

Special Rules and Regulations for Spring Forest Condominiums Homeowners Association

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ASSOCIATION

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Special Rules and Regulations for Spring Forest Condominiums

Revised August 24, 2005

Generally speaking, residents should find living at Spring Forest Condominiums to be extremely quiet, relaxing and hassle free. However, as within any community, there may be times when our neighbors forget that they live in a high density community that requires us to live by certain rules and to respect the rights of others. Living in such a high density community is much different than living in a single family home which provides certain buffers and added privacy.

To help our residents cope with living in such close quarters, certain rules have been developed by which we must all comply. The Board of Directors and the Spring Forest Condominiums Homeowners Association is charged with the responsibility of insuring compliance with all covenants, conditions and restrictions of the Spring Forest Homeowners Association and for the enforcement of the rules set forth in the Bylaws of Spring Forest Condominiums Homeowners Association, Inc., and the Declaration of Condominium, Under the Provisions of Charter 47C of the General Statutes of the State of North Carolina, and Covenants, Conditions and Restrictions of Spring Forest.

Residency at Spring Forest Condominiums is governed by these rules which were established by the developer of Spring Forest Condominiums, and any additional Special Rules that have been established by the Board of Directors and the Association which are intended to guide our individual behavior and provide us with a safe, healthy and comfortable community in which to live.

The Bylaws and Declarant Rules require the Association to manage enforcement of all rules for the benefit and enjoyment of all unit owners, and allows the Association to remove, or to cause to have removed, from the property, any person, property or thing found to be in violation of these rules following proper warning and notification to the unit owner/occupant.

Every owner, resident and guest of Spring Forest Condominiums is subject by law, to comply with all rules established by the Board of Directors, the Bylaws, the Declaration, or the Act, anytime they are on any portion of Spring Forest Condominiums' property.

We have included in this document information that we feel you may find helpful. Some of the information provided herein is simply excerpts from the Bylaws and Declarations documents while other items provide clarification as to how or why some things are the way they are.

Additional rules and regulations can also be found in the Bylaws and in the Declaration of Condominium, Under the Provisions of Charter 47C of the General Statutes of the State of North Carolina, and Covenants, Conditions and Restrictions of Spring Forest.

Residents in violation of any rules are subject to fines set forth under Enforcement of Rules

Pet Rules

No pet shall be allowed in the condominium except as may be provided by the rules and regulations promulgated from time to time by the Board or the Association or in the Bylaws. Notwithstanding the foregoing, no animals, livestock, or poultry of any kind shall be kept or maintained in any condominium or in the common elements except no more than two dogs, two cats, or any other household pets, but not to exceed three total animals at any time; provided that such pets are not maintained or kept for commercial purposes; and provided further that, notwithstanding the foregoing, the Board may exclude any pet permitted by this paragraph which the Board, in its sole discretion, deems to be a nuisance to other unit owners or the association as owner of the common elements.

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In accordance with the restrictions of the preceding paragraph, and all rules and restrictions set forth in the Bylaws, the Declarant Rules or any Special Rules established by the Board of Directors, unit owners and residents of Spring Forest Condominiums may maintain pets within their units in compliance with the stricter of any local leash law requirements or all rules and restrictions previously mentioned, including but not limited to the following:

- 1 Owners/residents must not allow dogs residing within their unit to relieve themselves near buildings, air conditioning units or grass and shrubbery areas along sidewalks. Dogs should be walked well away from buildings.
- 2 Owners/residents walking a dog on any portion of Spring Forest property must have a waste removal device (i.e. plastic bag or scooper) and must remove the waste by "scooping the poop" at the time it is deposited, and placing it in an acceptable trash container. Residents not removing waste shall be in violation of these rules
- 3 Pets shall not disturb or annoy residents at any time
4. Noises generated within a unit must not exceed a level that can be heard outside the unit. If a pet can not reside within a unit without disturbing other residents, the pet must be removed from the property.
5. Pets are allowed outside a unit only when accompanied and maintained on a leash, and at no time shall pets be allowed to run free or be tied outside of a unit.
6. All sidewalks, stairways and patio areas are defined as "limited common elements", and therefore shall not be used to house, cage or pen pets.
- 7 Dogs not on a leash and not accompanied while outside a unit are subject to being removed from the property at any time either by an animal control officer or by other contracted animal removal services. The cost or expense incurred by the Association or by the unit/pet owner associated with the removal, boarding, or discharge of any pet in violation of these rules will be the sole responsibility of the unit/pet owner.
- 8 The number of pets maintained within a unit is limited to no more than two dogs, two cats, or any other household pets, but not to exceed three (3) total animals at any time.
9. Infractions of these rules by residents will result in the following:
 - a. First violation: Unit owner/occupant will receive a warning letter.
 - b. Second violation, a \$50.00 fine imposed upon the unit owner/occupant.
 - c. Third violation, a \$100.00 fine imposed upon the unit owner/occupant
 - d Fourth violation, a \$200.00 fine imposed upon the unit owner/occupant
 - e. Additional violations, a \$200.00 fine will be imposed upon the unit owner/occupant for each recurring violation in addition to legal action against the unit owner/occupant. The Association will seek relief of all legal fees and expenses incurred as a result of any action required by the Association against a unit owner/occupant as a result of continued violations of rules.

