

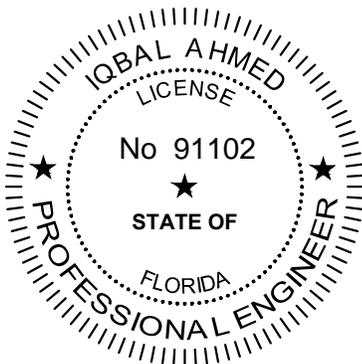
STRUCTURAL INTEGRITY RESERVE STUDY (SIRS)

The Carallton Isles Condominium Association

Rimkus Matter No: 100300345

Prepared For:
The Carallton Isles Condominium Association
419 Golden Isles Drive
Hallandale, FL 33009

Attention:
Mr. Paul Melnick



This item has been digitally signed and sealed by Iqbal Ahmed, PE.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Iqbal Ahmed, P.E.
Practice Leader - Assessments
FL. Reg. Eng. #91102

Engineer's Certification

I, Iqbal Ahmed, P.E., hereby certify that the visual inspection portion of the Structural Integrity Reserve Study has been performed in compliance with requirements outlined in Florida Statute Section 718.112 (g). This report is not intended to identify construction defects or adequacy of construction, products, or design deficiencies. No warranty, expressed or implied, is included within this report.



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Section I SUMMARY

General Information

Property Name: The Carallton	Level of Service: SIRS
Property Location: Hallandale, FL	Prepared for Year: 2026
Property Type: Condominium	Replacement Schedule: 25 Years

Building Information

BLDG. ID	Building Address	Number of Stories	Year Built ¹
Building	419 Golden Isles Drive, Hallandale, FL 33009	3	1964

¹ Based on the Broward County Property Appraiser's Office, documenting the year built.

Financial Parameters:

Current annual reserve funding contribution amount:	\$49,000
Estimated beginning reserve fund balance (1/1/26):	\$196,000
Number of Contributing Units:	30
Inflation Rate:	2.3%
Interest Earnings Rate:	3.66%

Structural Integrity Reserve Study (SIRS) Elements

1. Roof
2. Structure, including load-bearing walls and other primary structural members and systems
3. Fireproofing and fire protection systems
4. Plumbing
5. Electrical systems
6. Waterproofing and exterior painting
7. Windows and Exterior Doors
8. Other Components

STRUCTURAL INTEGRITY RESERVE STUDY (SIRS)

Parameters

Total current cost of all reserve components in reserve analysis:	\$587,680
Total future cost of all reserve components in reserve analysis:	\$770,568
Total cost of components scheduled for replacement in 2026 budget:	\$226,000
Total number of components scheduled for replacement in 2026 budget:	2
Current annual reserve funding contribution amount:	\$49,000
Estimated beginning reserve fund balance for reserve analysis: (1/1/26):	\$196,000

Funding Method

Cash Flow Analysis

Calculated total annual reserve funding contribution amount:	\$49,000
Calculated annual reserve funding contribution amount per unit: (2026 only)	\$1,633
<u>Difference</u> between current and calculated annual contribution:	\$0

Component Funding Analysis

Calculated total annual reserve funding contribution amount:	\$186,091
Calculated annual reserve funding contribution amount per unit:	\$6,203
<u>Difference</u> between current and calculated annual contribution:	-\$137,091

Discussion

The current funding status and calculated funding plan scenarios provided within this report are based upon estimated remaining useful life, estimated replacement costs, and the information and documents provided to Rimkus at the time of this report (including but not limited to the reserve components and beginning reserve balance). This study includes only those reserve components required by Florida Statute Section 718.112 2(g).

Based on the reserve components subject to SIRS and the information gathered for this study, Rimkus has determined that the Association’s present reserve contributions will meet the reserve accounts using the “cash-flow” and underfund the reserve accounts using the “component funding” methods. Please keep in mind that the “component funding” method is the more conservative of the two methods. Rimkus has calculated two fully funded contribution scenarios for the Association’s consideration, which include a 3 percent (%) increase per year for the “cash-flow” method. Only reserve components subject to SIRS were considered for this study.

Section II

GENERAL INFORMATION / SCOPE OF SERVICE

General Information

Rimkus has prepared this Structural Integrity Reserve Study (SIRS) on behalf of **The Carallton Isles Condominium Association**. This report has been prepared in compliance with the requirements for conducting Reserve Studies and requirements for conducting a Structural Integrity Reserve Study as outlined in the Florida Senate Bill 4D Building Safety Act and Florida Statutes.

Structural Integrity Reserve Study (SIRS)

The SIRS section of the study was limited to the evaluation of the components, as defined by the Florida Statutes 718.112(g) for Structural Integrity Reserve Studies for the purpose of attesting to the estimated remaining useful life, estimated replacement cost or deferred maintenance expense and provide a recommended annual reserve amount that achieves the estimated replacement cost or deferred maintenance of each component by the end of their estimated remaining useful life. This report is not intended to identify defects or to determine if the condition of the existing building is in compliance with the Florida Building Code or the Fire Safety Codes, which may be associated with the construction of the property and applicable common elements. This study assumes that defects, which may have been cited in prior engineering reports (if applicable), have been repaired or will be considered as deferred maintenance. No warranty, expressed or implied, is included in this report. The use of this report by any unauthorized third party shall be at their own risk.

This report was prepared by Iqbal Ahmed, P.E., and Steven Schwartz, E.I. Mr. Ahmed is the Practice Leader for Assessments, a Licensed Professional Engineer (Reg. No. 91102), and a Special Inspector with the International Code Council (ICC No. 8415699-S1 & S2) with expertise in building systems. Mr. Schwartz is an Engineering Intern (E.I.) specializing in building evaluations and systems.

Scope of Service

The scope of this study was limited to performing tasks in regard to specific components and systems, as defined in the contract between **Rimkus** and **The Carallton Isles Condominium Association**, including the following:

Structural Integrity Reserve Study (SIRS) Components:

1. Roof
2. Structure, including load-bearing walls and other primary structural members and systems
3. Fireproofing and fire protection systems
4. Plumbing
5. Electrical systems
6. Waterproofing and exterior painting
7. Windows and Exterior Doors
8. Other Components

Structural Integrity Reserve Study (SIRS) Tasks

- Prior Visual Inspections – The task of quantifying Structural Integrity Reserve Study components. This task is accomplished through on-site visual observations completed within the last 5 years, the review of Association documents and covenants, if provided by the Client, and discussions with appropriate Association representative(s).
- Life and Valuation Estimates – Estimated Useful Life is an estimate of the total number of years that a component or system is expected to serve its intended function. Estimated Remaining Useful Life is an estimate of the total number of years that a component or system can be expected to serve its intended function.
- Estimated Replacement Costs – The estimated cost of replacing, repairing, or restoring a reserve component to its original functional condition. The current replacement cost would be the cost to replace, repair, or restore the component during that particular year. Contingency item costs have been provided by the Association.
- Fund Status – The status of the reserve fund as compared to an established benchmark, such as percent funding.
- Funding Plan – For the purpose of this study and pursuant to the funding style requirement in accordance with Florida Statutes, “**Component Funding**” and “**Cash Flow**” methods will be used as a means of estimating the required reserves.

