

**BLUFF CONDOMINIUM ASSOCIATION**  
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**Windows, Sliding Glass Doors, and Front Door Policy**

Background and Purpose

Section 2.2 of the CC&Rs state that "...the physical windows and doors themselves are part of the Common Area as herein defined". As such, the purpose of this policy is threefold:

- I. Association Repair or Replacement: To address legitimate maintenance issues related specifically to the functionality of the windows/doors, as determined by the Board and/or its manager.
- II. Owner Replacement and Reimbursement: To allow owners to upgrade the windows/doors to their unit at their cost and to set a policy in relation to reimbursing owners if and when the Association undertakes association-wide replacement of windows/doors. Nothing contained herein obligates the Association, at any time, to undergo an association-wide replacement. In addition, if an owner is reimbursed because windows/doors have already been replaced, those windows/doors, at the time of association-wide replacement, will not be replaced.
- III. Replacement Standards: To define approved window/door standards in relation to replacement and reimbursement.

**I. Association Repair or Replacement**

The Association, at its sole discretion, shall determine whether or not a window or door needs to be repaired or replaced. If an owner believes that repair or replacement is warranted, management should be contacted. The following steps will be completed:

1. Management will inspect the window/door and make a determination as to whether or not the window/door warrants replacement and/or repair.
2. If it is deemed that the window/door needs repair or replacement, it will be completed at the Association's cost. Replacement windows will be installed per the base-grade standards below; however, owners may upgrade at their cost.
3. The owner may appeal management's decision at the next Board of Directors meeting.
4. The Board decision will be final.

During this process, the following should be noted:

1. Most windows and doors are original and "like new" condition and functionality should not be expected. If this is the owner's goal, replacement pursuant to Section II should be considered.
2. Any damage done to the door as a result of misuse – regardless of whether or not that damage took place prior to the current owner owning the unit – will be the responsibility of the owner. Examples include, but are not limited to, dog scratches on doors, damage to the wood as a result of negligence on the inside, forcing doors off track and causing breakage, etc.
3. Insulation qualities will not be considered for Association repair or replacement.

**II. Owner Replacement and Reimbursement**

Owners wishing to replace the windows/doors to their units may do so at their own expense provided that the windows comply with the Replacement Standards per Section III, below.

Owners due so entirely at their own expense and will only be reimbursed when/if the Association elects to replace all windows or doors.

Should the Association undergo an association-wide replacement of windows/doors, the owner of any unit that has had its windows replaced (and provided those windows are in good working order) will be reimbursed the cost of the windows or doors. Reimbursement will take place shortly after the association-wide replacement takes place and the reimbursement cost will be the cost that the Association would have paid the Association's contractor for the Base-Grade windows/doors.

If an owner wishes to add a window where one does not currently exist and/or enlarge an existing window, Board approval is required prior to work taking place.

Nothing contained herein obligates the Board, at any time, to initiate an Association-wide replacement of windows/doors. Owners wishing to upgrade common area by replacing their windows/doors do so without any timely expectation of reimbursement. In addition, reimbursement runs with the Unit, not the owner and if the Association reimburses an owner, it will be the owner of record during the time of reimbursement, whether or not that owner paid for the replacement of those windows or not.

### **III. Replacement Standards**

Windows and Sliding Glass Doors – Without the written permission of the Board of Directors, only certain Pella brand windows and sliding glass doors are approved for replacement. The Base-Grade Window/Sliding Glass Door will be the Pella “Impervia” windows and sliding glass doors which are fiberglass on both the interior and exterior. Any Pella metal clad exterior window is also approved provided that any additional costs to upgrade are owner responsibility as outlined herein.

The exterior of all windows and sliding glass doors must be the Pella brown color. If purchasing in-window shades, owners should be mindful of shade color and stick to tans and whites. Bright or dark colors are not allowed.

Front Doors – Due to the fact that the existing doors are not readily available without vendor customization, all new front doors purchased at owner expense must be approved by the Board of Directors in writing. The Base-Grade Door shall be determined when (if) the Association initiates association-wide replacement.

Storm Doors – Storm doors are not considered the responsibility of the Association; however, any storm door installed by an owner must be approved in advance by the Board. It is the owner's responsibility to maintain any storm door to a first-class standard.