
INMAN & STRICKLER P.L.C.

ATTORNEYS AND COUNSELORS AT LAW

EITH DENSLOW • LEE A. HANDFORD • MICHAEL A. INMAN • STEWART M. KAHN •
BARRY RANDOLPH KOCH • JEANNE S. LAUER • STEVEN P. LETOURNEAU
GREGORY J. MONTERO • VINCENT R. OLIVIERI • STEPHEN A. STRICKLER
ROBERT V. TIMMS, JR. • ROS R. WILLIS

**Also admitted in NY, FL & SC*

September 9, 2011

Board of Directors
Southampton at Salem Springs Condominium Association
Attn: Gary Williams
4313 Salem Springs Way
Virginia Beach, VA 23456

Re: Casualty insurance coverage and maintenance responsibility

Dear Gary:

You have inquired via email on these two topics as follows:

- 1) What must be covered by our master insurance policy specifically the individual condo units; and
- 2) Homeowner's responsibility for maintenance and repair.

Insurance Issue

As to insurance, that subject is covered in Section 14.4 a of the Declaration. It provides that the building, including the units, shall be covered for casualty losses, ***"including all the Units as originally constructed, furnished and equipped by Declarant,in an amount equal to the maximum insurable replacement value thereofas determined by the Association in consultation with the insurance company providing the coverage."***

Unit owners should obtain coverage for any items within the Unit which has been added after initial construction, such as tile flooring, wall coverings, other upgrades and decorative items as well as furniture - this coverage is mentioned in section 14.3 but not required. You should consider making it a requirement should you amend your documents for other reasons.

INMAN & STRICKLER P.L.C.

Board of Directors
Southampton at Salem Springs Condominium Association
September 26, 2011
Page Two

Under paragraph 11.5 of the Declaration in the event of a casualty loss affecting a unit the Master Policy will cover components of and fixtures in the unit as originally built and equipped. However, if the cost exceeds the insurance proceeds then the unit owner is required to pay the difference. I am not able to tell you if the unit owner can obtain insurance for this gap along with their policy which would cover the improvements and betterments made by them in addition to what the builder installed as discussed in the immediately preceding paragraph in this letter. Each unit owner will need to take up this issue with their insurance advisor.

Responsibility for Maintenance, Repair and Replacement

As to maintenance, repair and *replacement*, this topic is covered in Paragraph 11 of the Declaration. Paragraph 11.1 provides as follows as to common elements:

“The Association at its expense, shall be responsible for and shall maintain, repair and replace all of the Common Elements.”

Paragraph 11.2 provides as follows regarding the unit owner’s responsibility:

“Each Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at his expense, all portions of his Unit including, but not limited to, all doors, windows’ glass, screens, patios, gutters and downspouts, electrical panels, electric wiring, electric outlets and fixtures, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, driveways, the interior and exterior surfaces of all walls, floors, fences and ceilings and all portions of his Unit.”

In order to understand the scope of responsibility of the unit owner we must know the boundaries of the units. That information is found in Paragraph 4.2 - the units upper limit is the lower surface of the roof; there is no lower boundary; the vertical boundary is the vertical planes of the finished surface of the *exterior walls and fences* bounding the Unit and the center of the interior party walls bounding the Unit. There is more detail as to the various elements comprising a Unit set forth in the section which you should read; I have attached a copy of it hereto for your ready reference. Thus, the maintenance,

INMAN & STRICKLER P.L.C.

Board of Directors
Southampton at Salem Springs Condominium Association
September 26, 2011
Page Two

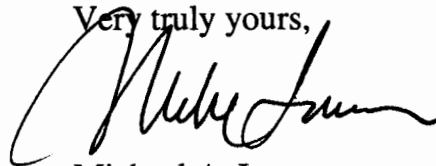
repair and replacement responsibility of the unit owners is quite broad due to the definition of Unit. You did not inquire specifically about replacement but it is covered in the foregoing provisions and impacts the calculation of reserve requirements.

Please note Paragraph 11.4 places liability of the unit owner in the event that he fails to maintain, repair and replace as required - the Association can step in and perform the work and levy a special assessment against the unit. This is a lien on the unit. Also the Association has the right to obtain a court order requiring repair or replacement which, as of July 1, 2011, can be obtained from the lower court which is quicker and less expensive than going to Circuit Court.

Should you have further questions do not hesitate to give me a call.

Thanking you for the opportunity to be of service, I am

Very truly yours,



Michael A. Inman

MAI/tmr
Enclosure