Section III

DOCUMENTS REVIEWED AND INTERVIEW

Agencies or Businesses Contacted / Officials Interviewed

The following agencies or businesses were contacted during the course of this SIRS. When needed, officials from these agencies were interviewed regarding specific information pertaining to the subject property:

1. Mr. Paul Melnik, President of The Carallton Isles Condominium Association, Broward County.

Documents Reviewed

2. 2023 Building Safety Inspection Report prepared by Rimkus Consulting Group.
3. Broward County Property Appraiser's Reports.
4. RS Means Light Commercial Cost Data.

Section IV

LIMITATIONS

The scope of work for this Structural Integrity Reserve Study (SIRS) was limited to performing tasks as defined in the Professional Service Agreement between **Rimkus** and the Client. The use of this report by any unauthorized third party shall be at their own risk.

The opinions expressed herein are based on the information collected during our study, our present understanding of the site conditions, and our professional judgment in light of such information at the time of this report. The report is a professional opinion, and no warranty is either expressed or implied as to the conclusions, advice, and recommendations offered. In expressing the opinions stated in this report, Rimkus has exercised a reasonable degree of care and skill ordinarily exercised by a reasonably prudent architect or engineer in the same community and in the same time frame, given the same facts and circumstances. Documentation and data provided by the Client, designated representatives of the Client, or other interested third parties, or from the public domain, and referred to in preparation of this report, have been used and referenced with the understanding that Rimkus assumes no responsibility or liability for their accuracy.

Information and opinions furnished by Rimkus and its representatives were obtained from sources that are considered and assumed to be reliable and believed to be true and correct. Rimkus and its representatives assume no responsibility for any inaccuracies in such items that may be revealed because of subsequent action. These occurrences are beyond our control. Independent conclusions represent our professional judgment based on the information and data available to us during the course of this assignment. Rimkus's evaluations, analyses, and opinions do not represent design integrity, structural soundness, or the actual value of the property. Factual information regarding operations, conditions, and test data provided by the Client or their representatives has been assumed to be correct and complete. The opinions presented are based on the data provided, observations, and conditions that existed on the date of the site investigation.

The information reported was obtained through sources deemed reliable; a visual site survey of the areas readily observable, easily accessible, or made accessible by the property contact; and interviews with owners, agents, occupants, or other appropriate

persons involved with the Subject Property. Applicable municipal information was obtained through file reviews of reasonably ascertainable standard government record sources and interviews with the authorities having jurisdiction over the property. Findings, conclusions, and recommendations included in this report are based on our visual observations in the field, the municipal information reasonably obtained, information provided by the Client, and/or a review of readily available and supplied drawings and documents. No disassembly of the system or building components or physical or invasive testing was performed. Rimkus renders no opinion as to the property condition at unsurveyed and/or inaccessible portions of the subject property. Rimkus relies on the information, whether written, graphic, or verbal, provided by the property contact or as shown on any documents reviewed or received from the property contact, owner or agent, or municipal source, and assumes that information to be true and correct. The observations in this report are valid on the date of the survey. Rimkus uses the date recorded by the local Property Appraiser's Office as the effective year built.

The contents of this report are not intended to represent an in-depth evaluation or analysis of the systems and components of the subject property. The extent of the physical survey for the production of this report has been limited by the contract and agreed upon Scope of Work (consistent with the National Reserves Study Guidelines of the Community Association Institute (CAI)). This SIRS was conducted, in part, within the scope and limitations of the National Reserve Study Standards of the CAI, the applicable Florida Statutes, and Florida Administrative Code Reserve Requirements, and within the scope and limitations referenced in the professional service agreement between Rimkus and the Client.

Where quantities could not be derived from actual takeoffs, lump sum figures or allowances were used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct, and manage the corrections. Where property-unique or specialty equipment is present, Rimkus relies solely on data regarding maintenance and/or replacement costs provided by the designated site contact or on-site individuals with first-hand knowledge of the specific equipment.

Any additional information that becomes available after our survey and draft submission concerning the subject property should be provided to Rimkus so that our conclusions may be revised and modified, if necessary, at an additional cost. This report has been

prepared in accordance with our Professional Service Agreement, which is an integral part of this report.

Excluded from said contract is the existence of any code violations within the property, the location of any well field protection areas, urea formaldehyde insulation or testing for lead within any structures on the subject property, the existence of the "sick-building" syndrome within any structure on the subject property, geotechnical analysis or indoor air quality, structural stability of building(s), or construction claims. Rimkus assumes that there are no hidden or unapparent physical or environmental conditions of the buildings, site, subsoil, groundwater, structures, or surroundings that may have an adverse effect on the subject property, whether the source is on-site or located on adjacent properties or in surrounding areas. This SIRS does not provide a detailed condition assessment, engineering, environmental, or geological analysis of the site, buildings, or their common elements. Items mentioned within the report can specifically be evaluated in more detail, but only by procedures more involved than those provided by this SIRS.

Section V

EXHIBITS

- A. Structural Integrity Reserve Study / Financial Analysis
- B. Florida Statutes / Florida Administrative Code
- C. Definitions

Section V
EXHIBIT A

Structural Integrity Reserve Study / Financial Analysis

The Component Funding Method is the accepted means of estimating reserves for compliance with Florida Senate Bill 4D and Florida Statutes. The **Component Funding Method** calculates the annual contribution amount for each individual line-item component by dividing the component's unfunded balance by its remaining useful life. A component's unfunded balance is its replacement cost less the reserve balance in the component at the beginning of the analysis period. The annual contribution rate for each individual line-item component is then summed to calculate the total annual contribution rate for this analysis. In the case of the subject property, reserve fund balances for specific categories were allocated to individual reserve components within those categories on a pro-rata basis, based on the individual reserve component's current cost vs. the total current cost of the other reserve components within that category.

The **Cash Flow Method** is a method of calculating reserve contributions where contributions to the reserve funds are designed to offset the variable annual expenditures from the reserve fund. This analysis calculates the future replacement cost for reserve components when they are due for replacement and recognizes increases in construction costs, as well as interest income attributable to reserve accounts. Funds from the beginning balances are pooled together, and a yearly contribution rate is calculated to arrive at a positive cash flow and reserve account balance to adequately fund the future projected expenditures throughout the period of the analysis.

For the purposes of this Structural Integrity Reserve Study, the Cash Flow Analysis will require 100% funding of components to meet projected future expenditures for compliance with Florida Senate Bill 4D and Florida Statutes. The rate of return on funds invested is also factored into the Cash Flow Analysis. These two factors result in a contribution rate that is normally less than that developed by the Component Fund Analysis. A positive cash flow throughout the period of the analysis ensures that each reserve component will have sufficient funds available for expenditures when they are due.

