

## Covington Square Condominiums Owners' Association, Inc. Leak Policy



Effective: January 2017  
Updated: November 2023

We provide emergency services 24 hours a day, 7 days a week. Our management company, CAS, Inc. will respond to all emergencies.

In the event of a water damage to a building or a leak, call our CAS, Inc. community manager at CAS, Inc. as soon as possible at 910-295-3791 EXT. 1107. If it is not answered leave a message and/or call the main number 910-295-3791 within the next 5-10 minutes for a CAS, Inc. representative.

When CAS, Inc. receives a call from a homeowner reporting a physical damage primarily relating to water damage, the following actions are initiated and completed per the approval of the Covington Square Board of Directors.

1. Upon receiving an emergency water damage call, CAS, Inc. will dispatch a plumber to respond to the problem or issue as well as telling the homeowner/tenant to cut the water off.
2. The management company will contact the owners/tenants of any units that are involved in the leak to get the plumber in to investigate. If the management company can't speak with a homeowner/tenant, the management company has a right to call a locksmith to the unit to open the unit up for the plumber. The cost of the locksmith is a minimum charge of \$75 and it will be billed back to the owner per board approval. **It is the responsibility of the owner to keep the management company updated with their contact information.**
3. Upon arrival to the property, the plumber will follow the below procedures.
  - a. Plumber will locate the source of the leak and will try to "stop" the water from causing further damage.
  - b. Plumber will let the CAS, Inc. representative know where the leak was coming from so the representative can determine who is responsible for the damage and repair (Covington Square COA or Owner). Pictures will be taken by the plumber to be shown to the management company for their files.
  - c. If it is determined that it is an COA repair, the plumber will go ahead and repair if possible. If it is an Owner repair, the owner will be notified what the cause of the leak was and that it is their responsibility to hire a person to get it repaired ASAP.
  - d. Before the plumber leaves, an initial assessment of the damage will be made - is water extraction needed and what has been damaged by the water that will need to

be repaired. The plumber will notify the representative of CAS, Inc. and let the representative know what the assessment of the damage was.

- e. If the water damage is the responsibility of the association and water extraction is needed the CAS, Inc. representative will call out a mitigation contractor (Pinnacle Carpet Care, MSI, or 24 Restore) to start the extraction of water and the drying process.

If the water damages another unit but it is determined that the Owner of the unit where the leak originated is responsible, the CAS, Inc. representative will call out a mitigation contractor (ex. Pinnacle Carpet Care, MSI, or 24 Restore) to start the extraction of water and the drying process. Upon approval of the Board this will be billed back to the owner of the unit of where the water damage originated.

If the water damages only the unit that it originates in and it is determined that the Owner is responsible for the repair, the owner will be responsible to call any mitigation contractor within the next 24/36 hours to start the extraction of water and the drying process.

- f. In all cases, the mitigation contractor will take pictures to support the findings and the damages.
4. If the damages and repairs are the responsibility of the OWNER, CAS, Inc. will suggest to that owner to contact their insurance agent to inform them of the situation.

The Master Insurance Policy has a deductible of \$5,000.00 and only makes repairs to bring the unit back to its original construction. If the unit has "betterments" the owner or owner's insurance is responsible to pay the difference. If the homeowner places a claim or if the Association places a claim, the owner could be assessed the \$5,000.00 deductible from the COA Board. Placing claims on the master policy can lead to premiums rising and/or the insurance company dropping the COA.

5. If the damages and repairs, in their unit, are the responsibility of the OWNER, the OWNER has up to 7 days from the day the water damage occurred to start getting the unit repaired. If this does not happen, the Association could intervene and decide to repair the unit back to its "original" construction and bill the owner back the costs of the repairs.

If this is a repeated leak within 8 days from the original leak (in the same location), there will be no coverage under the COA's insurance policy.

If the damages and repairs are the responsibility of a UNIT OWNER, but in a unit other than the responsible owner's unit, after the drying process is done the management company will issue a work order to a contractor of the Board's choice to make the necessary repairs to the unit back to its "original" construction. The Board will then assess the cost of the repairs to the owner who is responsible for the repairs.

If the damages and repairs are the responsibility of the ASSOCIATION, the management company will issue a work order to a contractor of the Board's choice to make the necessary repairs to the unit back to its "original" construction.

### **Responsibilities of the ASSOCIATION**

1. If a leak originates in a common element or due to the acts or omissions of the Association or its agents.
2. If a pipe bursts between the walls of the units, or outside the walls.
3. If a pipe bursts in the ceiling.

### **Responsibilities of the OWNER**

1. Leaks originating within the unit boundaries due to the acts or omissions of the owner, tenant, agent, or guests.
2. Leaks that cannot be attributed to the acts, omissions of a unit owner or the Association, damages to the limited common element itself (Elements of condominium living units that are assigned to specific tenants but are still considered to be property of the condominium. Limited common elements can include front doors, balconies or windows. They can also extend to parking places and boat slips.), will be repaired by the Association; however the cost associated with these repairs will be assessed to the unit.
3. If a leak originates from inside the unit
4. If a leak originates from a toilet, sink, shower, tub, washing machine, water heater, HVAC, or garbage disposal.
5. If a leak originates from a supply line inside the unit from an icemaker, A/C, HVAC, etc.

**Note:** This policy can be changed at any time at the discretion of the COA Board of Directors. In the event the policy is changed or modified, owners will be notified.

