

## **FACILITIES/GENERAL**

### **8.1A Parking Spaces**

Each unit is assigned one parking space under the carport and one unassigned or guest space in front of their building. No unit shall occupy more than two (2) parking spaces over an extended period of time.

### **11.1 Association Maintenance**

The association is responsible for the maintenance, repairs and replacement of:

- a) Electrical wiring up to the circuit breaker panel in each unit;
- b) Rough plumbing outside the units;
- c) Fixtures & equipment located within one unit but serving another unit;
- d) Exterior surface of the entrance door to the unit;
- e) Fire alarm and sprinkler systems;
- f) All exterior building walls;
- g) All interior corridor and atrium walls; and,
- h) Railings on balconies, terraces and porches.

### **11.2 Unit Owners Maintenance**

Each unit owner is responsible, at his own expense for all maintenance, repairs and replacement of his unit and for all leaks coming from their unit and certain limited common elements. The owner's responsibilities include, without limitations:

- a) Maintenance, repairs and replacement of screens, windows and window glass;
- b) Maintenance of entrance door to the unit with the exception of the exterior 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 or 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 installations serving the unit exclusively;
- h) Carpeting and other floor coverings;
- i) Door and window hardware locks and weather stripping;
- j) Shower pans;
- k) Main water supply shut-off valve for the unit;
- l) Other facilities or fixtures which are located or contained entirely within the unit and serve only that unit; and,
- m) All interior partition walls which do not form part of the boundary of the unit.

### **11.3A Lanai**

Owners are responsible for the **day to day cleaning care, painting and maintenance** of the exterior surface of the walls, floor, ceiling and for any fixed glass and sliding glass doors in portions of the entranceway to the said area. The unit owner shall be responsible for maintenance and repair of the lanai screens. Any painting of the lanai area must be in a color and paint brand approved by the association. Lanais cannot be used for storage of items such as boxes, bicycles, refrigerators, furniture, etc. To obstruct any portion of egress is in violation of the NFPA Life Safety code.

### 11.3C Floor Covering

**Second floor units must have carpet as flooring in the living rooms and both bedrooms.** Other type of flooring may be approved for the kitchen, entryway, hallway, laundry and bathrooms. Non-resilient floors, not exceeding thirty percent (30%) of the total interior floor area, with approved acoustical underlayment may be substituted. However, **all such installations must first be approved** by the association in writing to the property management company.

### 11.3D Window Covering

All window/sliding door coverings, whether installed within or outside of the unit shall be subject to the restrictions of the association. Any and all coverings visible from the outside must be **white or nearly white** neutral in colour.

### 11.4 Hurricane Shutters

Hurricane shutter installations **must be approved** by the association before installation. Shutters must be white in color. Written requests to install shutters must be forwarded to the property management company.

### 11.9 Keys and Access to Units

The association has an irrevocable right of access to all units for the purpose of protecting, maintaining, repairing and replacing the common or portions of a unit to be maintained by the association as necessary to prevent damage to one or more units. **The association will retain keys to all units.** No unit owner shall alter any lock nor install a new lock unless the owner provides the association with new keys. Unit owners not providing a key will be charged by the association for the cost of hiring a locksmith to access the unit if necessary.

### 13.5 Use of Common Elements

To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term. **You have no right to use the common areas while your unit is being rented.**

### 15 Insurance

Each unit owner should have property and casualty insurance. The owner is responsible for insuring his unit and the personal property therein. In case of damage, each unit owner is responsible for their repair i.e. the upstairs owner is totally responsible for the replacement or repair of any malfunctioning equipment and the units below are responsible for damage to their units. The associations insurance **excludes all personal property within the units.**