

PALMETTO POINTE TOWNES, OA

BOARD OF DIRECTORS

Kathy Isaacs, Lisa Bailey, Lisa Galella

DATE: May 26, 2020
TO: Palmetto Pointe Townes, OA Owners
FROM: Palmetto Pointe Townes, OA Board of Directors
RE: Exterior Townhome Maintenance

The Board has recently received some requests asking Palmetto Pointe Townes Townhome OA to address exterior and/or roof maintenance issues for individual townhomes. As a reminder to owners (newer and longer-tenured), townhome owners are responsible for all exterior maintenance subject to the items set out below – all subject to the OA’s power to ensure compliance with community standards. ***Therefore, please let this Memorandum dated May 26, 2020 serve as formal notice to all current townhome owners that the exterior maintenance of each Palmetto Pointe Townes Townhome OA unit remains the responsibility of each individual owner.***

Exceptions to this policy are the annual exterior power washing (though individual owners may need to power wash more frequently) and, when the time is right, the OA’s plan to contract for roof replacement for the townhomes. Directing the roof replacement allows the OA to achieve better pricing and uniformity of design while also ensuring quality control and that a proper warranty is in place. Power washing is funded through annual fees and the roof will be funded as an expected special assessment, all to be more finally determined when the time approaches. The Board asks that you be aware of the plan for a future special assessment(s) for roofs and that you prepare accordingly. Please contact management if you have any questions.

Thank you.

If you have any questions or concerns, please don’t hesitate to reach out to our Association Manager, Dave Lewellen.

Dave may be reached at the following:

Phone: (843) 785-4775 ext. 207 | Email: Dave@IMCHHL.com

Section Ten. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section Eleven. Working Capital Fund. At the time of closing of the sale of each Lot, a sum equal to at least two months' assessment for each Lot shall be collected and transferred to the Association for use as working capital. The purpose of said fund is to insure that the Association will have adequate cash available to satisfy expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts paid shall not be considered advance payment of monthly installments of annual assessments.

Section Twelve. Default By Association: Upon default by the Association in the payment to the jurisdiction entitled thereto of any assessments for public improvements or ad valorem taxes levied against the Common Areas, which default shall continue for a period of six (6) months, each Owner of a Lot shall become personally obligated to pay the jurisdiction a portion of the taxes or assessments in an amount determined by dividing the total taxes and/or assessments due to the jurisdiction by the total number of Lots in the Properties. If the sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, the sum shall become a continuing lien on the property of the Owner, his or her heirs, devisees, personal representatives, and assigns. The taxing or assessing jurisdiction may either bring an action at law against the Owner personally obligated to pay the same, or may elect to foreclose the lien against the property of the Owner.

Section Thirteen. Exempt Property. The following Property subject to this Amended Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or any interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Areas;
- (c) All properties exempt from taxation by State and Local governments upon the terms and to the extent of such legal exemption;

Section Fourteen. Exemption from Assessments for Property Owned by Developer or Builders. Developer and Builders may be exempt from annual assessments on unoccupied Lots only during the Class B membership provided and for so long as Developer and Builders shall fund all Association operating deficits. A Lot initially occupied or conveyed to an Owner other than the Developer and Builders shall be fully assessed. The obligation to fund budget deficits is a lien against all the land owned by the Developer and Builders, as appropriate, included within the Properties.

ARTICLE VI
EXTERIOR MAINTENANCE AND PARTY WALLS

Section One. Exterior Maintenance. In addition to maintenance and replacement of facilities and equipment of the Association, the Association may choose, in its absolute discretion, to provide exterior maintenance upon each Lot as follows: paint and/or stain the exterior of the residential unit on the Lot; repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs (excluding those planted by an Owner), grass, walks, mailboxes, fences installed by Declarant or the Association, exterior post lights (excluding electricity therefor), and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Further, the Owner of any Lot may, at his or her election, plant flowers in the front and rear beds established by Declarant in developing the Lot, provided that such maintenance by the Owner does not hinder the Association in performing its maintenance of the exterior of the residential unit and the remaining yard spaces. No maintenance by an Owner shall reduce the assessment payable by him or her to the Association. The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Association.

(As a matter of information to future Members of the Association, the Declarant desires to make it known that due to differing amounts of exposure to the elements and other factors, some Lots may require more maintenance than others and that it is in the best interest of the entire Association that all units be properly maintained and that the Association shall be required to provide such maintenance provided for herein and make a uniform charge without regard to the actual cost of maintenance of each Lot.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his or her family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject, which is not subject to any maximum. The Association is hereby granted an easement right of access to go upon any Lot for performance of repairs or maintenance, the responsibility of which is the Association's hereunder.

The Association may elect not to provide the exterior maintenance on the individual Lots within the Properties, as set out above, and the Association agrees to give the Owners at least ninety (90) days of written notice of such election. The Owners and their mortgagees agree to such a right and election on the part of the Association. Upon receipt of such written notice of election, the Owners, and their mortgagees if applicable, agree to maintain the exterior of the Lots in good condition and appearance and in accordance with the provisions of this Section One and all other requirements of this Amended Declaration. In the event the responsibility to maintain the exterior of the Lots is transferred to the individual Owners as aforesaid, the Association shall be obligated to consider the amount of the Assessments then in effect under Article V above and make such a reduction in the Assessments as may be deemed appropriate, keeping in mind the need for the Association to maintain adequate reserves and preserve the financial viability of the Association.

Section Two. Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residential units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party