TABLE 1 - SIRS Estimated Replacement Data

Reserve Component	Quantities		Costs			Life Analysis (yrs.)			Task		
	Total	Units	Estimated Replacement Cost (ERC)	Total ERC	Future ERC for 25 Year Period at 2.3% ¹	% of Total Future ERC	Estimated Useful Life (EUL)	Estimated Remaining Useful Life (ERUL)	Repair	Replace	Partial
Roofing System											
Modified Bitumen	1	LS	\$175,000	\$175,000	\$251,796	32.7%	20	16		X	
Structure (Load-bearing Walls and Other Primary Structural Members and Systems)											
Deferred Maintenance	1	LS	\$50,000	\$50,000	\$52,326	6.8%	50	2	X		
Fireproofing and Fire Protection Systems											
Fire Alarm System & Peripherals	1	LS	\$43,800	\$43,800	\$63,021	8.2%	20	16		X	
Plumbing											
Potable and Sanitary Piping (Deferred Maintenance)	30	UNIT	\$6,500	\$195,000	\$195,000	25.3%	40	0	X		
Electrical Systems											
House Distribution	1	LS	\$24,400	\$24,400	\$0	0.0%	40	39		X	
Tenant Distribution	1	LS	\$31,000	\$31,000	\$31,000	4.0%	40	0		X	
Waterproofing and Exterior Painting											
Exterior Painting	1	LS	\$35,000	\$35,000	\$143,558	18.6%	10	3		X	
Walkway Waterproofing (Front)	2,300	SF	\$6.00	\$13,800	\$18,547	2.4%	10-15	13		X	
Walkway Waterproofing (Rear)	1,900	SF	\$6.00	\$11,400	\$15,321	2.0%	10-15	13		X	
Windows & Exterior Doors											
Utility Doors (metal doors)	3	EA	\$1,500	\$4,500	\$0	0.0%	30	28		X	
Glass Door	21	SF	\$180	\$3,780	\$0	0.0%	30	26		X	
			Totals	\$587,680	\$770,568	100%					

¹ Components with an estimated remaining useful life exceeding 25 years will not be reserved for funding.

TABLE 2 - SIRS Cash Flow Expense Schedule

Reserve Component	0 2026	1 2027	2 2028	3 2029	4 2030	5 2031	6 2032	7 2033	8 2034	9 2035	10 2036
Roofing System											
Modified Bitumen											
Structure (Load-bearing Walls and Other Primary Structural Members and Systems)											
Deferred Maintenance			\$52,326								
Fireproofing and Fire Protection Systems											
Fire Alarm System & Peripherals											
Plumbing											
Potable and Sanitary Piping (Deferred Maintenance)	\$195,000										
Electrical Systems											
House Distribution											
Tenant Distribution	\$31,000										
Waterproofing and Exterior Painting											
Exterior Painting				\$37,471							
Walkway Waterproofing (Front)											
Exterior Painting											
Windows & Exterior Doors											
Utility Doors (metal doors)											
Glass Door											
Totals	\$226,000	\$0	\$52,326	\$37,471	\$0	\$0	\$0	\$0	\$0	\$0	\$0

TABLE 2 - SIRS Cash Flow Expense Schedule										
Reserve Component	11 2037	12 2038	13 2039	14 2040	15 2041	16 2042	17 2043	18 2044	19 2045	20 2046
Roofing System										
Modified Bitumen						\$251,796				
Structure (Load-bearing Walls and Other Primary Structure)										
Deferred Maintenance										
Fireproofing and Fire Protection Systems										
Fire Alarm System & Peripherals						\$63,021				
Plumbing										
Potable and Sanitary Piping (Deferred Maintenance)										
Electrical Systems										
House Distribution										
Tenant Distribution										
Waterproofing and Exterior Painting										
Exterior Painting			\$47,038							
Walkway Waterproofing (Front)			\$18,547							
Exterior Painting			\$15,321							
Windows & Exterior Doors										
Utility Doors (metal doors)										
Glass Door										
Totals	\$0	\$0	\$80,906	\$0	\$0	\$314,816	\$0	\$0	\$0	\$0

TABLE 2 - SIRS Cash Flow Expense Schedule						
Reserve Component	21	22	23	24	25	Total
	2047	2048	2049	2050	2051	
Roofing System						
Modified Bitumen						\$251,796
Structure (Load-bearing Walls and Other Primary Structures)						
Deferred Maintenance						\$52,326
Fireproofing and Fire Protection Systems						
Fire Alarm System & Peripherals						\$63,021
Plumbing						
Potable and Sanitary Piping (Deferred Maintenance)						\$195,000
Electrical Systems						
House Distribution						\$0
Tenant Distribution						\$31,000
Waterproofing and Exterior Painting						
Exterior Painting			\$59,048			\$143,558
Walkway Waterproofing (Front)						\$18,547
Exterior Painting						\$15,321
Windows & Exterior Doors						
Utility Doors (metal doors)						\$0
Glass Door						\$0
Totals	\$0	\$0	\$59,048	\$0	\$0	\$770,568

**TABLE 1 - SIRS Estimated Replacement Data
Cash Flow Funding Table**

Interest Rate	Inflation Rate
3.66%	2.30%

Number of units:	30
Current annual reserve contribution:	\$49,000
Estimated beginning balance:	\$196,000
Difference between current and calculated annual contributions:	\$0

Year	Beginning Reserve Fund	*Per Unit Reserve Contrib.	Total Reserve Contrib.	Expenses	Interest	Ending Balance of Reserve Fund
2026	\$196,000	\$1,633	\$49,000	\$226,000	\$695	\$19,695
2027	\$19,695	\$1,633	\$49,000	\$0	\$2,514	\$71,210
2028	\$71,210	\$1,633	\$49,000	\$52,326	\$2,485	\$70,368
2029	\$70,368	\$1,633	\$49,000	\$37,471	\$2,997	\$84,894
2030	\$84,894	\$1,633	\$49,000	\$0	\$4,901	\$138,795
2031	\$138,795	\$1,633	\$49,000	\$0	\$6,873	\$194,668
2032	\$194,668	\$1,633	\$49,000	\$0	\$8,918	\$252,586
2033	\$252,586	\$1,633	\$49,000	\$0	\$11,038	\$312,624
2034	\$312,624	\$1,633	\$49,000	\$0	\$13,235	\$374,860
2035	\$2,300	\$1,633	\$49,000	\$0	\$1,878	\$53,178
2036	\$53,178	\$1,633	\$49,000	\$0	\$3,740	\$105,917
2037	\$105,917	\$1,633	\$49,000	\$0	\$5,670	\$160,587
2038	\$160,587	\$1,633	\$49,000	\$0	\$7,671	\$217,258
2039	\$217,258	\$1,633	\$49,000	\$80,906	\$6,784	\$192,136
2040	\$192,136	\$1,633	\$49,000	\$0	\$8,826	\$249,962
2041	\$249,962	\$1,633	\$49,000	\$0	\$10,942	\$309,904
2042	\$309,904	\$1,633	\$49,000	\$314,816	\$1,614	\$45,701
2043	\$45,701	\$1,633	\$49,000	\$0	\$3,466	\$98,167
2044	\$98,167	\$1,633	\$49,000	\$0	\$5,386	\$152,553
2045	\$152,553	\$1,633	\$49,000	\$0	\$7,377	\$208,930
2046	\$208,930	\$1,633	\$49,000	\$0	\$9,440	\$267,370
2047	\$267,370	\$1,633	\$49,000	\$0	\$11,579	\$327,950
2048	\$327,950	\$1,633	\$49,000	\$0	\$13,796	\$390,746
2049	\$390,746	\$1,633	\$49,000	\$59,048	\$13,934	\$394,631
2050	\$394,631	\$1,633	\$49,000	\$0	\$16,237	\$459,868
2051	\$459,868	\$1,633	\$49,000	\$0	\$18,625	\$527,493
				\$770,568		

