

**WATERCREST CONDOMINIUM ASSOCIATION, INC.**  
**MAINTENANCE CHART** as amended May 22, 2025

This Maintenance Chart sets out the general “**RESPONSIBILITY**” of each of the **Association (“A”)** and the Unit Owner (“**Owner**” “**O**”) for the maintenance, repair, and replacement of Association property, including **Limited Common Elements (“LCE”** read Note B) and Owner property.

This Chart also sets out responsibility for repair and replacement in an “**Insurable Event.**” “**A**” means that the Association’s insurance policy and **deductible** applies; and “**O**” means that the Owner’s policy and **deductible** applies. **Salmon highlight** indicates items for which the Owner has general **RESPONSIBILITY** but the Association has **Insurable Event** responsibility. Read Notes F-L.

This amended Maintenance Chart replaces Exhibit D to the Association’s Declaration of Condominium (“**Declaration**”) effective on the date above. Please read the **Notes**, to which this Maintenance Chart document is subject.

ITEM of property	RESPONSIBILITY (Notes A-E) Assn.   Owner		Declaration Section 11	Insurable Event (Notes F-L)
Within the Unit*				
Wall framing and drywall, including Interior partition walls, and ail interior doors		O	11.2(m)	A
Coverings on floors, walls, and ceilings, including: carpet, tile, wood, vinyl and other floor coverings; and plaster, paneling, wallpaper, paint and all other wall and ceiling finishes and textures; moldings, including base, door, window & crown-trim moldings, and upgrade molding and trim		O	11.2(h) partially	O – Note J
Window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components		O	11.4(e)	O – Note J
Built-in cabinets, including medicine cabinets		O	11.2(f)	O - Note J
Countertops		O		O – Note J
Electrical fixtures, appliances, water heaters, smoke alarms, vent fans, water filters		O	11.2(d)&(f)	O – Note J
Alarm systems in individual Units		O		O Note J, M-O
Heating and air-conditioning system (HVAC)		O	11.2(g)	A
Distribution Duct Work for HVAC		O	11.2(g)	A
Improvements made or installed by current and former Owner		O	silent	O Notes M-O
<b>NOTES:</b> *Within the Unit means within the “Boundaries” of the Unit as defined in Declarations Section 6.2. The Unit also includes the elevator lobby serving one Unit (6 plex only). Other items in the Unit are listed below under “Unit Entry Doors, Windows and Screens,” “Plumbing for the Unit,” and “Electrical, Utilities, and Equipment for the Unit”.				
Unit Entry Doors, Windows and Screens				
Exterior surface of entry doors to Units	A		11.1(e)	A

ITEM of property	RESPONSIBILITY (Notes A-E) Assn.   Owner		Declaration Section 11	Insurable Event (Notes F-L)
Entry doors to Units, including frames, casing, sills, weather-stripping, hardware and locks, except exterior surface (in 6-plex unit, the entry door is the door to the Unit from the enclosed service hall)		O	11.2(b) & 11.2(i)	A
Sliding glass doors, tracks and assemblies, including hardware and locks		O	11.2(i)	A
Windows, including frames, glass, casings, sills, weather-stripping and hardware		O	11.2(a) & 11.2(i)	A
Routine cleaning of exterior of windows that are not accessible from inside a Unit or from a terrace, Juliet balcony or elevator landing	A		11.1(i)	n/a
Painting and caulking of exterior of windows	A		11.1(j)	A
Screens on windows and sliding glass doors		O	11.2(a)	A
<b>LCE Terraces and Juliet Balconies</b>				
Routine cleaning of terraces and balconies		O	11.4(a)	n/a
Day-to-day cleaning and care of walls, floor and ceiling, screening, fixed glass and sliding glass doors in portions of entrance way to terraces and balconies		O	11.4(a)	n/a
Exterior walls of the building and concrete slabs	A		11.4(c)	A
Railings within terraces	A		11.4(a)	A
Screening on terraces		O	11.2(c)	A
Electrical outlets, fixtures, replacement light bulbs		O	11.4(a)	A
Hurricane shutters and other improvements installed or made by current and former Owner		O Notes M-O	11.4(f)	O Notes M-O
<b>LCE Garages</b>				
Retractable garage doors, tracks, & openers (including replacement bulbs)		O	2005 Maint. Chart	A
For 6-plex units: entry doors to garages from the lobby, including frames, casing, sills, weather-stripping, & hardware, except exterior door surface		O	11.4(b)	A
Maintenance, cleaning & painting of interior of garages, including doors, automatic door opener, and all related hardware; and day-to-day cleaning and care, resurfacing, and sealing of concrete floor		O	11.4	n/a
Exhaust fans in LCE garages	A		2005 Maint. Chart	A
Electrical outlets, fixtures, replacement light bulbs		O	11.4(b)	A
Maintenance of exterior and structural components, including painting of exterior surface of entry doors and retractable doors	A		11.4	A
Dedicated electrical line and outlet, from the meter to the garage, installed by current and former Owner		O	11.4(f)	O Notes M-O

