

“NAIL-POP” PROTOCOL

It is the position of the Board of Directors that any damage done to the interior wall covering as a result of the replacement of roofing or siding to any Unit shall be considered “incidental damage”. The Association only employs professional contractors to repair or replace roofing and siding. Therefore, any damage done to the interior of a co-owners unit as a result of such repairs or replacement shall hereinafter be deemed “incidental damage”, as that term is defined in Article V, Section 5 of the Association’s bylaws, as follows:

“Incidental Damage” shall be defined as damage incurred to the drywall and/or floor of a Unit, but excludes any damage to the contents of a Unit, including, but not limited to, wallpaper, carpeting, paneling, furniture and personal property. Notwithstanding anything hereinabove to the contrary, the responsibility of the Association for “incidental damage” to a Unit under provisions of this Section 5 shall not exceed the sum of \$500.00 per occurrence. Any “incidental damage” to a Unit as described in this Section 5 in excess of \$500.00 shall be borne by the Co-owner of the Unit. In the event that the Co-owner shall have insurance which covers “incidental damage” as herein defined, the Association shall not be liable for any “incidental damage” and the insurance carrier of the Co-owner shall have no right of subrogation against the Association. This Article shall not be construed to require replacement of mature trees or vegetation with equivalent trees or vegetation.

Any Co-owner seeking a payment for incidental damage to the interior wallboard, i.e. nail pops, of their condo must request an inspection from Management. A maximum of Fifty Dollars (\$50.00) shall be paid by the Association for each nail pop identified by the Management up to the maximum of Five Hundred (\$500.00).