

Turtle Bay Obligations Chart, 2-13-17

<b>Doc and Section</b>	<b>Association Responsibilities</b>	<b>Owner Responsibilities</b>
Dec § 3	<p><b>Provide Common Services</b> (assuming not changed by Board previously or later) to each Owner and each lot:</p> <ol style="list-style-type: none"> <li>1. periodic landscape maintenance services (including cutting, pruning and maintaining the grass, shrubbery and trees located on each lot and common property);</li> <li>2. monthly pest control services (including interior and exterior services, including termite inspection and control);</li> <li>3. all insurance premiums for coverage for those parts the Association is responsible for maintaining, repairing, or replacing, or, which in the discretion of the Board, is necessary;</li> <li>4. periodic re-painting of the exterior or re-roofing of the units at such time as Association deems advisable; and</li> <li>5. maintenance, repair and replacement of all portions of the dock and dock house.</li> </ol> <p><b>Provide Additional Common Services</b>, if any, that Board/Association voted or votes to provide</p>	<p><b>Maintenance, repair, and replacement of the boat lifts</b> will be the responsibility of the Owner who has exclusive use of the boat slip to which the boat lift is appurtenant.</p>

<p>Dec § 4</p>		<p><b>Pay for assessments.</b> Each Owner agrees to the Declaration and to pay:</p> <ol style="list-style-type: none"> <li>1. a management fee;</li> <li>2. working capital;</li> <li>3. maintenance assessments; and</li> <li>4. special assessments.</li> </ol> <p><b>Pay for Common Services and Additional Common Services.</b></p> <p><b>Assessments shall be</b> a charge and continuing lien on the applicable unit and shall be the personal obligation of that unit Owner.</p>
<p>Dec § 5</p>	<p><b>Collect Maintenance Assessments</b> for a maintenance fund for the following:</p> <ol style="list-style-type: none"> <li>1. lighting;</li> <li>2. pest control;</li> <li>3. landscaping;</li> <li>4. maintenance;</li> <li>5. cutting, pruning and maintaining shrubbery, trees and grass;</li> <li>6. dock and dock house maintenance, repair, and replacement (excluding boat lifts);</li> <li>7. a reserve fund to cover the costs of re-painting and re-roofing the units;</li> <li>8. to pay premiums for casualty, flood, or liability insurance on the Common Property and the parts of the Units which are to be maintained by the Association, such as roofs; and</li> <li>6. Common Services and other things deemed advisable, necessary or desirable in the opinion of the Board/ Association</li> </ol>	

Dec § 6		<b>Shall be obligated to repair or re-shingle the roof</b> of his/her unit if majority of Owners affirmatively vote that the individual owners are required to make such repairs.
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<p>Dec § 7/ Ex. C, 2 and 3</p>		<p><b>Party walls:</b></p> <ol style="list-style-type: none"> <li>1. the costs of maintaining a party wall shall be borne equally by Owners adjoining such wall;</li> <li>2. in the event of damage or destruction of a party wall, except from negligence of Owner(s), Owners shall, unless they otherwise agree, at their joint expense, repair, replace, or rebuild, and each Owner shall have the right to the full use of said wall.</li> <li>3. if Owner's negligence caused damage or destruction of wall, negligent Owner shall bear the entire cost.</li> <li>4. either Owner may repair, replace, or rebuild wall after written notice to the other, and, in such case, may recover from the other his share (or all of such cost in the case of negligence) and shall be entitled to have a mechanic's lien on other Owner's unit.</li> <li>5. any party wall, or portion thereof, shall be repaired, replaced, or rebuilt on the same place where it stands and be of same size, material, quality, and appearance original.</li> <li>6. plans for repair or replacement of party walls must be approved in writing by Board prior to commencement of any work.</li> <li>7. no such work shall compromise the structural integrity of the wall or be in noncompliance with any applicable building code or permitting authority, nor shall such cause any increase in insurance premiums.</li> <li>8. Owners making any repair, replacement or reconstruction of a party wall shall indemnify and hold the Association harmless from any and all damages.</li> </ol>
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Dec § 7/ Ex. C, 4		<b>Party walls:</b> Either Owner shall have right to repair and restore utilities within the wall, subject to obligation to promptly restore at his expense, and payment to other Owner for any damage caused thereby. Owner doing work shall attempt to notify other Owner of such anticipated work and minimize damage.
Dec § 7/ Ex. C, 7		<b>Party walls:</b> No modification without consent of other Owners of wall and Board.
Dec § 8(a)	If any part of the Property or any of the units are damaged or destroyed by fire, other casualty or other cause or event whatsoever, Owner(s) of such units shall cause repair, restoration or rebuild as rapidly as possible, <b>subject to right of Association to direct a different action</b> , as recommended by Board and approved by affirmative vote of not less than 2/3 of Owners, which majority shall include the affirmative vote of all Owners whose units were damaged.	<b>Shall cause repair, restoration or rebuild</b> as rapidly as possible if any part of the Property or any of the units are damaged or destroyed by fire, other casualty or other cause or event whatsoever, subject to right of Association to direct a different action and (b) and (c).
Dec § 8(b)	<b>All repair, restoration or rebuilding, pursuant to Section 8</b> , shall be under supervision and direction as Board deems appropriate	<b>Shall cooperate with and abide by all instructions and directions</b> of Association regarding such repair, restoration or rebuilding.
Dec § 8(c)	<b>Shall have the right reasonably to:</b> 1. approve the architects, contractors, and subcontractors employed for such repair, restoration and rebuilding; 2. select the contractor(s) to perform all or various parts of the work to be done upon the various units which shall have been damaged or destroyed; 3. coordinate the progress of the work among such various dwelling units; and 5. hold the proceeds of any insurance, and to control the disbursement thereof.	