Figure 1 Cash Flow Funding Bar Graphs

Interest Rate	Inflation Rate
3.66%	2.30%

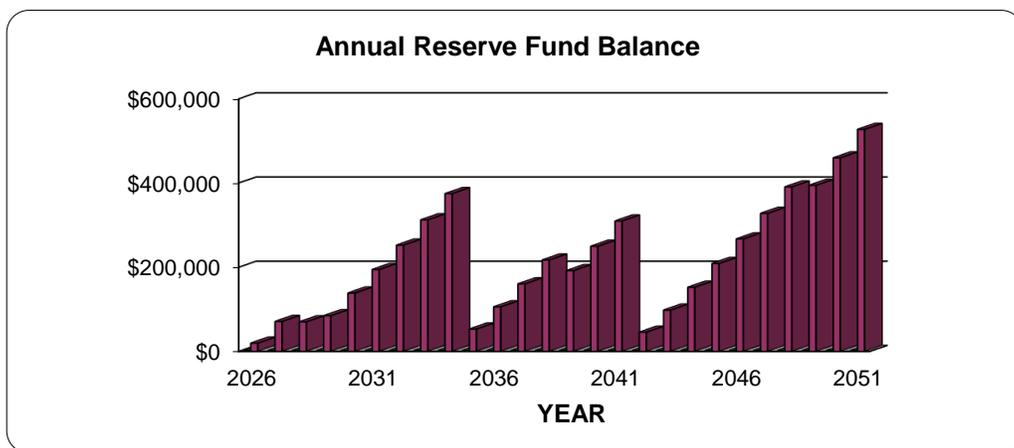
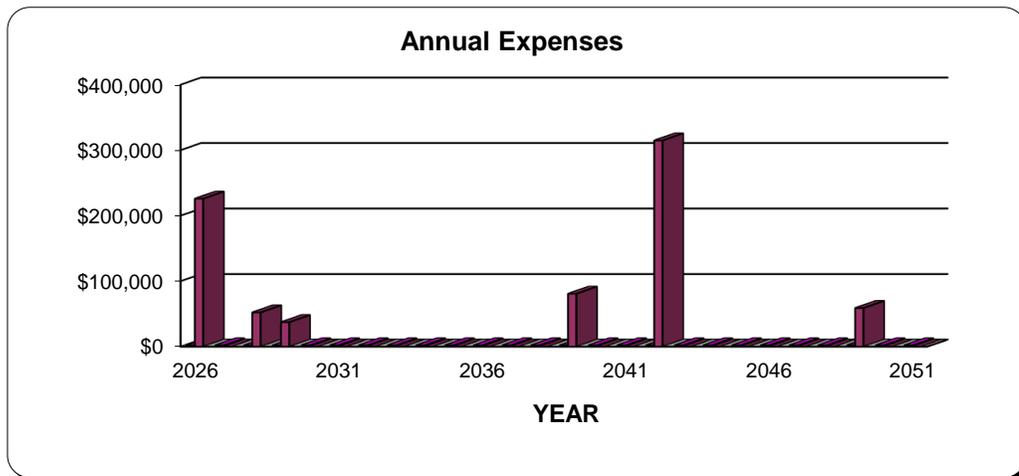
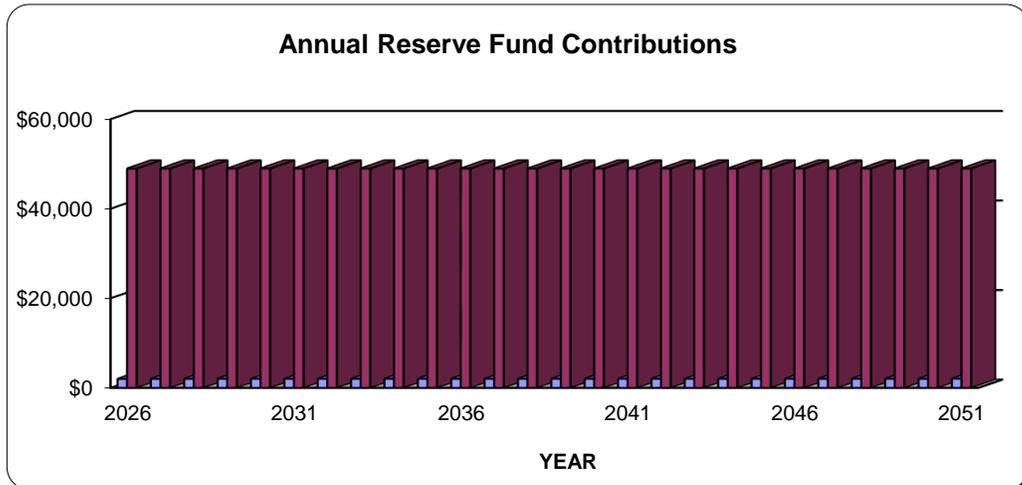
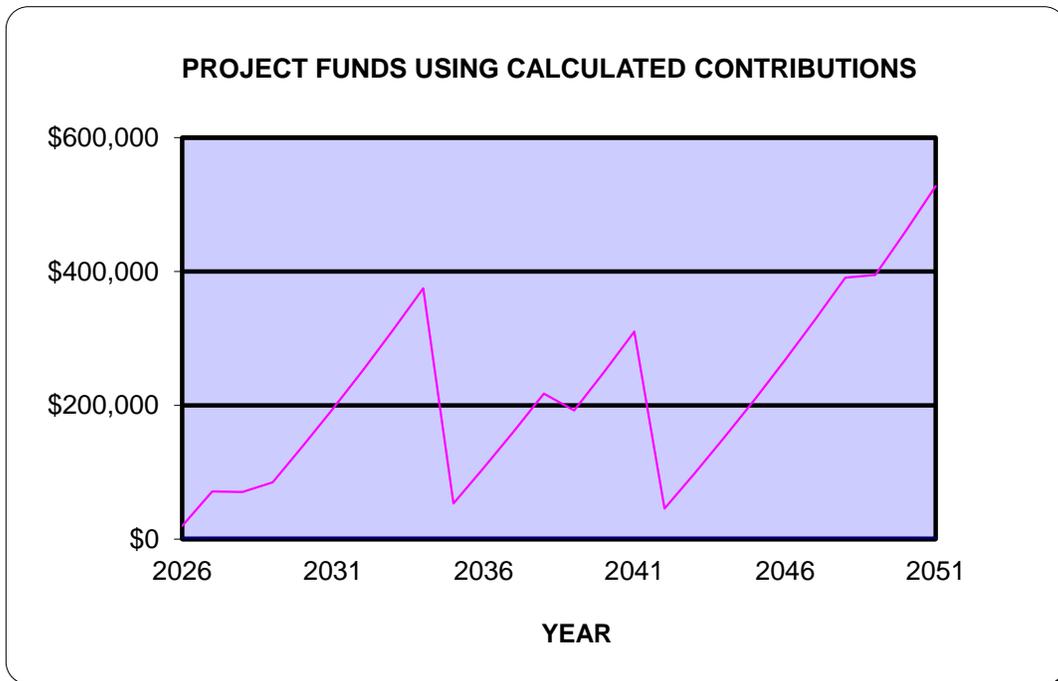
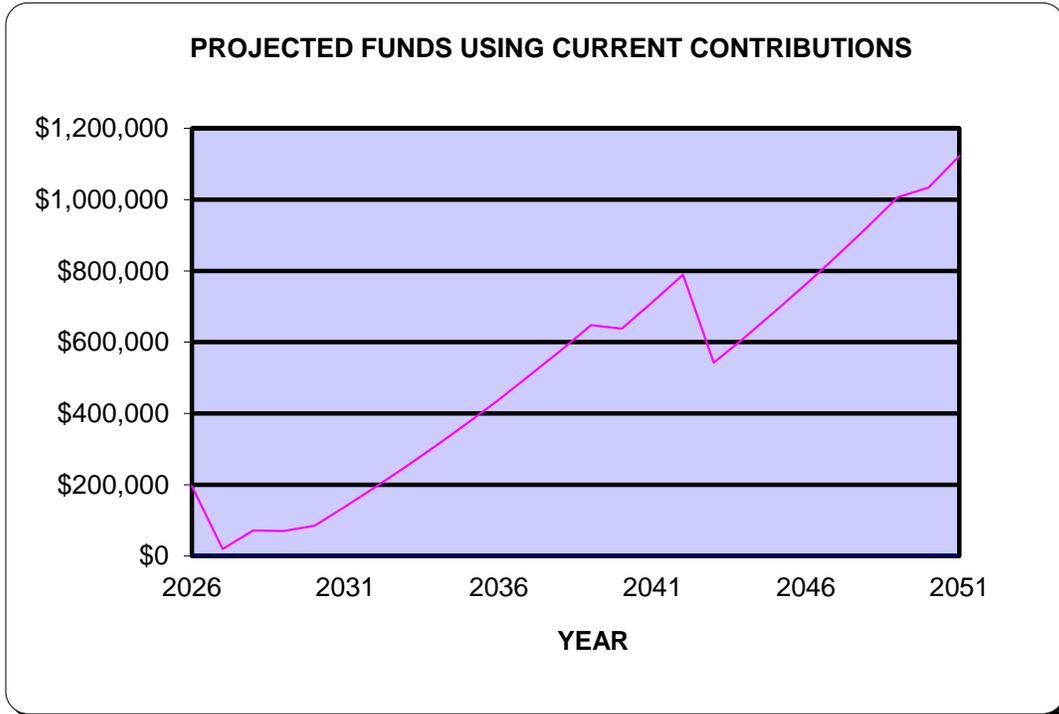