Vehicle Rules

Parking

Parking spaces for vehicles owned and routinely used by unit owners or occupants are limited to two (2) parking spaces per unit. Due to parking space availability, the use of additional parking spaces in excess of the two (2) allocated spaces per unit can only be granted by written permission from the Board of Directors, and is subject to revocation as new buildings and units are added to the development and parking spaces become more difficult to acquire. Unit owners/occupants utilizing more than two (2) parking spaces without written permission from the Association are subject to having vehicles towed from the premises.

The Board of Directors may designate assigned or handicapped parking spaces, either in part or in whole. In addition, parking stickers may also be implemented by the Association and registration of unit owner/occupant vehicles with the Association may be required to insure fair availability of spaces. If either of the preceding occurs, a process will be established to allow each unit owner to provide input into the process.

Since some vehicle burglar alarm systems are extremely sensitive and may produce an audible alarm when someone approaches, residents parked at Spring Forest Condominiums may be requested to either discontinue the use of their alarm system or to use a remote alarm signaling device that signals the resident inside their unit. If vehicle alarms are reported, a Notice/Warning Letter will be posted to the offending vehicle and subsequent complaints will result in fines of increasing amounts or until other action by the Association is required.

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Without specific written permission granted by the Board of Directors, the following types of vehicles are expressly prohibited from parking at Spring Forest Condominiums.

1. Oversize Car or Truck – Over ¼ Ton
2. Unlicensed Vehicles
3. Boats
4. Trailers
5. Recreational Vehicles

General vehicle maintenance requiring the use of hand or power tools is expressly prohibited on Spring Forest property. At the discretion of the Board of Directors, vehicles which appear to fall under the following categories are also prohibited from parking at Spring Forest Condominiums.

1. Vehicles requiring obvious mechanical maintenance
2. Vehicles requiring, but not displaying a current NC Safety Inspection Sticker
3. Neglected/Deteriorating Vehicles
4. Stored Vehicles - Not moved for a reasonable period of time
5. Non-Drivable Vehicles
6. Uninsured vehicles

With the exception of vehicles parked on grassy areas, the Association, following a report by a unit owner/occupant that a vehicle is in violation of any of the above rules, shall post a Notice or Warning Letter to the vehicle which will contain at a minimum, the following information.

1. Type of violation
2. Action to be initiated by the Association
3. Contact telephone number to call for further information concerning the notice

The posting of a Notice or Warning Letter to a conspicuous location on the subject vehicle will constitute proper notification to the owner/operator. No additional notification will be required to be sent or provided to the owner/operator before the Association initiates the action stated in the Notice.

Normally, the Association will allow time for the owner/operator to respond to the Notice or Warning Letter or to remove the vehicle prior to initiating the action stated in the Notice, however, vehicles found to be parked on the grass or in other than marked parking spaces will be towed upon sight without requiring prior notice.

Should removal of any vehicle from the premises of Spring Forest Condominiums' be required, a commercial tow company shall be contracted to perform such services and only the registered owner may recover the vehicle from the tow company. Any and all fees and charges resulting from the towing and storage of a vehicle will be the sole responsibility of the owner/operator of such vehicle. The Spring Forest Homeowners Association will assume no responsibility for any storage fees, towing charges, damage claims or any other claims of loss or losses or any other fees or charges, whatsoever, resulting from the removal of a vehicle from Spring Forest Condominiums' property.

