

EXTERIOR MAINTENANCE POLICY

Policy # 1

Source of Authority: Tar Landing Homeowners' Association Board of Directors

Consolidation, Restatement and Amendment of Declaration and Covenants, Conditions and Restrictions of Tar Landing Villas

Revision Authority: Tar Landing Homeowners' Association Board of Directors

History: **Board Action:** Adopted, as amended, at the 2008 Annual Homeowners' Meeting, May 2008

Effective Date: May 24, 2008

1.1 Purpose

This policy is to provide clear and consistent guidance to each homeowner regarding any exterior physical and/or ornamentation/decoration modifications to their unit and to insure a fair and equitable sharing of exterior maintenance costs. It is hoped that this policy will encourage preventive maintenance on the part of each unit owner.

1.2 Scope

This policy applies to all homeowners of Tar Landing Villas.

1.3 Policy

- A. Any alteration to the exterior appearance of any individual unit must be approved, in advance, by the Board of Directors and must be generally in conformity with the existing structures. To initiate the Board approval process, the homeowner must submit the attached Exterior Modification Agreement and/or Exterior Ornamentation/Decoration Agreement. Alternations shall be defined as any exterior appearance deviation from the original "As Built" structure. This definition shall include, but is not limited to, the color, the style, and the texture of all exterior doors, garage doors, windows, shutters, awnings, and aerials. Board approval must occur prior to the start of any modification project.

- B. In the event of a violation or breach of this policy by any owner, or agent thereof, the owners of other units or any of them or the Association, jointly or severally, shall have the right to proceed at law or in equity to compel the compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Board of Directors of the Association shall have the right whenever there shall have been any violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected or removed by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to

enforce any right, reservation or conditions contained within this policy, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions or obligation in this policy contained shall in no way affect any of the other restrictions, which shall remain in full force and effect.

- C. The Board of Directors has already approved the addition of storm shutters if any property owner wishes to purchase and install them at their expense. No further approvals are required. The color of the storm shutters should be consistent with the Board approved color scheme for the windows, exterior doors and their respective trims.
- D. The Board of Directors has already approved two exterior door styles. They are the solid panel door and a six-panel door. If a property owner wishes to replace their exterior door(s), they must use one of these two exterior door types. No further approvals are required. The new exterior door(s) should be painted in accordance with the Board approved paint scheme.
- E. The Board of Directors has approved the addition of an Electric Vehicle (EV) charging station if needed by the homeowner. The purchase and installation will be at the homeowner's expense. In addition, the installation shall be by a licensed electrician and must meet manufacturer's specifications and be in compliance with the current electrical building codes. No further approvals are required. As with all approved Exterior Modifications, the homeowner is responsible for all future maintenance of the EV charging station and the maintenance/repair of any interior or exterior modifications of the unit that were required for proper installation.
- F. As noted in item #7 of both agreements (below), upon the sale of the property, the current homeowner must advise the buyer in writing of their obligation to maintain the subject alteration, as originally approved, at their expense and to advise any future buyer of this obligation.
- G. The Board has approved that a homeowner, at their expense, may install a video doorbell (e.g., Ring). No other exterior mounted video cameras or power sources are permitted. Homeowners may install outward facing cameras inside the windows of their units.
- H. The following repair items shall be the responsibility of each unit owner: repair and replacement of window glass, frames and casing; door frames and casing; screens and frames; weather stripping; light fixtures and all hardware items; utility service lines from point of entry into the unit and/or from exterior service cutoff (water) valve; entrance walkways including patio blocks, and stones; and improvements or items added to a unit by the owner that are not common to all units such as outside showers, fixtures, additional walkways, ocean facing ground level decks/platforms (Buildings 5 and 6) that were not part of the original design and construction of the unit and enclosures. Any middle floor or third floor deck extension added to an original deck and that was properly approved will continue to be maintained by the Homeowners' Association.

