

Plaza South Condominium

Policy and Procedure

Mold & Mildew Remediation and Responsibility

Any existence of mold and mildew within the units at Plaza South Condominium (“Condominium”) is a serious health related matter. In order to establish a clear understanding of the responsibility for the remediation of mold and mildew within a unit the Board has established this policy and procedure:

1. In addition to all other items within the interior of each owners unit, all unit owners (or their tenants) are responsible for the plumbing pipes and fixtures that exclusively service their unit and shall be required to keep their electricity to their unit on at all times in order to maintain a temperature within their unit of no higher than 78 degrees Fahrenheit in order to prevent moisture and humidity within the unit developing into mold and mildew.
2. All unit owners are required to maintain a regular (weekly at minimum) inspection of their unit when out of residence (either through a private person or paid for through the Plaza South Surveillance service) to insure that there is no water or waste leakage, proper running and temperature of the Air Conditioning unit, no water running and no mold or mildew within the unit. “Out of Residence” for this Policy shall mean a period in excess of one (1) week. All unit owners are required to inform Plaza South if they will be out of residence for more than one week. All unit owners are required to provide for, at a minimum, weekly surveillance of their unit if they will be out of residence for any period of more than a week.

Plaza South Unit Surveillance Service is performed weekly at a cost of \$25 per month or any part thereof and includes a:

- Check that appropriate A/C and hot-cold water valves, switches, etc. are correctly set.
- Check for visible signs of mold and mildew
- Run and check all toilets and faucets.
- Check A/C unit (foyer) for leaks.
- Check refrigerator. If not running, leave the door open.
- Check hot water tank for leaks.
- Check washer-dryer area for leaks.
- Check all doors – windows for water leaks.
- Check for broken windows.
- If you have a private inspection service, you must provide the General Manager with proof your unit has been inspected for the above in a form and manner as determined by the General Manager.

In the event that a unit owner is out of residence for more than one (1) week at a time they must arrange for weekly surveillance (either privately or through the Plaza South Surveillance program). In the event that it is determined by the Condominium that a unit owner is out of residence and the unit is not being surveyed by a private person or the Plaza South Surveillance program then the Condominium shall have the right (without the obligation) to enter the unit weekly to perform the required surveillance. Plaza South has the authority to charge the unit owner for surveillance as performed at a minimum charge of \$25.00 if the unit owner is out of residence less than a month otherwise billed as stated above. Said charge shall be added to the unit owner's account as shall be paid within thirty (30) days of billing.

In the event that the Condominium determines that the electricity to the air conditioning unit to a particular unit has been turned off (in violation of this Policy) by a unit owner or otherwise, the Condominium shall have the right (without the obligation) to turn on said electricity for said unit and perform surveillance of the unit as described above through the Plaza South Surveillance program until such time as the unit owner returns to residence. The cost of any electricity shall be at the sole cost of the unit owner and the unit owner shall be billed and be responsible to pay for any Plaza South Surveillance performed at a minimum charge of \$25.00 if the unit owner is out of residence less than a month otherwise billed as stated above.

3. All unit owners must immediately notify the General Manager or Maintenance Supervisor of the existence or possible existence of mold or mildew within their unit upon detection or suspicion.
4. Once a determination has been made by the General Manager or Maintenance Supervisor that there exists the possibility for mold and mildew within a unit, the Condominium shall choose a qualified and licensed mold remediation company and have them perform a test to determine :
 - a. If mold or mildew exists,
 - b. The severity of the mold or mildew infestation,
 - c. The source and cause of the mold or mildew,
 - d. The length of time that the cause of and that the mold or mildew has existed within the unit,
 - e. The type of mold or mildew through lab results.
5. Once the answers to the above questions have been determined by the independent mold company the Condominium shall notify the unit owner in writing and provide a copy of the report of the mold expert explaining their findings.
6. Upon a finding by the Condominium that the mold or mildew was caused by and emanated from the Common Area space of the Condominium causing the mold or

mildew issue within a unit the Condominium shall be responsible and shall undertake to correct the common area issue and remediate the mold or mildew within the unit at the Condominiums cost. The Condominium is only responsible for the common area plumbing (does not exclusively service 1 unit), drywall, and primer paint.

7. Upon a finding by the Condominium that the mold or mildew was caused by an occurrence within the unit, the unit owner shall be notified by the Condominium that they will have three (3) business days in order to commence to perform the necessary remediation and twenty (20) business to complete the remediation within the unit (including any common area remediation needed if the mold or mildew has migrated outside of the unit to the common areas) by a qualified and licensed mold remediation company licensed within the State of Florida and approved by the Condominium. The time frames as stated herein may be adjusted by the General Manager in appropriate situations in advance of the above stated time periods expiring.
8. In the event that the mold or mildew has been determined to have occurred and emanated from within the unit and not as a cause or the responsibility of the Condominium then the cost of the initial test and inspection as performed by the Condominium shall be reimbursed to the Condominium by the unit owner within thirty (30) days. This charge shall be added to the unit owner's assessment account.
- 9. PLEASE NOTE THAT IF YOU HAVE HOME OWNERS INSURANCE YOU SHOULD HAVE REMOVED FROM YOUR POLICY ANY EXCLUSION FROM MOLD AND MILDEW COVERAGE.**

Plaza South Surveillance Service Disclaimer, Terms and Release

The Surveillance Service provided by Plaza South to Unit Owners on a weekly basis is specifically limited to:

- Check that appropriate A/C and hot-cold water valves, switches, etc. are correctly set.
- Check for visible signs of mold or mildew. Run and check all toilets and faucets.
- Check A/C unit (foyer) for leaks.
- Check refrigerator. If not running, leave the door open.
- Check hot water tank for leaks.
- Check washer-dryer area for leaks.
- Check all doors – windows for water leaks on each visit.
- Check for broken windows.
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Notify owner of any problems with the above.

Plaza South makes no warranties or representations and accepts no liability for the working order, condition or efficiency of the A/C unit, the thermostat and /or the electricity supply to the A/C unit for the Unit, the condition of or the leaking from any plumbing pipes that are considered to be the responsibility of the Unit Owner per the condominium documents, the condition of any windows, window frames or sealing/caulking around said windows within the Unit and any mold or mildew within the Unit. Under this Surveillance Service Plaza South shall only be responsible for surveying and monitoring the condition of said Unit and shall not be responsible for or liable for any event, repairs or conditions that may occur that cause any damage to the Unit or result in damages, costs or other expenses.

Plaza South's responsibility and/or liability is limited to their fulfillment of the services itemized above on a weekly basis and any damage due to the failure to perform those services as outlined above or damage caused to the Unit as directly caused by Plaza South by this Surveillance Service of the Unit.

The Unit Owner shall release Plaza South from any liability, responsibility or costs involved with any matter involving any event, repair or condition that may occur that results in any damage to said Unit other than as specifically described above. The unit owner shall waive any right to file a claim against the Plaza South's liability insurance policy hereunder.

Any damage, repair or replacement to the Unit as described above (except as specifically otherwise stated) shall be the responsibility and liability of the Unit Owner. The Unit Owner agrees that any insurance claim regarding such damage, repair and/or replacement shall be made to, against and under the Unit Owner's homeowners' insurance policy and not against Plaza South's liability policy.