Washing Vehicles

Residents are allowed to wash their own private vehicles at Spring Forest Condominiums; however this is limited to regular passenger vehicles and must be accomplished in accordance with local city ordinances. The washing of off-road vehicles heavy laden with mud is prohibited. The following guidelines will be strictly enforced

1. No vehicles are allowed on grassy areas
2. Rinse water must be conserved by using a hose equipped with a properly working cut-off nozzle.
3. Application of soap must be accomplished by utilizing a soap bucket or pan.
4. Devices which require the constant use of running water are not permitted
5. Detergents and cleaners must comply with local city ordinances.

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Hose bibs located on the outside of units were installed for the primary purpose of being used for grounds and building maintenance, however, limited use is also permitted to unit owners. Hose bibs have primary emergency shutoffs on the water distribution manifolds located inside the utility/laundry room of the units in which they are located. **Water hoses shall not be left connected to the outside hose bib.** The water hose owner will be held responsible for the actual cost of repair of frozen and burst hose bibs and pipes caused by their hose being left attached to the hose bib during freezing weather. Estimates for repair cost generally run between \$250.00 and \$350.00 each. It is suggested that owners of water hoses disconnect their hose and store it when not in use.

Keep-Off-The-Grass

All motor vehicles, including but not limited to moving vans or other vehicles used in the course of moving furniture, and vans equipped for cleaning furniture and carpeting, and any other motorized vehicles must remain completely on paved areas of the parking lot and must not encroach upon sidewalks or grassy areas.

Patios, Decks, Sidewalks & Grounds

Balconies and patios: The balconies attached to the second and third floor units and the patios attached to the first floor units shall be limited common elements for the exclusive use of the unit to which they are attached.

Entrance walks and stairs: The entrance walks and stairs attached to each building shall be limited common elements for the joint use of all of the units located in the building.

Residents are required to keep their decks, patios, and sidewalks neat, clean and orderly and are not to be used as storage areas. Nothing shall be attached, in any way, to the outside structure, siding or wood trim.

Trash, including cans, bottles and cigarette butts should be disposed of properly and not thrown from the above areas or left in parking lots. Trash containers are located throughout the property; therefore, if one trash container is filled to capacity, trash should be disposed of by placing it inside another trash container located at a different building. Under no circumstances should trash ever be left outside a trash container or on any common element of the property.

Residents violating these rules are subject to fines set forth under Enforcement of Rules.

Pool Rules

The swimming pool is provided for the comfort and pleasure of Spring Forest residents and their invited guest only. Invited guest must be accompanied by the resident at all times while at the pool and residents must carry a pool/lake pass when at the pool. The combination to the gate may be changed occasionally to prevent access by non-residents. Residents are encouraged to not share the combination with non-residents. Non-residents found to be using the pool without being accompanied by a resident shall be arrested for trespassing.

Each unit may invite a maximum of four (4) guests to use the pool at any one time. Your pool and lake passes are required to be carried at all times while at the pool or when you are fishing in the lake. Only Spring Forest residents and their guests may use the pool and lake.

Any person trespassing inside the pool area after hours or any non-resident in the pool without a Spring Forest resident accompanying them will be subject to arrest and prosecution. Anyone using the pool must comply with the following rules:

SPRING FOREST POOL RULES & REGULATIONS

1. NO LIFEGUARD IS PROVIDED: All swimming will be at your own risk.
2. Food and beverages are only permitted on the pool deck in non-breakable containers. Alcohol is not permitted.
3. No diving is allowed.

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4. The pool is for the use of Spring Forest residents. A unit resident must accompany all guests. A maximum of four (4) guests are permitted per unit at any one time. Badges must be used and everyone must sign in.
5. The pool is open from sunup to dusk daily. The Pitt County Health Department requires that the pool be closed at dusk. Violators will be arrested and prosecuted for trespassing.
6. Parties are not allowed.
7. Suitable swimming attire should be worn and showers must be taken before entering the pool.
8. Children under the age of 16 may use the pool only if accompanied by a responsible adult. No children under 16 are permitted in the pool after 8:00 PM or sundown, whichever occurs first.
9. No one is allowed in the pool with open sores or without waterproof bandages.
10. Tossing games (ball, Frisbee, etc.), running, roller skating, roller blading, skate boarding or bicycle riding are strictly prohibited on the pool deck.
11. The use of radios, tape recorders and musical instruments is only permitted at low to moderate levels, not disturbing to other residents.
12. No animals are permitted in the pool or pool area.
13. Rafts or any other inflatables are prohibited in the pool. This does not include water wings.
14. Children who are not potty trained must wear water-tight diapers (Little Swimmers).
15. Any person trespassing inside the pool area after hours or any non-resident in the pool without a Spring Forest resident with them will be subject to arrest and prosecution.