Figure 2
Cash Flow Funding Line Graphs

Interest Rate	Inflation Rate
3.66%	2.30%



**TABLE 1 - SIRS Estimated Replacement Data
SIRS COMPONENT FUNDING ANALYSIS - YEAR 2026**

FOR PERIOD 1/1/26 THROUGH 12/31/26

Reserve Component	% of ERC	Estimated Useful Life (EUL)	Estimated Remaining Useful Life	*Estimated Beginning Balance	Estimated Replacement Cost (ERC)	Unfunded Balance	Annual Contribution
Roofing System							
Modified Bitumen	29.8%	20	16	\$58,365	\$175,000	\$116,635	\$7,290
TOTAL				\$58,365	\$175,000	\$116,635	\$7,290
Structure (Load-bearing Walls and Other Primary Structural Members and Systems)							
Deferred Maintenance	8.5%	50	2	\$16,676	\$50,000	\$33,324	\$16,662
TOTAL				\$16,676	\$50,000	\$33,324	\$16,662
Fireproofing and Fire Protection Systems							
Fire Alarm System & Peripherals	7.5%	20	16	\$14,608	\$43,800	\$29,192	\$1,825
TOTAL				\$14,608	\$43,800	\$29,192	\$1,825
Plumbing							
Potable and Sanitary Piping (Deferred Maintenance)	33.2%	40	0	\$65,035	\$195,000	\$129,965	\$129,965
TOTAL				\$65,035	\$195,000	\$129,965	\$129,965
Electrical Systems							
House Distribution	4.2%	40	39	\$8,138	\$24,400	\$16,262	\$417
Exterior Painting	5.3%	40	0	\$10,339	\$31,000	\$20,661	\$20,661
TOTAL				\$18,477	\$55,400	\$36,923	\$21,078
Waterproofing and Exterior Painting							
Exterior Painting	6.0%	10	3	\$11,673	\$35,000	\$23,327	\$7,776
Walkway Waterproofing (Front)	2.3%	15	13	\$4,603	\$13,800	\$9,197	\$707
Walkway Waterproofing (Rear)	1.9%	15	13	\$3,802	\$11,400	\$7,598	\$584
TOTAL				\$20,078	\$60,200	\$40,122	\$9,068
Windows & Exterior Doors							
Utility Doors (metal doors)	0.8%	30	28	\$1,501	\$4,500	\$2,999	\$107
Glass Door	0.6%	30	26	\$1,261	\$3,780	\$2,519	\$97
TOTAL				\$2,762	\$8,280	\$5,518	\$204
TOTAL	100.0%			\$196,000	\$587,680	\$391,680	\$186,091

NUMBER OF UNITS:	30
CURRENT ANNUAL RESERVE CONTRIBUTION:	\$49,000
CALCULATED ANNUAL RESERVE CONTRIBUTION:	\$186,091
CALCULATED PER UNIT ANNUAL RESERVE CONTRIBUTION:	\$6,203
DIFFERENCE BETWEEN CURRENT AND CALCULATED ANNUAL CONTRIBUTION:	-\$137,091

*Based on the percentage of the estimated replacement cost total

Section V
EXHIBIT B

Florida Statutes / Florida Administrative Code

Select Year:

The 2024 Florida Statutes

[Title XL](#)
REAL AND PERSONAL PROPERTY

[Chapter 718](#)
CONDOMINIUMS

[View Entire Chapter](#)

718.112 Bylaws.—

(1) GENERALLY.—

(a) The operation of the association shall be governed by the articles of incorporation if the association is incorporated, and the bylaws of the association, which shall be included as exhibits to the recorded declaration. If one association operates more than one condominium, it shall not be necessary to rerecord the same articles of incorporation and bylaws as exhibits to each declaration after the first, provided that in each case where the articles and bylaws are not so recorded, the declaration expressly incorporates them by reference as exhibits and identifies the book and page of the public records where the first declaration to which they were attached is recorded.

(b) No amendment to the articles of incorporation or bylaws is valid unless recorded with identification on the first page thereof of the book and page of the public records where the declaration of each condominium operated by the association is recorded.

(c) The association may extinguish a discriminatory restriction as provided under s. [712.065](#).

(2) REQUIRED PROVISIONS.—The bylaws shall provide for the following and, if they do not do so, shall be deemed to include the following:

(a) *Administration.*—

1. The form of administration of the association shall be described indicating the title of the officers and board of administration and specifying the powers, duties, manner of selection and removal, and compensation, if any, of officers and boards. In the absence of such a provision, the board of administration shall be composed of five members, unless the condominium has five or fewer units. The board shall consist of not fewer than three members in condominiums with five or fewer units that are not-for-profit corporations. In the absence of provisions to the contrary in the bylaws, the board of administration shall have a president, a secretary, and a treasurer, who shall perform the duties of such officers customarily performed by officers of corporations. Unless prohibited in the bylaws, the board of administration may appoint other officers and grant them the duties it deems appropriate. Unless otherwise provided in the bylaws, the officers shall serve without compensation and at the pleasure of the board of administration. Unless otherwise provided in the bylaws, the members of the board shall serve without compensation.

