

Proposed Amendment to Article XIII (“Exterior Maintenance”)

The Island Walk Board of Directors proposes the amendment below to Article XIII for several reasons. First, we believe that any exterior additions to the original plans for the townhouses should be the responsibility of the individual owner of the townhouse which has the addition, Second, in regard to deck floors, the type of flooring is not consistent across all townhouses (e.g., some are wood, some carpet, some tile). Third, although we are proposing that the deck flooring be each individual owner’s responsibility in regard to cleaning, painting, etc., we recognize that how a deck looks impacts other homeowners. Therefore, if a home owner does not properly maintain (as defined in the amendment below), his or her deck flooring (e.g., it is green with mildew) and it becomes unsightly to other homeowners from their townhouse, the Board can request that the owner properly maintain it. If the needed maintenance is not done within 60 days, the Board will have the deck(s) properly maintained and the homeowner will be charged for the expense of the maintenance.

The second sentence of Article XIII, which is “Such exterior maintenance shall not include glass surfaces, screens, awnings, and if permitted, approved additions to dwellings made after completion of the initial dwelling (unless maintaining of such addition is affirmatively assumed by the Association) or the repair or reconstruction of any improvements on any Lot, the cost of which repair or reconstruction would be covered by casualty insurance, whether or not a policy of casualty insurance is in effect” shall be deleted in its entirety and the following paragraphs shall be substituted:

“Such exterior maintenance shall not include glass surfaces, screens, screen porches, and the framing for such screens and porches, awnings, deck enclosures, tool sheds, storage sheds, and any approved additions made at any time after a unit was originally built (unless maintenance of such additions is affirmatively and in writing assumed by the Association), nor shall it include the repair or reconstruction of any improvements on any Lot, the cost of which would be covered by casualty insurance, whether or not a policy of casualty insurance is in effect. Neither will the Association be in any way responsible for any unapproved additions or improvements already in place.”

“The Association requires individual unit owners to be financially responsible for the maintenance of their own upper and lower exterior rear deck floors. The term “maintenance” as used herein is meant to include: Periodic cleaning, sealing, staining and/or painting as desired, as well as repair and replacement of deck flooring as needed. This specifically excludes joists, railings, pilings, and any other structural elements (*except* the flooring) of the decks, which shall remain the responsibility of the Association. This notwithstanding, it is incumbent on owners to perform routine cleaning and inspection of all structural elements of the decks, and to report any problems to the Association in a timely manner. If an owner does not properly maintain his or her deck flooring and it becomes unsightly to other homeowners from their townhouse, the Board will notify the owner of said deck(s) that his or her deck must be properly maintained

within 60 days. If it is not, the Board will have the deck maintained and charge the owner for the expense.”

Please vote on the amendment proposed above by checking “YES” or “NO” below and return your vote to E.A.B. Association Management with your next dues payment. Thank you.

_____ **YES, I vote for the proposed amendment.**

_____ **NO, I vote against the proposed amendment.**