In addition to the fine schedule established by the Board of Directors for violations of the Spring Forest Homeowners Association rules, anyone who fails to comply with the Pool Rules or who provides non-residents access to the pool, will in addition to the fines established, have all pool privileges revoked for a period of time to be determined by the severity of the violation.

Lake Rules

The lake at Spring Forest Condominiums is provided and maintained for your pleasure and enjoyment. Neither swimming nor boating shall be allowed in the lake, except as approved by the management company for the express purpose of repair, maintenance or cleaning of the lake.

Only unit owners and their minor children residing therein or guests of unit owners who are physically accompanied by unit owners may fish. Physically accompanied shall be interpreted as on the ground in close proximity to said person, and shall not mean in the unit owners condominium, balcony or patio. This is a catch and release lake, therefore, fish caught are to be immediately released back into the lake. No fish may be removed by anyone, including residents.

Young children should always be accompanied and closely supervised by a responsible adult. Never allow small children to play close to the waters edge.

Noise Rules

Sounds originating from within a unit, including conversations, radios, stereos, televisions or pets must not be louder than normal conversation levels, and must never reach such level as to be heard outside the unit with its doors or windows open. Sounds emanating from patios, balconies, or other public areas such as sidewalks, parking lots and any other common area should not exceed a normal conversational level.

Residents arriving home at night, especially after some residents have retired for the evening, should take special care not to disturb their neighbors. Loud noises must be avoided at all times, but especially between the hours of 11:00 P.M. and 8:00 A.M.

Signage Rules

No "For Sale" or "For Rent" signs or other window displays or advertising shall be maintained or permitted by any unit owner or occupant on any part of the condominium without the prior written consent of the Board or as provided for by the rules and regulations promulgated from time to time by the Board or the association or in the Bylaws.

"For Sale" or "For Rent" yard signs placed on the property during the spring, summer and fall, must be placed in locations which do not interfere with grass mowing machines. These areas are defined as non-grassy areas along sidewalks and in front of buildings, generally, areas not covered by grass

Damage and Accident Reporting

Although loss or damage to personal or real property at Spring Forest is extremely rare to almost non-existent, residents and unit owners who experience or witness damage or loss to vehicles, personal property, buildings or other common elements on Spring Forest property should immediately report the incident to the appropriate legal authority (police or fire department by dialing 911) and also to the management company at 754-9946. Regardless of how minor or severe any damage, accident or injury occurring on Spring Forest property, it is the responsibility of any unit owner, as partial owner of such common elements, to immediately report the incident in order to establish a record of the damage. Failure to immediately notify authorities could jeopardize the proper resolution of the incident

The cost associated with damage repair to common elements of the Association, including but not limited to the parking lot, area lights, shrubs, trees, bushes, walks, pool or pool house, buildings, building lighting, signage, grasses, dumpsters, dumpster fencing, or any other common element, must be paid as a common expense incurred by all unit owners unless the person(s) responsible for the damage is identified and required to make restitution to the Association. Without restitution, the cost of such repairs will be equally assessed to each unit owner; therefore, for the benefit of each unit owner, the Association requests that any person witnessing damage to common elements at Spring Forest, report any such incidents and identify any person(s) responsible for such damage in order to minimize assessments to unit owners.

Enforcement of Rules

Although the Board of Directors and the Association have implemented a variety of means to assist in the enforcement of the rules that govern residency at Spring Forest Condominiums, a standard set of financial penalties has been established in accordance with the Bylaws, the Declaration, and the Act.

Fines: Persons violating these rules will be subject to the following:

1. First violation: Unit owner/occupant will receive a warning letter.
2. Second violation, a \$50.00 fine imposed upon the unit owner/occupant
3. Third violation, a \$100.00 fine imposed upon the unit owner/occupant.
4. Fourth violation, a \$200.00 fine imposed upon the unit owner/occupant.
5. Additional violations, a \$200.00 fine will be imposed upon the unit owner/occupant for each recurring violation in addition to legal action against the unit owner/occupant. The Association will seek relief of all legal fees and expenses incurred as a result of any action required by the Association against a unit owner/occupant as a result of continued violations of rules

Unit owners/occupants are encouraged to immediately report violations of any rules to the management company at 754-9946, or to a Board Member.