<p>Dec § 8(d)</p>	<p><b>Shall repair, restore or rebuild as required under Section 8:</b></p> <p>1. in any case in which the Owner(s) of the unit concerned fail to repair, restore or rebuild, and</p> <p>2. in any case where more than one contiguous home shall be involved.</p> <p><b>Shall levy a special assessment</b> against all Owners of damaged units in such proportion as Board deems equitable to make up any deficiency if insurance proceeds are insufficient to pay all the costs of work.</p> <p><b>Shall have a continuing lien</b> for any such work furnished by Association.</p>	<p>Owners of damaged units <b>shall pay for special assessment</b> if insurance proceeds are insufficient to pay all the costs of the work.</p> <p>Owners of damaged units <b>shall be subject to a continuing lien</b> for any such work furnished by the Association.</p>
<p>Dec § 8(e)</p>	<p><b>Shall insure the Property, including the Units</b>, against risks without prejudice to the right of each owner to insure his/her unit on his own account.</p>	<p><b>May insure</b> his/her unit on his own account.</p> <p><b>Pay the portion of the premium</b> of such insurance attributable to his/her unit in addition to the maintenance assessment.</p>
<p>Dec § 8(f)</p>	<p><b>Shall not be liable to any Owner</b> for damage to or loss of real or personal property of Owner.</p>	<p><b>Each insurer of Owner's interest in real or personal property shall be bound</b> by each policy concerned, and waive its rights of subrogation against Association.</p>
<p>Dec § 8(g)</p>	<p><b>Obligations of the Association under Section 8</b>, notwithstanding anything therein to the contrary, <b>shall be limited</b> to the repair, restoration and rebuilding of the Common Areas, and it <b>shall not</b> be responsible for the repair, restoration or replacement of any personal property of Owner(s) or others.</p>	

<p>Bylaw § VI(3)</p>	<p><b>Shall not be responsible</b> for the destruction or loss of or damage to the property of any Owner or guest of any owner, visitor or any other person on the common properties.</p>	
<p>Amend, 3/10/04 § 1-3</p>	<p>Docks, covered deck house, slips, pier and all accompanying improvements and boat lift <b>shall constitute Common Property</b> subject to Amendment.</p>	
<p>Amend, 3/10/04 § 4</p>		<p><b>Exclusive use</b> of boat slip and adjacent boat lift per exhibit B.</p> <p><b>Maintenance, repair and replacement of the boat lifts shall be the responsibility</b> of Owner who has exclusive use of the boat slip to which the boat lift is appurtenant</p>