

The Moreland Courts Condominium Association, Inc.

Window Policy

The Moreland Courts Condominium Association, Inc. ("MCCA") adopted an Amended and Restated Declaration of Condominium Ownership ("Amended Declaration") on March 24th, 2014. Per Article VIII(B)(1)(c) of the Amended Declaration, all Unit Owners (Owners) are required, at their expense, to maintain, repair or replace their windows in compliance with any standards, specifications and/or protocols adopted by the Board. This policy document sets forth the key elements of these standards, specifications and protocols.

1. Compliance Standards and Specifications

All windows within a Unit must be either Replacement windows or repaired within Preservation Maintenance standards as set forth in *MCCA Replacement Window and Preservation Maintenance Standards, Specifications and Guidelines (the "Window Guidelines")*. In addition to these *Window Guidelines*, MCCA Management (Management) will maintain a list of pre-approved Replacement window service providers and contractors who are authorized to perform Preservation Maintenance. Owners may only replace windows using service providers on the pre-approved list. If an Owner wishes to use contractors other than those on the pre-approved list for Preservation Maintenance, written permission from Management must be obtained.

Window exposures are identified as Primary exposures (windows facing Shaker Blvd, Shaker Square, or Haddam Road), or Secondary (windows facing Cormere and side elevations not readily visible from one of the Primary exposures). Owners are required to conduct Replacement or Preservation Maintenance on all Primary and Secondary window exposures. The method of compliance for each exposure will be considered separately. The specifications defining Primary vs. Secondary exposures will be maintained by Management for MCCA overall, as well as in individual floor plans for each Unit.

Additionally, Owners may address all of their windows at one time or divide them into separate Primary and Secondary stages. They may not alter the window approach on a room-by-room (or any other) basis.

2. Compliance Deadline

All Unit windows must be in compliance with the *Window Guidelines* by December 31, 2019.

3. Determination of Compliance

Management will determine whether a Unit's windows are in compliance with the *Window Guidelines*. If a Unit is not in compliance, management will provide a written explanation of which windows are not in compliance on a *MCCA Window Policy Compliance Form*.

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Management will determine compliance for all Units no later than April 30, 2019 (eight months before the end of the Compliance Deadline), whether an Owner has requested management to do so or not. This will allow ample time for non-complying Owners to remedy the situation before the December 31, 2019 deadline.

Units transferring ownership close to the deadline will be eligible for temporary exemption from the deadline. In these cases, management may make a case-by-case decision in order for planning and coordination by new Owners.

Management will also monitor ongoing compliance for each window condition at least every five years after the Compliance Deadline, to ensure continued compliance, and will provide Owners with an updated *MCCA Window Policy Compliance Form* for their Unit.

4. Surcharge for Non-Compliance: Window Screens and Storm Windows

MCCA will continue to levy a surcharge for Owners with windows that lack a window screen and storm window for existing or preserved windows, but not the replacement, Pella windows. The surcharge will increase to \$6.00 per window, per month for each window that does not have a window screen and storm window, effective October 31, 2016. The Board has the right to alter this surcharge at its sole discretion.

5. Surcharge for Non-Compliance After the Compliance Deadline

After the Compliance Deadline (December 31, 2019), Owners will be charged \$10.00 per window, per month for all Unit windows not in compliance with the *Window Guidelines*.

6. Right of MCCA to Remedy Non-Compliance

The Amended Declaration specifies that MCCA has the right, but not the obligation, to maintain, repair and/or replace Unit windows and/or screens and storm windows and to charge the cost of such work to the Unit Owner(s) in a fair and reasonable manner, as determined by the Board. In the event the Board decides to exercise this right, management will notify the affected Owners with at least one month's notice.

7. Right to Revise Policy

The Board may revise this document at any time in the future, at its discretion, with due notice to Owners.