2. When a unit owner of a residential condominium files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days after receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days after its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one

written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

(b) *Quorum; voting requirements; proxies.*—

1. Unless a lower number is provided in the bylaws, the percentage of voting interests required to constitute a quorum at a meeting of the members is a majority of the voting interests. Unless otherwise provided in this chapter or in the declaration, articles of incorporation, or bylaws, and except as provided in subparagraph (d)4., decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

2. Except as specifically otherwise provided herein, unit owners in a residential condominium may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the division. A voting interest or consent right allocated to a unit owned by the association may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with subparagraph (f)2.; for votes taken to waive the financial reporting requirements of s. 718.111(13); for votes taken to amend the declaration pursuant to s. 718.110; for votes taken to amend the articles of incorporation or bylaws pursuant to this section; and for any other matter for which this chapter requires or permits a vote of the unit owners. Except as provided in paragraph (d), a proxy, limited or general, may not be used in the election of board members in a residential condominium. General proxies may be used for other matters for which limited proxies are not required, and may be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding this subparagraph, unit owners may vote in person at unit owner meetings. This subparagraph does not limit the use of general proxies or require the use of limited proxies for any agenda item or election at any meeting of a timeshare condominium association or a nonresidential condominium association.

3. A proxy given is effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid longer than 90 days after the date of the first meeting for which it was given. Each proxy is revocable at any time at the pleasure of the unit owner executing it.

4. A member of the board of administration or a committee may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken or to create a quorum.

5. A board or committee member's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such member may vote as if physically present. A speaker must be used so that the conversation of such members may be heard by the board or committee members attending in person as well as by any unit owners present at a meeting.

(c) *Board of administration meetings.*—In a residential condominium association of more than 10 units, the board of administration shall meet at least once each quarter. At least four times each year, the meeting agenda must include an opportunity for members to ask questions of the board. Meetings of the board of administration at which a quorum of the members is present are open to all unit owners. Members of the board of administration may use e-mail as a means of communication but may not cast a vote on an association matter via e-mail. A unit owner may tape record or videotape the meetings. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items and the right to ask questions relating to reports on the status of construction or repair projects, the status of revenues and expenditures during the current fiscal year, and other issues affecting the condominium. The division shall adopt reasonable rules governing the tape recording and videotaping of the meeting. The association may adopt written reasonable rules governing the frequency, duration, and manner of unit owner statements.

1. Adequate notice of all board meetings, which must specifically identify all agenda items, must be posted conspicuously on the condominium property at least 48 continuous hours before the meeting except in an emergency. If 20 percent of the voting interests petition the board to address an item of business, the board, within 60 days after receipt of the petition, shall place the item on the agenda at its next regular board meeting or at a special meeting called for that purpose. An item not included on the notice may be taken up on an emergency basis by a vote of at least a majority plus one of the board members. Such emergency action must be noticed and

ratified at the next regular board meeting. Written notice of a meeting at which a nonemergency special assessment or an amendment to rules regarding unit use will be considered must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property at least 14 days before the meeting. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the association.

2. Upon notice to the unit owners, the board shall, by duly adopted rule, designate a specific location on the condominium property at which all notices of board meetings must be posted. If there is no condominium property at which notices can be posted, notices shall be mailed, delivered, or electronically transmitted to each unit owner at least 14 days before the meeting. In lieu of or in addition to the physical posting of the notice on the condominium property, the association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the condominium association. However, if broadcast notice is used in lieu of a notice physically posted on condominium property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. If broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. In addition to any of the authorized means of providing notice of a meeting of the board, the association may, by rule, adopt a procedure for conspicuously posting the meeting notice and the agenda on a website serving the condominium association for at least the minimum period of time for which a notice of a meeting is also required to be physically posted on the condominium property. Any rule adopted shall, in addition to other matters, include a requirement that the association send an electronic notice in the same manner as a notice for a meeting of the members, which must include a hyperlink to the website at which the notice is posted, to unit owners whose e-mail addresses are included in the association's official records.

3. Notice of any meeting in which regular or special assessments against unit owners are to be considered must specifically state that assessments will be considered and provide the estimated cost and description of the purposes for such assessments. If an agenda item relates to the approval of a contract for goods or services, a copy of the contract must be provided with the notice and be made available for inspection and copying upon a written request from a unit owner or made available on the association's website or through an application that can be downloaded on a mobile device.

4. Meetings of a committee to take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to this paragraph. Meetings of a committee that does not take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to this section, unless those meetings are exempted from this section by the bylaws of the association.

5. Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the unit owners does not apply to:

a. Meetings between the board or a committee and the association's attorney, with respect to proposed or pending litigation, if the meeting is held for the purpose of seeking or rendering legal advice; or

b. Board meetings held for the purpose of discussing personnel matters.

(d) *Unit owner meetings.*—

1. An annual meeting of the unit owners must be held at the location provided in the association bylaws and, if the bylaws are silent as to the location, the meeting must be held within 45 miles of the condominium property. However, such distance requirement does not apply to an association governing a timeshare condominium.

2. Unless the bylaws provide otherwise, a vacancy on the board caused by the expiration of a director's term must be filled by electing a new board member, and the election must be by secret ballot. An election is not required if the number of vacancies equals or exceeds the number of candidates. For purposes of this paragraph, the term "candidate" means an eligible person who has timely submitted the written notice, as described in subparagraph 4.a., of his or her intention to become a candidate. Except in a timeshare or nonresidential condominium, or if the staggered term of a board member does not expire until a later annual meeting, or if all members' terms would otherwise expire but there are no candidates, the terms of all board members expire at the

annual meeting, and such members may stand for reelection unless prohibited by the bylaws. Board members may serve terms longer than 1 year if permitted by the bylaws or articles of incorporation. A board member may not serve more than 8 consecutive years unless approved by an affirmative vote of unit owners representing two-thirds of all votes cast in the election or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. Only board service that occurs on or after July 1, 2018, may be used when calculating a board member's term limit. If the number of board members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become members of the board effective upon the adjournment of the annual meeting. Unless the bylaws provide otherwise, any remaining vacancies shall be filled by the affirmative vote of the majority of the directors making up the newly constituted board even if the directors constitute less than a quorum or there is only one director. In a residential condominium association of more than 10 units or in a residential condominium association that does not include timeshare units or timeshare interests, co-owners of a unit may not serve as members of the board of directors at the same time unless they own more than one unit or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. A unit owner in a residential condominium desiring to be a candidate for board membership must comply with sub-subparagraph 4.a. and must be eligible to be a candidate to serve on the board of directors at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the board. A person who has been suspended or removed by the division under this chapter, or who is delinquent in the payment of any assessment due to the association, is not eligible to be a candidate for board membership and may not be listed on the ballot. For purposes of this paragraph, a person is delinquent if a payment is not made by the due date as specifically identified in the declaration of condominium, bylaws, or articles of incorporation. If a due date is not specifically identified in the declaration of condominium, bylaws, or articles of incorporation, the due date is the first day of the assessment period. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date such person seeks election to the board. The validity of an action by the board is not affected if it is later determined that a board member is ineligible for board membership due to having been convicted of a felony. This subparagraph does not limit the term of a member of the board of a nonresidential or timeshare condominium.

