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DSJ

Security Deposit Rule Applicable To All In-Unit Construction Work

Winchester Condominium Association

Because of past instances of common element property damage and/or contractors who have NOT followed the association's rules/protocols, effective February 24, 2017 the Winchester Condominium Association Board of Directors voted to require that any unit owner who is having *substantive work* done in his/her/their home shall post with the association a security deposit of \$500 before any such construction, demolition, renovation/remodeling or reconstruction work may begin in that home.

For purpose of this regulation, "*substantive work*" shall include any job that takes five (5) or more days to complete or any in-unit work that has a cost value of \$5,000 or more.

If there is no common element property damage, no misuse of the association's elevator, or dumpster and if the trash is removed and hauled off the property daily, and no violation of our rule's, etc. the full amount of the security deposit will be returned to the unit owner who posted that deposit. On the other hand, when there is damage to common element property or violations of our rules, appropriate deductions shall be made for fines and/or damage repair charges against that security deposit. For example, deductions will be made for any of the following actions/inactions:

- 1) When the contractor and/or the contractor's subs fail to post with the association evidence of their licensing and insurance. AND/OR
- 2) When the contractor and/or the contractor's subs fail to abide by the associations rules and protocols, including but not limited to permitted work days and permitted work hours. It is the responsibility of the unit owner to make sure their contractor and/or any subs understands and abides by the association's rules. AND/OR
- 3) When the contractor and/or the contractor's subs use the association's dumpster(s). Contractors must provide their own dumpsters and empty or cover them daily; private contractors must never use the association's dumpsters. AND/OR
- 4) When the contractor and/or the contractor's subs fail to properly clean the common areas of any construction or demolition debris or track dust, mud, plaster or cement throughout any portion of the common element property of the association throughout the work day. AND/OR
- 5) When the contractor and/or the contractor's subs damage any common element property, including but not limited to elevator damage, carpet or flooring damage, scuffing or gouging any common element wall, etc. AND/OR
- 6) When the contractor and/or the contractor's subs refuse to cooperate with directions given by the Superintendent of the Winchester or directions given by any Board member or directions given by the management agent of the Winchester Association

regarding building access, use of common facilities, parking restrictions, shut-off that would affect other residents or Doctor's offices in the building, temporary restrictions that may be necessary because of excessively noisy or dusty conditions at a certain hour of the day, etc.

A final inspection of the common areas after the construction work is completed will be made by our maintenance superintendent or a member of the management team. If/When the deductions exceed the amount of the \$500 security deposit, the full security deposit will be used to pay those charge-backs and the responsible unit owner will also be responsible to pay other properly documented charges that may be owed to the association related to the in-unit work being done.

This Winchester standard was adopted on 2/24/17 with an immediate effective date as witnessed by the signatures of the Board members show below and shall be fairly and evenly enforced without exception or preferential treatment regardless of the unit owner and regardless of the contractor(s) involved.

<u>Arthur Siegel</u>	<u>Ben Forman</u>
<u>Renita Morris</u>	<u>Lois Browder</u>
<u>James M. Katz</u>	<u>Brenda M. Meliter</u>
<u>Al Guzman</u>	