- I. As a practical matter, the Board has approved that the Homeowners' Association will provide the decorative rocks for the rock garden and for the repair and/or replacement of unit exterior lights. The rock will be available to any homeowner that wishes to use them. The replacement of an exterior light should be the same type currently on the building.
- J. The association shall perform maintenance of the following items: painting of all trim, doors, windows, and frames; repair of parking and driveway areas; trash containers and frames; roofs and siding; middle and top floor exterior decks, and common boardwalks. As noted in Section G above, the ground floor ocean facing decks/platforms on Buildings 5 and 6 are excluded from this maintenance provision.
- K. Any item of repair or maintenance not covered by this policy shall be determined by specific action of the Board of Directors.

Revision History

- A. May 24, 2008**
- B. January 16, 2016**
- C. June 18, 2022**
- D. August 5, 2022**
- E. May 26, 2023**

EXTERIOR MODIFICATION AGREEMENT

UNIT #: _____ SUBJECT: _____

WHEREAS the Tar Landing Villas (TLV) Homeowners' Association represented by its Board of Directors has the discretion to allow individual homeowners, at their expense, the opportunity to alter the exterior appearance of the unit,

WHEREAS TLV Board must approve any plans for the exterior alteration prior to the beginning of construction,

WHEREAS, homeowner is desirous of altering the exterior of his/her unit,

Now, therefore, both the TLV Board and homeowner mutually agree as follows:

1. That, homeowner will submit adequate drawings and explanation to the Board of the alterations for approval.
2. That, the alteration submitted by the homeowner is generally in conformity with the existing structures.
3. That, the Board has the sole discretion to approve such alterations.
4. That, upon receiving approval from the Board, the homeowner will construct the alteration in accordance with the approved plans at his/her expense.
5. That, the approved plans become a part of this agreement.
6. That, upon completion of the alteration, homeowner shall maintain such alteration as originally approved at his/her expense so long as homeowner remains the owner and the homeowner shall be financially responsible for any damage resulting from the modification to his/her or any adjoining unit.
7. That, upon the sale of the property, homeowner will advise the buyer in writing of their obligation to maintain the subject alteration, as originally approved, at their expense and to advise any future buyer of this obligation.
8. That, this agreement is a covenant that runs with the unit and binds any future assignee.

Agreed to this _____ day of _____, 20_____.

Homeowner _____ Unit #: _____

President, Tar Landing Villas _____

Note:

- A building permit must be obtained from the Town of Atlantic Beach for any structural alterations.
- In the event of sale of this unit, agreement must be signed by the buyer.
- Work must be completed within six months of approval.
- Final work must be inspected by and approved by the town and a representative of Tar Landing Villas.

EXTERIOR ORNAMENTATION/DECORATION AGREEMENT

UNIT #: _____ SUBJECT: _____

WHEREAS the Tar Landing Villas (TLV) Homeowners' Association, represented by its Board of Directors, has the discretion to allow individual homeowners, at their expense, to apply ornamentation/decoration to the exterior of the unit, thereby altering the exterior appearance of the unit,

WHEREAS TLV Board must approve any plans for the exterior ornamentation/decoration prior to the display of such ornamentation/decoration,

WHEREAS, homeowner is desirous of altering the exterior appearance of his/her unit,

Now, therefore, both the TLV Board and homeowner mutually agree as follows:

1. That, homeowner will submit adequate drawings and/or explanation to the Board of the ornamentation/decoration for approval.
2. That, the alteration submitted by the homeowner is generally in conformity with the existing ornamentation/decoration.
3. That, the Board has the sole discretion to approve such ornamentation/decoration.
4. That, upon receiving approval from the Board, the homeowner will apply the ornamentation/decoration in accordance with the approved plans.
5. That, the approved plans become a part of this agreement.
6. That, upon completion of the ornamentation/decoration, homeowner shall maintain such ornamentation/decoration as originally approved and the homeowner shall be financially responsible for any damage resulting from the ornamentation/decoration to his or any adjoining unit.
7. That, upon the sale of the property, homeowner will advise the buyer in writing of his obligation to maintain the subject alteration as originally approved and to advise any future buyer of this obligation. In addition, the ornamentation/decoration may be removed, but not altered without Board approval.
8. That, this agreement is a covenant that runs with the unit and binds any future assignee.

Agreed to this _____ day of _____, 20_____.

Homeowner _____ Unit #: _____
President, Tar Landing Villas _____

Note:

- In the event of sale of this unit, agreement must be signed by the buyer.