from stock. We will not install or replace dimmers or Ground Fault Interrupter (GFI) receptacles.
- 4) Wiring - The Association will neither repair nor replace any existing malfunctioning, defective or non-code wiring nor will it install any new (additional) wiring.
- 5) Ceiling Fans – The Association will not install or attempt to repair any ceiling fans.
- 6) Kitchen Range Exhaust Hood Fans – The Association will provide and replace the electric motors and fans in originally-installed kitchen range exhaust hoods.

D. Mechanical

- 1) Dryer Exhaust Ducts – The Association will clear and clean clogged dryer

exhaust ducts. The Association will not accept any responsibility for damage to any flooring that might result from moving a dryer to access the dryer exhaust duct nor will the Association accept any responsibility for damage to any improperly installed, previously damaged, and/or old and deteriorated flexible dryer duct. The Association cannot and/or will not work on any dryer that cannot be moved from its location to allow access to the dryer exhaust duct (e.g., the dryer has been enclosed in a cabinet). The Association does not work on appliances, and thus will not troubleshoot or attempt to repair the dryer itself.

E. Windows, Glass Sliding Doors Between Unit Interior and Balcony, and Balcony Enclosures

- 1) Small Windows – Original small windows are the Association’s responsibility. Owners/Tenants with original small windows that are cracked/broken or have lost their seal (the glass appears to be cloudy or foggy) should contact the Association to discuss repairs. It is normal for these windows to leak around the edges. The Association does have some of these windows available although they are not new stock.
- 2) Small Window Screens - The Association will replace the window screening material on original small windows. The window must have a screen frame.
- 3) Glass Sliding Doors Between Unit Interior and Balcony – For units with no balcony enclosures, the original glass sliding doors between unit interior and balcony are the Association’s responsibility with the exception of the latch mechanism, weather-stripping and routine cleaning. Owners/Tenants with no balcony enclosures that have original glass sliding doors between their unit interior and balcony that are cracked/broken or have lost their seal (the glass appears to be cloudy or foggy) should contact the Association to discuss repairs. It is normal for these sliding doors to leak around the edges. The Association does have some of these sliding doors panels available although they are not new stock.
- 4) Enclosure Glass Sliding Doors Screens –The Association will not replace the screen material on balcony enclosure or enclosure screen doors.
- 5) Balcony Enclosures – The Association will not work on balcony enclosures. The doors and panels between the balcony and outside are referred to as enclosures.

F. Emergency Plumbing and Electrical Services

Emergency service is restricted to such items as:

- 1) Water Leaks - The Association will respond to any report of water leaking into a unit and will take the appropriate actions to prevent damages from the water leak. All charges will be directed to the unit from which the leak originated.
- 2) Clogged, or Backed-up Toilets - The Association will respond to clogged, or backed-up toilet for units with one bathroom in accordance with paragraph B.2 above.
- 3) Loss of Electrical Power - The Association will respond to reports of no

electricity in a unit.

- 4) Overflowing or Stopped-up/Clogged Kitchen Sinks and Bathtubs - The Association will respond to a report of overflowing or stopped-up/clogged kitchen sinks and bathtubs in accordance with paragraph 3.B.2 above.

G. Emergency Lock-Out Service

- 1) General Restrictions - This service will be charged in accordance with the current Fee Schedule. The Association does not install or repair locks.
- 2) Emergency Lock-Out Service - Emergency lock-out service is provided when the community center's front desk is not open or a convenience key is not available.

H. In-Unit Smoke Detectors

- 1) General Restrictions - The Association does not inspect, maintain, or replace (1) stand-alone smoke detectors that are typically purchased in a store or (2) remotely monitored home alarm systems such as those offered by ADT and many other firms.
- 2) Smoke Detectors That Will Be Serviced - Each unit has a smoke detector as required by the National Fire Prevention Act (NFPA). These smoke detectors are hard-wired into the unit's electrical system, are powered by 115 VAC power, and have a battery back-up. The battery back-up can be tested by depressing the "test" button.
- 3) Services Offered - The Association inspects smoke detectors annually and will replace the battery in this type of unit at no cost if it is found to be defective during the annual test. At other times of the year, the Association will replace the battery in this type of smoke detector through the In-Unit Service Program at no charge. If the entire smoke detector is found to be defective at any time, The Association will replace the smoke detector. It is the Owner's/Tenant's responsibility to notify the Association when smoke detectors malfunction, which may be indicated by a "chirping" sound emitted by the smoke detector. Additionally, Owners/Tenants are responsible for keeping the smoke detector free from dust and other debris, and periodically testing the smoke alarm, consistent with the manufacturer's instructions.

I. Fees

- 1) Fee Schedule - The Fee Schedule for services will be determined by the Board of Directors and may be changed from time to time. The Association Office Front Desk can provide residents with a current Fee Schedule and it also available on the Montebello website.
- 2) Billing for In-Unit Services – Owners/Tenants receiving services under this program will be billed for such services as described in **Section 1 In-Unit Services Program** and **Section 2 Eligibility** at the beginning of this document.
- 3) Payments - Payments are due in full by check or money order made payable to

MCUOA by the tenth (10th) day of the month. Delinquent Owners/Tenants shall be ineligible to participate in the In-Unit Services Program except for Emergency Services for situations that would affect the common areas and/or other unit(s).

- 4) Labor and Materials Charges - Labor and material costs include:
 - a) Time spent dispatching a staff member to the unit and that staff member's time traveling to and from the unit.
 - b) Time spent obtaining, gathering and transporting the necessary tools, equipment and materials to the unit for the requested services.
 - c) Time spent accomplishing the requested services.
 - d) Time spent cleaning and putting away the tools and equipment used to prolong their life resulting in cost savings to the Association. The cleaning is done in the maintenance area to avoid creating an unnecessary mess in the unit.
 - e) Any follow-up to work requests, labor and materials needed to complete the work in subsequent visits.
 - f) All replacement materials and consumables.

4. Administration of the In-Unit Services Program

A. Authority of the General Manager

The General Manager is delegated the authority to administer In-Unit Service Program as approved by the Board.

B. Requests for Services

All requests for services under the In-Unit Services Program must go through the Association Office.

C. Records

The Association Office shall maintain records of all requests for services under the program.

D. Arrears

No services will be provided to a unit pursuant to this program if the Owner is delinquent in any assessments due to the Association or in any payment due for services under this program, except that Emergency Services will be provided for situations that would affect the common area and/or other unit(s).

5. Use of Association Employees

A. Limitations On Associations Employees Entering Units

Association employees may only enter a unit to perform a service under this program upon the instruction and direction of the General Manager and with a written work order in their possession.

B. Restrictions on Owner/Tenant Direction of Association Employees

No Owner/Tenant may make any direct request of an employee to perform services, and all employees are directed to decline such requests even if they are off duty and refer the Owner/Tenant to the Association Office.

Any employee found to be in violation of this restriction is subject to immediate review and/or administrative action to include possible dismissal.

6. Work Priorities

A. Scheduling

The General Manager shall schedule work under this program to best meet the needs of both the Association and Owners/Tenants requesting In-Unit Services.

B. Exception for Threats to Life, Limb and/or Property

Except in an emergency where life, limb, and/or property are threatened, the routine work and services of the Association (for the benefit of all Owners/Tenants shall take priority over an individual Owner's/Tenant's request for service under this program.

7. Warranty

All repair work is warranted for 30 days.

8. Right To Terminate Program

The In-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 In-Unit Service Program at any time without notice.

9. 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 MCUOA, all members of the Board of Directors, Association employees, contractors 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.