3. The bylaws must provide the method of calling meetings of unit owners, including annual meetings. Written notice of an annual meeting must include an agenda; be mailed, hand delivered, or electronically transmitted to each unit owner at least 14 days before the annual meeting; and be posted in a conspicuous place on the condominium property or association property at least 14 continuous days before the annual meeting. Written notice of a meeting other than an annual meeting must include an agenda; be mailed, hand delivered, or electronically transmitted to each unit owner; and be posted in a conspicuous place on the condominium property or association property within the timeframe specified in the bylaws. If the bylaws do not specify a timeframe for written notice of a meeting other than an annual meeting, notice must be provided at least 14 continuous days before the meeting. Upon notice to the unit owners, the board shall, by duly adopted rule, designate a specific location on the condominium property or association property at which all notices of unit owner meetings must be posted. This requirement does not apply if there is no condominium property for posting notices. In lieu of, or in addition to, the physical posting of meeting notices, the association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the condominium association. However, if broadcast notice is used in lieu of a notice posted physically on the condominium property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. If broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. In addition to any of the authorized means of providing notice of a meeting of the board, the association may, by rule, adopt a procedure for conspicuously posting the meeting notice and the agenda on a website serving the condominium association for at least the minimum period of time for which a notice of a

meeting is also required to be physically posted on the condominium property. Any rule adopted shall, in addition to other matters, include a requirement that the association send an electronic notice in the same manner as a notice for a meeting of the members, which must include a hyperlink to the website at which the notice is posted, to unit owners whose e-mail addresses are included in the association's official records. Unless a unit owner waives in writing the right to receive notice of the annual meeting, such notice must be hand delivered, mailed, or electronically transmitted to each unit owner. Notice for meetings and notice for all other purposes must be mailed to each unit owner at the address last furnished to the association by the unit owner, or hand delivered to each unit owner. However, if a unit is owned by more than one person, the association must provide notice to the address that the developer identifies for that purpose and thereafter as one or more of the owners of the unit advise the association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the association, or the manager or other person providing notice of the association meeting, must provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the association affirming that the notice was mailed or hand delivered in accordance with this provision.

4. The members of the board of a residential condominium shall be elected by written ballot or voting machine. Proxies may not be used in electing the board in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in this chapter. This subparagraph does not apply to an association governing a timeshare condominium.

a. At least 60 days before a scheduled election, the association shall mail, deliver, or electronically transmit, by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election. A unit owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the association at least 40 days before a scheduled election. Together with the written notice and agenda as set forth in subparagraph 3., the association shall mail, deliver, or electronically transmit a second notice of the election to all unit owners entitled to vote, together with a ballot that lists all candidates not less than 14 days or more than 34 days before the date of the election. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. The division shall by rule establish voting procedures consistent with this sub-subparagraph, including rules establishing procedures for giving notice by electronic transmission and rules providing for the secrecy of ballots. Elections shall be decided by a plurality of ballots cast. There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. A unit owner may not authorize any other person to vote his or her ballot, and any ballots improperly cast are invalid. A unit owner who violates this provision may be fined by the association in accordance with s. 718.303. A unit owner who needs assistance in casting the ballot for the reasons stated in s. 101.051 may obtain such assistance. The regular election must occur on the date of the annual meeting. Notwithstanding this sub-subparagraph, an election is not required unless more candidates file notices of intent to run or are nominated than board vacancies exist.

b. A director of a board of an association of a residential condominium shall:

(I) Certify in writing to the secretary of the association that he or she has read the association's declaration of condominium, articles of incorporation, bylaws, and current written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the association's members.

(II) Submit to the secretary of the association a certificate of having satisfactorily completed the educational curriculum administered by the division or a division-approved condominium education provider. The educational curriculum must be at least 4 hours long and include instruction on milestone inspections, structural integrity

reserve studies, elections, recordkeeping, financial literacy and transparency, levying of fines, and notice and meeting requirements.

Each newly elected or appointed director must submit to the secretary of the association the written certification and educational certificate within 1 year before being elected or appointed or 90 days after the date of election or appointment. A director of an association of a residential condominium who was elected or appointed before July 1, 2024, must comply with the written certification and educational certificate requirements in this sub-subparagraph by June 30, 2025. The written certification and educational certificate is valid for 7 years after the date of issuance and does not have to be resubmitted as long as the director serves on the board without interruption during the 7-year period. A director who is appointed by the developer may satisfy the educational certificate requirement in sub-sub-subparagraph (II) for any subsequent appointment to a board by a developer within 7 years after the date of issuance of the most recent educational certificate, including any interruption of service on a board or appointment to a board in another association within that 7-year period. One year after submission of the most recent written certification and educational certificate, and annually thereafter, a director of an association of a residential condominium must submit to the secretary of the association a certificate of having satisfactorily completed at least 1 hour of continuing education administered by the division, or a division-approved condominium education provider, relating to any recent changes to this chapter and the related administrative rules during the past year. A director of an association of a residential condominium who fails to timely file the written certification and educational certificate is suspended from service on the board until he or she complies with this sub-subparagraph. The board may temporarily fill the vacancy during the period of suspension. The secretary shall cause the association to retain a director's written certification and educational certificate for inspection by the members for 7 years after a director's election or the duration of the director's uninterrupted tenure, whichever is longer. Failure to have such written certification and educational certificate on file does not affect the validity of any board action.

c. Any challenge to the election process must be commenced within 60 days after the election results are announced.

5. Any approval by unit owners called for by this chapter or the applicable declaration or bylaws, including, but not limited to, the approval requirement in s. 718.111(8), must be made at a duly noticed meeting of unit owners and is subject to all requirements of this chapter or the applicable condominium documents relating to unit owner decisionmaking, except that unit owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by the applicable bylaws or declaration or any law that provides for such action.

6. Unit owners may waive notice of specific meetings if allowed by the applicable bylaws or declaration or any law. Notice of meetings of the board of administration; unit owner meetings, except unit owner meetings called to recall board members under paragraph (l); and committee meetings may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission. A unit owner who consents to receiving notices by electronic transmission is solely responsible for removing or bypassing filters that block receipt of mass e-mails sent to members on behalf of the association in the course of giving electronic notices.

7. Unit owners have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the association may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation.

8. A unit owner may tape record or videotape a meeting of the unit owners subject to reasonable rules adopted by the division.

9. Unless otherwise provided in the bylaws, any vacancy occurring on the board before the expiration of a term may be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, a board may hold an election to fill the vacancy, in which case the election procedures must conform to sub-subparagraph 4.a. unless the association governs 10 units or fewer and has opted out of the statutory election process, in which case the bylaws of the association control. Unless otherwise provided in the bylaws, a board member appointed or elected under

this section shall fill the vacancy for the unexpired term of the seat being filled. Filling vacancies created by recall is governed by paragraph (l) and rules adopted by the division.

10. This chapter does not limit the use of general or limited proxies, require the use of general or limited proxies, or require the use of a written ballot or voting machine for any agenda item or election at any meeting of a timeshare condominium association or nonresidential condominium association.

Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a., an association of 10 or fewer units may, by affirmative vote of a majority of the total voting interests, provide for different voting and election procedures in its bylaws, which may be by a proxy specifically delineating the different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.

(e) *Budget meeting.*—

1. Any meeting at which a proposed annual budget of an association will be considered by the board or unit owners shall be open to all unit owners. At least 14 days prior to such a meeting, the board shall hand deliver to each unit owner, mail to each unit owner at the address last furnished to the association by the unit owner, or electronically transmit to the location furnished by the unit owner for that purpose a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the association.

