

Special Amendment On Enclosures

BACKGROUND

As part of the transition work last spring, an Engineering Firm was hired to identify construction defects and reserve funding needs to repair roofs, roads etc. The Engineering Study pointed to a potentially significant reserve deficiency related to enclosures.

The deficiency was derived from the absence of a definition for “enclosures” in the Master Deed resulting in conflicting interpretations. The Trustees’ fiduciary responsibility to the entire ABV ownership demanded that any ambiguity be researched and eliminated.

STEPS TAKEN

During our ongoing negotiations with the Developer, we asked how the term “enclosure” was intended to be defined in the Master Deed. The answer was “three season room or sunroom.”

It should be noted that the research identified that for our sister community at Hillside Village, the maintenance and replacement of enclosures are and have always been the responsibility of the individual unit owners.

RESOLUTION

To eliminate the ambiguity, an amendment to the Master Deed was recorded by the Developer under his authority in Paragraph H of the Master Deed. The amendment adds the term “herein defined as three season rooms or sunrooms” after the word enclosures in Paragraph D(2), and confirms the authority of the Trustees to maintain, repair and replace enclosures by assigning the costs and expenses to the individual unit owner with the exclusive right to use the enclosure.

ADDITIONAL INFORMATION

The Trustees’ research indicates that the life span of the enclosures can be extended with proper care (re-caulking, roof repair in the winter etc.) and when not heated in the winter months (heating promotes leaks).

When fitted with rubber membrane roofs, as some have been, the lifespan may be further extended. The Trustees will shortly introduce a bulk rate plan to purchase these membrane roofs at a significant cost saving for each owner that has a three season room and chooses to take advantage of the program.

IMPLEMENTATION

Effective immediately, all expenses connected to maintenance, repair and replacement of enclosures will be paid for by each individual unit owner. All work must be approved by the Trustees and be undertaken by a licensed and insured contractor

If at any time it becomes necessary for the Trustees to initiate these repairs or replacements, the expenses will be charged to the owner.

Board of Trustees