

# Water Leak / Intrusion Policy

(Non-Casualty)

1. Determine Source of Leak
  - Roof Leak – “see roof leak”
  - Pressured Pipe leak – “see pressured pipe leak”
  - Water Intrusion – See “ see Water Intrusion leak”
2. EXHIBIT “A” Unit Boundaries
3. EXHIBIT “B” Association Responsibilities
4. EXHIBIT “C” Unit Owner Responsibilities

# Roof Leak

1. **Roof Leak Reported – Association contacted by unit owner**
2. **Once notified the Association will begin process to address the issue. Surrounding unit owners should be notified to have their units checked for any signs of water intrusion.**
3. **Association will contact the Associations Roofer and schedule an inspection of leaking area and request a repair order. The Association shall have reasonable time to complete the repair.**
4. **Damaged to unit – Replacement or remediation to the unit is handled as a maintenance issue to determine responsibilities. The Association will be responsible for common property and property stated in Association responsibility in the governing Documents. (see Exhibit A and exhibit B). For owners responsibilities see exhibit C.**

# Pressured Pipe Leak

(Source in Unit)

1. Water leak reported
2. Determine the source of the leak
3. The Association will contact the owner of the leaking unit. Owners with units around the leaking unit should be notified to have their units checked for any signs of water intrusion or damage.
4. The first responsibility of the leaking unit owner is to stop the escalation of damage.
5. Owners should contact their insurance companies.
6. Unit owner with leaking unit shall have reasonable time to complete the repair as required by the Associations Governing Documents. Reasonable time is defined as 30 days. If for some reason the unit owner requires more time to complete the repair the unit owner may request an extension. Extensions must be submitted in writing and contain the following 2 items. The reason for requesting the extension and the anticipated completion date. Extensions can only be approved by the Board. Failure for the unit owner to request an extension and complete the repair within the 30 days will force the Association to complete the repair and apply the costs of repair to the unit owner's account. Failure for the unit owner to pay for these cost will result in a lien being placed on the unit and the unit being turned over to legal for collections.
7. Damaged to units – Replacement or remediation to unit is handled as a maintenance issue to determine responsibilities. The Association will be responsible for common property and property stated in Association responsibility in the governing Documents. (see Exhibit A and exhibit B). For owners responsibilities see exhibit C.

# Water Intrusion

(Cracks in walls and non-roof related or pressured pipe)

1. **Roof Leak Reported – Association contacted by unit owner**
2. **Once notified the Association will begin process to address the issue. Surrounding unit owners should be notified to have their units checked for any signs of water intrusion.**
3. **Association will contact contractor and schedule an inspection of leaking area and request a repair order. The Association shall have reasonable time to complete the repair.**
4. **Damaged to unit – Replacement or remediation to the unit is handled as a maintenance issue to determine responsibilities. The Association will be responsible for common property and property stated in Association responsibility in the governing Documents. (see Exhibit A and exhibit B). For owners responsibilities see exhibit C.**

## EXHIBIT "A"

# Unit Boundaries

5.2 Unit Boundaries. Each unit shall include that part of the building that lies within the following boundaries:

(A) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to their intersections with the perimeter boundaries:

(1) Upper Boundaries. The horizontal plane or planes of the unfinished lower surface of the ceiling of the unit.

(2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.

(B) Perimeter Boundaries. The perimeter boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the plasterboard walls bounding the unit as shown in Exhibit "B" hereto, extended to their intersections with each other and with the upper and lower boundaries.

(C) Interior Walls. No part of the non-structural interior partition walls within an unit shall be considered part of the boundary of a unit.

(D) Apertures. Where there are openings in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the unit shall extend to the interior unfinished surfaces of the coverings of such openings, and the frames thereof. Therefore, windows, doors, screens and all frames, casings and hardware therefor, are excluded from the unit.

(E) Utilities. The unit shall not be deemed to include any pipes, wiring, ducts or other utility installations that are physically within the above-described boundaries, but which serve other units or the common elements. Such utility installations shall be common elements.

In cases not specifically covered in this Section 5.2, or in any case of conflict or ambiguity, the graphic depictions of the unit boundaries set forth in Exhibit "B" hereto shall control in determining the boundaries of a unit, except the provisions of Section 5.2(D) above shall control over Exhibit "B".

## EXHIBIT "B"

# Association Responsibilities

**11.1 Association Maintenance.** The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each unit.
- (B) Water lines, up to the individual unit cut-off valve. (C) Cable television lines up to the wall outlet.
- (D) Main air conditioning condensation drain lines, up to the point where the individual unit drain line cuts off.
- (E) Sewer lines, up to the point where they enter the individual unit.
- (F) The exterior surfaces of the main entrance door to each unit.
- (G) All exterior building walls, including painting, waterproofing, and caulking.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be, performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense unless the need for the work was caused by the unit owner. Regardless of the foregoing, the Association shall not be responsible for incidental damage to any alteration or addition to the common elements made by a unit owner or his predecessor in title.

## EXHIBIT "C"

# Owners Responsibilities

11.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and of certain limited common elements. The owner's responsibilities include, without limitation:

- (A) All screens, windows, window glass, and related hardware and frames.
- (B) The entrance door to the unit and its interior surface.
- (C) All other doors within or affording access to the unit.
- (D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit and serving only the unit.
- (E) The circuit breaker panel and all electrical wiring going into the unit from the panel.
- (F) Appliances, water heaters, smoke alarms and vent fans.
- (G) All air conditioning and heating equipment, thermostats, ducts and related installations serving the unit exclusively.
- (H) Carpeting and other floor coverings.
- (I) Door and window hardware and locks.
- (J) Shower pans.
- (K) The main water supply shut-off valve for the unit.
- (L) Other facilities or fixtures which are located or contained entirely or partially within the unit and serve only the unit.
- (M) All interior, partition walls which do not form part of the boundary of the unit.

11.3 Other Unit Owner Responsibilities:

- (A) Porches or Lanais. Where a limited common element consists of a porch or lanai area, the unit owner who has the exclusive right to use the area shall be responsible for day-to-day cleaning and care of the walls, floor and ceiling bounding said area, if any; and all fixed glass and sliding glass doors in portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of

## EXHIBIT "C"

light bulbs. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building and the concrete slabs. No porch or lanai may be covered or enclosed in any way without the prior written approval of the Board of Directors. The maintenance, repair and replacement and insurance of such approved covering or enclosure is the responsibility of the unit owner. Maintenance, repair and replacement of all screening is the responsibility of the unit owner.

(B) Covered Parking Spaces. Maintenance of all interior spaces within the covered parking spaces shall be the unit owner's responsibility. Each unit owner shall keep the property free from grease, dirt and grime. Maintenance of exterior, roof, and structural components of the covered parking space shall be by the Association and shall be a common expense.

(C) Interior Decorating. The unit owner is responsible for all decorating within his own unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

(D) Flooring. All units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms or laundry rooms. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g., marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any work being done. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner.

(E) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.

(F) Modifications and Alterations. If a unit owner makes any modifications, installations or additions to his unit or to the common elements with or without association approval, the unit owner, and his successors in title, shall thereby become financially responsible for:

- (1) insurance, maintenance, repair and replacement of the modifications, installations or additions; and
- (2) All damages to other property or persons caused by such modifications, installations or additions; and
- (3) the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the condominium property; and
- (4) Damage to the modifications, installations or additions caused by work being done by the Association.

(G) Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.