

# BAYSHORE CONDOMINIUM ASSOCIATION OF PENSACOLA, INC.

825 Bayshore Drive  
Pensacola, Florida 32507



Phone (850) 455-9702  
Fax (850) 457-0987

## Bayshore Condominium Preventative Maintenance Program

For the overall benefit to owners and for the condominium owners' association, in order to ensure the continued availability of adequate and affordable building insurance, the Bayshore Condominium Preventative Maintenance Program ("PM Program" or the "Program") is being implemented to identify existing maintenance issues that fall under the purview of the association to repair pursuant to the governing documents of the Condominium as well as potential maintenance issues that the unit owner is required to repair which may or may not be apparent to the unit owner(s)/occupant(s). This program is designed to promote tenant awareness of their responsibility to report maintenance issues in a timely fashion to the unit owner(s) and/or the management agent or the association as required by the By-Laws.

### **Objectives of the PM Program**

The primary objective of the PM Program is maintaining the common elements of the buildings through a systematic process of identifying and correcting maintenance issues as a preventative action. This program is intended as a cost-cutting benefit to the owners and the association. Other objectives are:

1. To provide continuous monitoring of the condition of the interior of the building
2. To identify trends of common element failings due to aging or deterioration
3. To protect the unit owner by detecting and preventing common element failings
4. To provide education to unit owners of owner maintenance responsibilities
5. To provide support in identifying unit owner maintenance issues
6. To protect the cost of association maintenance expenditures and liability
7. To reduce water-related claims against the current and future association insurance policy so that water-related claims will no longer affect our insurability and coverage.
8. To educate all owners that an H06 (homeowners) policy is essential for the protection of their units.
9. To educate all owners about common areas and how they should not be altered, and how, if an owner impermissibly alters a common area, repairs will be made by the association and charged to such owner.

### **PM Program Organization and Responsibilities**

The following committees and positions within Bayshore Condominium form the Preventative Maintenance Program. The Program has two committees: The House Committee, a standing committee, and the PM Sub-Committee (Manager and Maintenance). These two committees control and implement the Program. Other personnel serve to facilitate the interactions and correspondence with residents. Specific duties are as follow:

#### **Maintenance Liaison Chairperson**

The Chairperson of the House Committee establishes the goals and direction for the PM Sub-Committee in order to accomplish the objectives of the Preventative Maintenance Program.

#### **PM Sub-Committee**

- The Manager controls the planning, direction, review, and implementation of the PM Program. The Manager is the principal advisor to the House Committee in all matters related to the findings of the program and coordinates the efforts of Bayshore Condominium maintenance personnel. The Manager coordinates and schedules inspections of units in conjunction with the House Committee on matters related to maintenance personnel. Ensures inspection results are reviewed and follows-up with residents as applicable. The Manager communicates with residents on all matters of the program as required by the House Committee.
- The Maintenance Department performs all interior inspections of common elements. Identifies maintenance issues under unit owner responsibility and suggests remedies and solutions as needed. Makes recommendations appropriate to deficiencies noted.
- Extra part-time help may be needed in order to conduct interior inspections as assigned by the maintenance technician to successfully complete ongoing inspections.

#### **General**

##### 1) Scheduling

a) PM Program building and unit inspections shall be scheduled during a two-week period every six months. Residents will be notified fourteen (14) days prior to a planned building and unit inspection period and requested to contact the Manager to schedule an inspection within the planned period.

b) Residents should be available for their unit inspection or may have a representative observing on their behalf. Residents may also schedule an inspection while away provided the unit owner signs the attached "Liability Release Form" prior to the inspection and entrance to the unit is readily available to the maintenance technician.

c) Inspection results shall be analyzed in order to identify trends of component failings and areas where unit owner education is needed.

### 3) Tracking Maintenance Items

a) Maintenance repair and/or replacement items noted during an inspection shall be either the responsibility of the association (common and limited common element items) or the responsibility of the unit owner (unit items) to fix and will be tracked on the PM Inspection Master Checklist.

b) The PM-Sub Committee shall forward all common and limited common element items under association responsibility in need of repair to the Manager with recommendation of category of repair. Category of repair is as follows:

i) Immediate Repair – Items concerning safety, structure, and general welfare of the community i.e., severity of conditions and threat of further damage

ii) Deferred Repair – Non-critical items under association responsibility to fix which shall be scheduled for repair by the Maintenance Committee.

iii) Planned Reserve Repair – Items identified in the Replacement Reserve Report for periodic replacement.