ITEM of property	RESPONSIBILITY (Notes A-E) Assn.   Owner		Declaration Section 11	Insurable Event (Notes F-L)
Other Improvements installed or made by current and former Owner		O Notes M-O	11.4(f)	O Notes M-O
<b>Plumbing for the Unit</b>				
Plumbing rough-in	A		Silent	A
Water pipes/lines up to the point at which a line serving one individual Unit enters the Unit, at which point the Association's responsibility terminates	A		11.1(b)	A
Internal water pipes, lines, valves including Unit main water shut-off valve), connections and other plumbing – all within the Unit		O	11.2(d) 11.2(k)	A
Main water shut-off valve for Unit if it has been relocated by the current or former Owner to inside the hall closet, below the drywall ceiling		O	11.2(k)	O Notes M-O
Plumbing fixtures within the Unit, including switches, valves, drains, faucets, outlets, and connections		O	11.1 11.2(d)	O
Shower pans		O	11.2(j)	O
Sewer lines to the point a line serving one Unit enters that Unit	A		11.1(d)	A
Sewer lines serving one Unit from the termination of Association responsibility to and through unit		O	2005 Maint. Chart	A
Fire sprinkler plumbing, pipes, and fixtures	A		Silent / Board decision	A
<b>Electrical, Utilities, and Equipment for the Unit</b>				
Electrical wiring to the point of entry into the circuit breaker panel in the Unit	A		11.1(a)	A
Circuit breaker panel and all electric wiring to and through the Unit from the panel		O	11.2(e)	A
Interior electrical wiring, receptacles and switches		O		A
Cable television lines & other telecommunications lines in the Common Elements and up to wall outlets (except for telecommunication lines installed by current and former Owner, or for which a provider has maintenance responsibility)	A		11.1(c)	A
Cable television lines & other telecommunication lines installed by current and former Owner, or for which a provider has maintenance responsibility and other telecommunication wall outlets		O	11.1(c)	O Notes M-O
Unit heating and air conditioning system on the roof		O	11.2(g)	A
Unit air conditioning support on the roof	A		8.1(f) 11.2(g)	A
Unit air conditioning lines through the walls from the Unit to the compressor on the roof		O	11.2(g)	A

ITEM of property	RESPONSIBILITY (Notes A-E) Assn.   Owner		Declaration Section 11	Insurable Event (Notes F-L)
Unit dryer booster		O	Silent / Board decision	A or O tbd
Dryer exhaust vents (ducts) within the Unit up to the Unit dryer booster		O	2005 Maint. Chart	A or O tbd
Dryer exhaust vents (ducts) from the Unit dryer booster to the outside	A		Silent / Board decision	
Exhaust vents (ducts) from the fan housing to outside the Unit	A		Silent / Board decision	A
<b>Interior of Buildings that are Common Elements</b>				
Structural posts, columns, beams trusses, slabs, and floors (excluding finish)	A		11.1	A
Elevators and elevator equipment	A		11.1(h)	A
Finish on elevator doors opening into Unit (6 plex)	A		11.1(h)	A
LCE stairways and stairway doors	A		11.1	A
Inside elevator lobbies (first floor)	A		11.1	A
Enclosed service halls (6 plex)	A		11.1 & 8.1(e)	A
Light fixtures and replacement bulbs in Common Elements, except as otherwise noted	A		11.1	A
Alarm Systems in Common Elements	A		11.1	A
<b>Exterior of Buildings, including Windows and Screens</b>				
Outside elevator landings (12 plex)	A		11.1	A
Exterior structural walls	A		11.1(f)	A
Common walls separating Units	A		11.1	A
Stucco or other exterior finish	A		11.1(f)	A
Trim and shutters installed by Developer	A		11.1	A
Hurricane shutters and other improvements installed or made by current and former Owner		O Notes M-O	11.4(f)	O Notes M-O
<b>Outside Areas</b>				
External hose bibs	A		11.1	A
Irrigation system	A		11.1	A
Landscaping	A		11.1	A
Driveways, sidewalks	A		11.1	A
<b>Roof</b>				
Structure, tile or other roofing material, Vents, flashing, trim, gutters, downspouts, decorative trim	A		11.1(g)	A
Insulation in Common Elements	A		11.1	A