For each violation, the unit owner/occupant will receive a written Notice which will vary with offense and if applicable, will be provided with a due date for paying any fines assessed for the violation. Fines remaining unpaid at the close of business on the due date provided in the Notice will be posted to the unit account as a past due

amount and will be subject to treatment under the "Delinquent Dues Policies & Procedures" section of this document.

Payment of Monthly Assessments

In accordance with the rules set forth in the Bylaws, the Declaration, and the Act, the Board of Directors annually reviews past expenditures and projected future obligations of the Association and establishes a total annual assessment that when divided equally among each unit owner, and payable in 12 monthly installments, will satisfy the total annual obligations of the Association. This assessment is generally referred to as the "Association Dues"

The Association requires that all unit owners share equally the cost of retiring common expenses and providing those services that have been charged to the Association to provide. Factors that influence the amount established are the normal charges plus increases due to inflation or additional services for such things as city water, casualty insurance*, CATV, grounds maintenance, area lighting, pool operations, reserve funding, taxes, building maintenance, management fees, professional fees, etc. It is the policy of this Board to establish such monthly Association Dues as are reasonably required to satisfy such obligations

* see insurance coverage

Delinquent Dues

Under the provisions of the condominium documents and North Carolina General Statutes 47C-3-116, any assessment levied against a unit, which remains unpaid for a period of thirty days or longer, shall constitute a lien on that unit when filed or recorded in the office of the Clerk of Superior Court. That lien may be foreclosed in the same manner as a mortgage on Real Estate under power of sale. Fees, charges, late charges, fines and interest charged pursuant to Statute are also enforceable as assessments under that section. In addition, the Homeowners Association has the right to bring suit against the unit owner for unpaid assessments and the prevailing party is legally entitled to reasonable court cost and attorney's fees.

Collection Policies: Monthly Homeowner Association Dues are due payable in full at the office of the management company on the first (1st) day of each month and are considered to be late if not received by the close of business on the tenth (10th) day of each month. If Association Dues are unpaid after the tenth day of the month, a late notice will be sent to the unit owner informing the unit owner of such delinquencies and a \$25.00 late fee will be assessed to the delinquent account.

If the Association Dues are delinquent for two months, in addition to the late fees, a legal/administration fee of \$75.00 will be charged to the account to cover the cost associated with preparing and filing a lien against the unit with the Clerk of Superior Court, Pitt. County. Once filed, the lien will remain in effect until such time as the Association has received payment-in-full for all delinquent dues, fees, charges, late charges, fines, attorney fees, interest, and court cost.

Notwithstanding the above actions, the Association will seek immediate relief in small claims court for payment of all delinquent dues, fees, charges, late charges, fines, attorney fees, interest, and court cost of any account that remains delinquent for a third month without payment.

Subsequent liens may be placed upon a unit as necessary to protect the interest of the Association

Insurance Coverage

In accordance with the Bylaws, the Declaration, and the Act, the Association maintains in effect, Casualty Insurance upon the property in sufficient amounts to cover the replacement cost of each building located at Spring Forest Condominiums. This replacement coverage carries a \$5,000.00 deductible which the Association will require to be paid by the unit owner found to be responsible for such damage. Unit owners are also responsible for damages caused by other occupants or guest to their unit

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The Association also maintains public liability insurance for the benefit of the unit owners, occupants and holders of a holder's interest in a contract for deed on a unit, the association, the Board, the manager, if any, the declarant, and their respective officers, directors, agents and employees, in such amounts and with such coverage as is determined by the Board.

As a general rule, although each building has replacement coverage, the Board of Directors encourages each unit owner/occupant to obtain insurance, at his or her own expense, affording personal property, additional living expense, condominium assessment, personal liability, and any other coverage obtainable, to the extent and in the amounts such unit owner/occupant deems necessary to protect his or her own interests; provided that any such insurance shall contain waivers pursuant to Section 7.4 of the Declaration of Condominium, and shall provide that it is without contribution as against the insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds that would otherwise be payable on the insurance purchased by the association due to the proration of insurance purchased by a unit owner, such unit owner shall be liable to the association to the extent of such reduction and shall pay the amount of such reduction to the Association upon demand, and assigns the proceeds of his or her insurance, to the extent of such reduction, to the Association.