### 4) Inspections

a) Items subject to inspection in units:

1. A/C Drain Lines – inspect for clean lines and clean out ports
2. Water Heater – inspect for leaks, valves, pan, supply valves, and supply lines
3. Bathtubs – inspect for leaks, valves, shower, under bathroom basin
4. Toilets – inspect for running water, supply lines, moisture on floor
5. Kitchen sinks – inspect for moisture in cabinets, supply lines, loose fixtures
6. Smoke Detectors – must have a detector in every bedroom, main living room, and hallway. Must have a 10-year lithium battery and place no more than 10” from ceiling.
7. Removal of Door sweeps and Maintain unobstructed bathroom vents to insure proper air flow with new A/C system.
8. Common areas of a unit should not be altered (repairs will be at the cost of unit owner)
9. Request copy of H06 (homeowner’s) policy.

b) The Maintenance Technician shall lead a team of at least two (2) to conduct interior inspections. Unit file folders shall be reviewed prior to inspections for Architectural Change Request (ACR) and any previously existing maintenance issues related to the unit.

c) One copy of the unit interior inspection shall be given to the resident upon completion, but not later than 48 hours, of the inspection. A second copy shall be placed in the unit file for future reference. A third copy shall be forwarded to the PM Sub-Committee to track trends of failings. The third copy shall then be forwarded to the Manager for any necessary action.

### **Compliance**

- a) Each Unit Owner shall be governed by, and shall comply with, all terms of the Bayshore Condominium governing instruments and the Florida Condominium Act. The Bayshore Condominium Preventative Maintenance Program adopted November 30, 2017, as amended from time to time, serves as the basis for the Board of Directors to manage the maintenance, repair, and replacement of common elements and limited common elements under Association responsibility. Any system failure that occurs after unit inspection is still the responsibility of the owner. Inspection does not waive reasonable reporting of issues after or before an inspection period.
- b) Unit owners who do not agree to an inspection performed of their unit by either of the two available options will be required to sign a waiver absolving Bayshore Condominium Association of any and all present and future damage liability pertaining to the listed items for which they are obligated to inspect, repair and maintain, and will be held personally and financially responsible for any and all damage to adjacent surrounding areas and people. units and/or the common elements caused by neglect or abuse of such unit owner(s). Should such a situation occur, the Association would require the unit owner to rectify the situation within five (5) business days or sooner, depending upon the extent and nature of the damage, and to present a copy of the Escambia County licensed and permitted repair work done and paid for to the Manager. An inspection will take place unless an executed waiver is received by the Manager prior to the scheduled inspection date. Please note that an owner's execution of the aforementioned waiver will not preclude the Association from inspecting those items, which the Association is required to maintain as provided in the governing documents.

**OWNER ACKNOWLEDGMENT FORM**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, intending to be legally bound hereby, the undersigned expressly acknowledges that Bayshore Condominium Homeowner's Association's implementation of the Preventive Maintenance Program, and the conducting of a maintenance inspection of my/our unit pursuant to the terms and provisions of such Program, does not in any way release me from the duties, obligations, and responsibilities of maintenance and repair of those items for which unit owners are responsible under the governing documents of the Condominium. The Preventative Maintenance Program is an association insurance requirement, and the Program is not intended to, and I hereby acknowledge it does not, in any respect broaden the association's scope of responsibility for maintenance or repair. The association's maintenance and repair responsibilities remain determinable by the governing Condominium documents, and unit owner maintenance and repair responsibilities remain determinable by the governing Condominium documents. The Preventative Maintenance Program is not intended to, and I hereby acknowledge it does not, create or assume any new or expanded duty of maintenance or repair on the part of the association. The undersigned further agrees to abide by all the rules and regulations promulgated by Bayshore Condominium Homeowner's Association and the Preventative Maintenance Program.

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Unit Number

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Unit Number

**LIABILITY RELEASE FORM**

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, intending to be legally bound hereby, the undersigned agrees to release from liability and to indemnify and hold harmless Bayshore Condominium Homeowner's Association, Inc., and any of its employees or agents representing or related to Bayshore Condominium Homeowner's Association, Inc. while conducting a maintenance inspection of my/our unit as provided in the Bayshore Condominium Homeowner's Association Preventative Maintenance Program. This release is for all liability in connection with any activity or accommodations for this inspection only. The undersigned further agrees to abide by all the rules and regulations promulgated by Bayshore Condominium Homeowner's Association and the Preventative Maintenance Program.

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Unit Number

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Unit Number

**WAIVER OF INSPECTION**

I/we hereby waive our right of inspection as provide in the Bayshore Condominium Homeowner's Association Preventative Maintenance Program and absolve Bayshore Condominium Homeowner's Association of any and all present and future damage liability pertaining to those items for which I/we are obligated to inspect, repair and maintain as listed in the Bayshore Condominium Homeowner's Association Bylaws and understand that I/we will be held financially responsible for any and all damage to the common elements and/or adjacent units caused by my/our neglect or abuse. I/we further understand that should such a situation occur in which damage results, or is determined by the association to be likely to result, from those items for which I/we are responsible, I/we will have five (5) business days to rectify the situation and provide documentation to the association establishing the satisfactory results of the repair work done.

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Unit Number

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Unit Number