**Additional Notes begin next page**

**NOTES – Key Provisions in Association’s Declaration of Condominium (“Declaration”):**

- (A) **“Common Element”** includes all portions of the Condominium Property, including improvements, not included in the Units... Declaration Section 1.7.
- (B) **“Limited Common Elements”** and **“LCEs”** mean Common Elements which are reserved for the use of a certain Unit or Units, to the exclusion of other Units. Examples include an enclosed garage, Unit terraces and balconies, 12-plex elevator landings, and 6-plex service halls. Declaration Section 1.26 and Article 8.
- (C) The **Association is responsible** for the protection, maintenance, repair and replacement of all Common Elements and Association Property and certain parts of the LCEs (other than parts of the LCEs that are required by the Maintenance Chart or Declaration to be maintained by the Owner).
- (D) **Owners are responsible**, at their own expense, for all maintenance, repairs, and replacements of their own Units and certain parts of their LCEs as set forth in this Maintenance Chart and Declaration Sections 11.2 and 11.4.
- (D2) **Board Authority** - the Board may, from time to time, promulgate a modified Maintenance Chart or determine that responsibility for maintenance of a certain item or items, although assigned to the Owners, should be assumed by the Association. Declaration Section 11.3. Limited required maintenance by the Association is governed by Declaration Section 11.13.
- (E) **Conflicts** –In the event of a conflict between the Maintenance Chart and other provisions of this Declaration, the Maintenance Chart will control. To the extent an item is not listed on the Maintenance Chart, the provisions of this Declaration shall apply. If an item of maintenance is not on the Maintenance Chart and is not clearly set forth in this Declaration, then the Board shall have the authority and responsibility, after such consultation with counsel as the Board deems appropriate, to determine whether the item of maintenance is the responsibility of the Association or of the Owners, and such determination shall be binding upon all Owners. Declaration Section 11.3.

**NOTES – Insurance**

- (F) **IMPORTANT CAVEAT** - The Table above under **“Insurable Event”** reflects the Association’s understanding of how claims will be settled and how the deductible should be applied; however, decisions by the insurance companies of the Association and the Owners could differ, depending on the circumstances and policy language.
- (G) **Florida law** - Insurance responsibility is governed by Florida Statutes (**“F.S.”**) Section 718.111(11), which “applies to every residential condominium in the state, regardless of the date of its declaration of condominium.” This means that the insurance provisions of the Declaration and the Maintenance Chart are deemed to be amended to conform to any changes made by F.S. 718.111(11).
- (H) **“Insurable Event”** includes a hurricane, tornado and other wind event, lightning, and fire.
- (I) Under the **“Insurable Event”** column of this Chart, the **property insurance policy of the Association (“A”)** is responsible for repair or replacement if the item of property is one that must be insured by the policy per the statute (F.S. 718.111(11)(f)) or is actually insured under the policy, and the cause of loss is covered under the policy, subject to applicable exceptions and exclusions under the statute or the policy. Similarly, under the **“Insurable Event”** column, the **condo insurance policy (HO-6) of the Owner (“O”)** is responsible for repair or replacement if the item of property is one that must be insured by the Owner

under the statute (F.S. 718.111(11)(f)3.) or is actually insured under the policy, and the cause of loss is covered under the policy, subject to applicable exceptions and exclusions.

- (J) **Coverage** - In most circumstances, the **Association's property insurance** policy covers all property damage from a hurricane or other Insurable Event, including damage to Units, **except** that the **Owner's condo insurance** policy ("**HO-6**") covers: (a) the following property within the Unit: floor, wall, and ceiling coverings; electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware; (b) all personal property within the Unit and LCEs; and (c) improvements made by the current and former Owner. F.S. 718.111(11)(f)3.
- (K) **Deductible** – If a deductible applies under the **Association's property insurance policy**, the Association ("**A**") is responsible for the repair or replacement from Association funds, in accordance with F.S. 718.111(11)(j), which provides: "(j) Any portion of the condominium property that must be insured by the association against property loss pursuant to paragraph (f) which is damaged by an insurable event shall be reconstructed, repaired, or replaced as necessary by the association as a common expense. .... All property insurance deductibles and other damages in excess of property insurance coverage under the property insurance policies maintained by the association are a common expense..." Similarly, if a **deductible** applies under the **Owner's condo unit insurance policy** (HO-6), the Owner ("**O**") is responsible for repair or replacement from its own funds.
- (L) **If an Insurable Event does not apply** to a damaged item (including when a policy exclusion applies), the Association "**A**" or the Owner "**O**" is responsible for the reconstruction, repair, or replacement as set forth in the general "**RESPONSIBILITY**" column of this Maintenance Chart or, if not set forth, as provided in the Declaration or bylaws. F.S. 718.111(11)(j).

**NOTES – Owner's Responsibility for Improvements (including Additions and Alterations):**

- (M) **Compliance with Declaration.** Any material alteration or substantial addition to a Unit or [LCE or other] Common Elements, or any change in the exterior appearance of any portion of the Condominium, requires compliance with the Declaration, including Section 11.5.
- (N) **Florida Law.** The association is not obligated to pay for any reconstruction or repair expenses due to property loss to any improvements installed by a current or former owner of the Unit ..., whether or not such improvement is located within the Unit.... F.S. 718.111(11)(n); see also F.S. 718.111(11)(f)1.-2.
- (O) **Insurance, maintenance, repair, and replacement.** "If an Owner makes any modifications, installations or additions to the Common Elements, with or without Association approval, the Owner, and his successors in title, shall thereby become financially responsible for; (1) insurance, maintenance, repair and replacement of the modifications, installations or additions..." Decl. Section 11.4.f.