

Echo Hill Townhouse Condominiums
Solid Fuel-Burning Heating Source/Appliances Policy
(Effective 8/11/11)

Whereas, the Board of Trustees of the Echo Hill Townhouse Condominiums has agreed to not restrict an owner's right to access a heating source or unduly increase the costs of access to a heating source, it is hereby declared that:

- 1) Any Solid Fuel-Burning Heating Source including the chimney or vent structure located at Echo Hill Townhouse Condominiums shall be wholly contained within the owners Unit.
- 2) Exit venting of all Solid Fuel-Burning Heating Sources shall be confined only to the roof.
- 3) The installation of a Solid Fuel-Burning Heating Source shall be limited to Units which contain fire-walls through roof.
- 4) All Permits, Installation and Operation shall be in Accordance with current State Building Code, State Fire Code, Public Safety Code and any other applicable codes including subsequent amendments.
- 5) Location of the Solid Fuel-Burning Heating Source including the chimney or vent structure shall be at the discretion of the Board of Trustees and may not be installed without the express written consent of the Board of Trustees in the form of an approved application for installation.
- 6) An Uninterrupted Power Supply (battery back up) approved by the appliance manufacturer shall be installed and functional at all times. Smoke Detectors and Carbon Monoxide alarms shall be installed and permitted prior to Heat Source installation and remain functional at all times.
- 7) Access to common roof space shall be solely by means of a non-permanent ladder equipped with extensions and booties along the exterior of the building which is to be removed when work is complete. Traffic on the roof surface shall be kept to a minimum to prevent deterioration of roof life.
- 8) The approved location for a Solid Fuel-Burning Heating Source including the chimney or vent structure by the Board of Trustees shall be awarded on a case-by-case basis by the Board of Trustees. Upon receipt of an approved application for installation of a Solid Fuel-Burning Heating Source including the chimney or vent structure and the exit venting on the common or limited common area of the Echo Hill Townhouse Condominium, the owner of the Unit shall agree in writing to the following:
 - a) To indemnify and hold the Association harmless for any damage caused to the common or limited common elements of the association and/or any liability arising from the location and installation of the Solid Fuel-Burning Heating Source including the chimney or vent structure; to include but not limited to roofs, ice dams, interior of the Unit, exterior and interior of other Units,
 - b) To have the Solid Fuel-Burning Heating Source including the chimney or vent structure installed such that it is not within sight of the street/sidewalk or side view of the Condo building,
 - c) To maintain the Solid Fuel-Burning Heating Source including the chimney or vent structure, storage area and any related hardware, including but not limited to smoke and carbon monoxide alarms, in a manner that causes the equipment to remain reasonably attractive and in sound structural and optimum working condition including ,
 - d) To store Solid-Fuel in enclosed pest proof containers in the Units allocated garage space (not infringing on space required for the parking of a vehicle) to prevent infestation; Unit owner agrees to unnoticed periodic inspection of designated storage space,
 - e) To dispose of ash and residue in a proper and responsible manner in Accordance with current State Building Code, State Fire Code, Public Safety Code, insurance requirements and any other applicable codes including subsequent amendments,

- f) To accept full liability for, and to restore any damage to the common or limited common elements as a result of installing, maintaining, removal or replacement of the Solid Fuel or the Solid Fuel-Burning Heating Source including but not limited to the roof, chimney or vent structure,
- g) To hold the Association and its vendors harmless for any damage caused to the solid Fuel or the Solid Fuel-Burning Heating Source including the chimney or vent structure or related equipment in the course of providing build, renovation or repair/maintenance services to the Association,
- h) Unit owner shall maintain in force a Condominium Insurance Policy (HO6 or equivalent). The policy shall provide Full Replacement Cost Coverage for the portion of the unit not covered, as per the deed, by the Master Policy. The coverage shall be written on an Open Peril Basis customary to what is available in the Industry. The policy shall also include a liability limit of at least \$100,000 and a Special Assessment limit of at least \$10,000.
- i) To pay for any and all fees incurred for the processing and filing of said Solid Fuel-Burning Heating Source Appliance Agreement against the property deed.

9) The location, use and entitlement to these devices, and the rules governing the same, shall be subject to change as future regulations are promulgated by the local, State and Federal Government. There shall be no vested rights created by any approval; all approvals being simply a license granted on a temporary, conditional basis.

In accordance with the terms listed herein, the Board of Trustees of the Echo Hill Townhouse Condominiums does hereby grant _____, owner(s) of _____ Echo Hill Townhouse Condominiums, permission to install a Solid Fuel-Burning Heating Source including the chimney, vent structure and a designated storage area in the following manner and location:

Per application and plans submitted and:

This permission is subject to agreement to and compliance with the Solid Fuel-Burning Heating Source Policy for the Echo Hill Townhouse Condominiums, which is incorporated here by reference, and is an integral part of this approval.

Approval granted by majority vote of Board of Trustees on _____ :
Date

Jeanne L. Harlow, Property Manager

Date

The undersigned Owner(s) hereby agree(s) to all of the terms and conditions stated in the Solid Fuel-Burning Heating Source Policy for the Echo Hill Townhouse Condominiums, as listed herein and accepts full responsibility for the costs associated with maintenance, repair, and removal of the Solid Fuel-Burning Heating Source including the chimney or vent structure or Solid Fuel and related equipment in Unit and upon the common or limited common elements of the Echo Hill Townhouse Condominiums.

Furthermore, the undersigned agrees to indemnify and hold the Association harmless for any acts, losses, or liability associated with, the Solid Fuel-Burning Heating Source including the chimney or vent structure or Solid Fuel upon the common or limited common elements of the Echo Hill Townhouse Condominiums.

Owner(s), ___ Unit Echo Hill Townhouse Condominiums

Date

Printed Name(s) &/or _____

Street Address

City, State, Zip