The Association's Insurance coverage is limited to the replacement of the unit to the condition in which it was originally constructed, including floor coverings, fixtures, appliances, paint or wall paper and window treatments that were present when the unit was purchased new. This coverage does not include upgrades you or others have added to the unit such as, but not limited to, floor coverings, lighting, fans, cabinetry, window treatments, etc. Consult your insurance provider as to the appropriate means for providing for these added expenditures to your personal policy.

Flood insurance is not provided by the Association. All structures at Spring Forest Condominiums are outside the 100 year flood plane as indicated on surveyed SITE PLAN FOR SPRING FOREST CONDOMINIUMS, Gary S Miller & Associates, Professional Land Surveyors, June 2003.

Pest Control

Two forms of pest control are provided by the Association. An annual subterranean termite inspection of the exterior of each building and any required treatment for subterranean termites is provided as required. In addition, weekly general pest control for insects and other bugs found within a unit is provided.

Although damage from subterranean termites has not occurred at Spring Forest Condominiums, unit owners and residents are requested to report to the management company any suspicious colonization, swarms or mud tunnels usually found in damp or wet locations around the base of building foundations.

For general pest control, one day each week is designated by the exterminator to visit Spring Forest Condominiums. Unit owners/residents desiring general pest control treatment provided by contractors retained by the Association may call the management office to schedule the unit for treatment. Unit owners/residents must be present at the time treatment is performed. General pest control treatment performed on other than the regularly scheduled day will result in an additional service fee charged by the exterminator to the unit owner/resident. The additional charge must be paid by the unit owner/resident and will not be absorbed by the Association.

IMPORTANT LIABILITY RELEASE: Although exterminators contracted by The Spring Forest Condominiums Homeowners' Association Inc. are certified and licensed by the State of North Carolina to provide such services, and there have been no known harmful effects resulting from the use of such services at Spring Forest Condominiums, it is the responsibility of the individual requesting these services within their unit to determine the suitability of such chemicals inside the unit and whether any individual within the unit being treated currently has, or may develop, any allergic reactions or health problems resulting from the use of such chemicals within the unit.

Before scheduling such treatment, unit owners/residents who may have concerns or questions about the type or use of such chemicals within their units should contact the contracted exterminator directly to determine the suitability of such treatment within their unit.

By the act of scheduling a general pest control treatment through the services contracted by the Association, the unit owner/resident requesting such services accepts full and complete responsibility for any damage or claims occurring, whatsoever, including, but not limited to, units being uninhabitable following treatment or any personal injury or illness resulting from the use of chemicals within the unit, and therefore does fully and completely exempt and release The Spring Forest Condominiums Homeowners' Association Inc. from any liability or responsibility, whatsoever, now or forever, occurring to or however caused to anyone as a result of such treatment.

Air Conditioning Condensation Lines

Problem: It is important for each unit owner to maintain their heating and air conditioning units properly to avoid costly repairs to both your unit and if you are upstairs, to those units below you as well. All air-conditioners have condenser coils and condensation drain lines that drain the condensation from your interior air handler unit to the outside. Condenser coils and condensation drain lines may become clogged for any number of reasons including a build up of dust, lint, mold, mildew, bacteria, etc. As the air conditioner runs, the unit continues to remove moisture from the air, and condensation gathers on the coil and drains into the drain pan. If your coil becomes dirty, water will drip off the coil before collecting in the drain pan thus causing a moisture problem. If the drain pan or condensation drain line becomes clogged, water will back up into the drain pan and will overflow into your unit as well. If either of these two occurs, they will generally cause damage to the floors and walls within that unit; however, if your unit is located upstairs, your moisture problem may affect the unit below, possibly causing water damage to ceilings, walls and floor coverings. The extent of the damage usually varies, but could run into the thousands of dollars to repair.

What can be done? At least annually before the cooling season begins, unit owners at their own expense should at a minimum, have their interior air handling unit professionally cleaned to include the coil and condensation line to insure both will drain properly. An acid spray usually cleans the coil sufficiently enough to drain properly into the drain pan. Whatever method is used by the service company, the unit owner must insure that the interior air conditioning condenser coil and condensation drain line will function as it was designed to.

Who's Responsible? It is the responsibility of each unit owner to maintain his/her unit at all times in a good and clean condition, and to repair and replace, at his/her expense, any portion of his unit or any portion of another unit that has become damaged or destroyed by reason of his own acts or omissions, or the acts or omissions of any occupant of his unit. Such payment shall be made upon demand by the unit owners of such other unit.

See Insurance Coverage for more information.