2.a. If a board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceed 115 percent of assessments for the preceding fiscal year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the association, a notice of the meeting. An officer or manager of the association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the association. Unit owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests unless the bylaws require adoption by a greater percentage of voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the board shall take effect as scheduled.

b. Any determination of whether assessments exceed 115 percent of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the condominium property, anticipated expenses of the association which the board does not expect to be incurred on a regular or annual basis, insurance premiums, or assessments for betterments to the condominium property.

c. If the developer controls the board, assessments shall not exceed 115 percent of assessments for the prior fiscal year unless approved by a majority of all voting interests.

(f) *Annual budget.*—

1. The proposed annual budget of estimated revenues and expenses must be detailed and must show the amounts budgeted by accounts and expense classifications, including, at a minimum, any applicable expenses listed in s. 718.504(21). The board shall adopt the annual budget at least 14 days before the start of the association's fiscal year. In the event that the board fails to timely adopt the annual budget a second time, it is deemed a minor violation and the prior year's budget shall continue in effect until a new budget is adopted. A multicondominium association must adopt a separate budget of common expenses for each condominium the association operates and must adopt a separate budget of common expenses for the association. In addition, if the association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements as provided for in s. 718.113(1), the budget or a schedule attached to it must show the amount budgeted for this maintenance. If, after turnover of control of the association to the unit owners, any of the expenses listed in s. 718.504(21) are not applicable, they do not need to be listed.

2.a. In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts must include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000. The amount to be reserved must be computed using a formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of the reserve item. In a budget adopted by an association that is required to obtain a structural integrity reserve study, reserves must be maintained for the items identified in paragraph (g) for which the association is responsible pursuant to the declaration of condominium, and the reserve amount for such items must be based on the findings and recommendations of the association's most recent structural integrity reserve study. With respect to items for which an estimate of useful life is not readily ascertainable or with an estimated remaining useful life of greater than 25 years, an association is not required to reserve replacement costs for such items, but an association must reserve the amount of deferred maintenance expense, if any, which is recommended by the structural integrity reserve study for such items. The association may adjust replacement reserve assessments annually to take into account an inflation adjustment and any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. The members of a unit-owner-controlled association may determine, by a majority vote of the total voting interests of the association, to provide no reserves or less reserves than required by this subsection. For a budget adopted on or after December 31, 2024, the members of a unit-owner-controlled association that must obtain a structural integrity reserve study may not determine to provide no reserves or less reserves than required by this subsection for items listed in paragraph (g), except that members of an association operating a multicondominium may determine to provide no reserves or less reserves than required by this subsection if an alternative funding method has been approved by the division. If the local building official, as defined in s. 468.603, determines that the entire condominium building is uninhabitable due to a natural emergency, as defined in s. 252.34, the board, upon the approval of a majority of its members, may pause the contribution to its reserves or reduce reserve funding until the local building official determines that the condominium building is habitable. Any reserve account funds held by the association may be expended, pursuant to the board's determination, to make the condominium building and its structures habitable. Upon the determination by the local building official that the condominium building is habitable, the association must immediately resume contributing funds to its reserves.

b. Before turnover of control of an association by a developer to unit owners other than a developer under s. 718.301, the developer-controlled association may not vote to waive the reserves or reduce funding of the reserves. If a meeting of the unit owners has been called to determine whether to waive or reduce the funding of reserves and no such result is achieved or a quorum is not attained, the reserves included in the budget shall go into effect. After the turnover, the developer may vote its voting interest to waive or reduce the funding of reserves.

3. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and may be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote of all the total voting interests of the association. Before turnover of control of an association by a developer to unit owners other than the developer pursuant to s. 718.301, the developer-controlled association may not vote to use reserves for purposes other than those for which they were intended. For a budget adopted on or after December 31, 2024, members of a unit-owner-controlled association that must obtain a structural integrity reserve study may not vote to use reserve funds, or any interest accruing thereon, for any other purpose other than the replacement or deferred maintenance costs of the components listed in paragraph (g).

4. The only voting interests that are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the units subject to assessment to fund the reserves in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended must contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR**

ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.

(g) *Structural integrity reserve study.*—

1. A residential condominium association must have a structural integrity reserve study completed at least every 10 years after the condominium's creation for each building on the condominium property that is three stories or higher in height, as determined by the Florida Building Code, which includes, at a minimum, a study of the following items as related to the structural integrity and safety of the building:

- a. Roof.
- b. Structure, including load-bearing walls and other primary structural members and primary structural systems as those terms are defined in s. 627.706.
- c. Fireproofing and fire protection systems.
- d. Plumbing.
- e. Electrical systems.
- f. Waterproofing and exterior painting.
- g. Windows and exterior doors.
- h. Any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000 and the failure to replace or maintain such item negatively affects the items listed in sub-subparagraphs a.-g., as determined by the visual inspection portion of the structural integrity reserve study.

2. A structural integrity reserve study is based on a visual inspection of the condominium property. A structural integrity reserve study may be performed by any person qualified to perform such study. However, the visual inspection portion of the structural integrity reserve study must be performed or verified by an engineer licensed under chapter 471, an architect licensed under chapter 481, or a person certified as a reserve specialist or professional reserve analyst by the Community Associations Institute or the Association of Professional Reserve Analysts.

3. At a minimum, a structural integrity reserve study must identify each item of the condominium property being visually inspected, state the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of each item of the condominium property being visually inspected, and provide a reserve funding schedule with a recommended annual reserve amount that achieves the estimated replacement cost or deferred maintenance expense of each item of condominium property being visually inspected by the end of the estimated remaining useful life of the item. The structural integrity reserve study may recommend that reserves do not need to be maintained for any item for which an estimate of useful life and an estimate of replacement cost cannot be determined, or the study may recommend a deferred maintenance expense amount for such item. The structural integrity reserve study may recommend that reserves for replacement costs do not need to be maintained for any item with an estimated remaining useful life of greater than 25 years, but the study may recommend a deferred maintenance expense amount for such item.

4. This paragraph does not apply to buildings less than three stories in height; single-family, two-family, or three-family dwellings with three or fewer habitable stories above ground; any portion or component of a building that has not been submitted to the condominium form of ownership; or any portion or component of a building that is maintained by a party other than the association.

5. Before a developer turns over control of an association to unit owners other than the developer, the developer must have a turnover inspection report in compliance with s. 718.301(4)(p) and (q) for each building on the condominium property that is three stories or higher in height.

6. Associations existing on or before July 1, 2022, which are controlled by unit owners other than the developer, must have a structural integrity reserve study completed by December 31, 2024, for each building on the condominium property that is three stories or higher in height. An association that is required to complete a milestone inspection in accordance with s. 553.899 on or before December 31, 2026, may complete the structural integrity reserve study simultaneously with the milestone inspection. In no event may the structural integrity reserve study be completed after December 31, 2026.

7. If the milestone inspection required by s. 553.899, or an inspection completed for a similar local requirement, was performed within the past 5 years and meets the requirements of this paragraph, such inspection may be used in place of the visual inspection portion of the structural integrity reserve study.

8. If the officers or directors of an association willfully and knowingly fail to complete a structural integrity reserve study pursuant to this paragraph, such failure is a breach of an officer's and director's fiduciary relationship to the unit owners under s. 718.111(1).

9. Within 45 days after receiving the structural integrity reserve study, the association must distribute a copy of the study to each unit owner or deliver to each unit owner a notice that the completed study is available for inspection and copying upon a written request. Distribution of a copy of the study or notice must be made by United States mail or personal delivery to the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under this chapter, or by electronic transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to receive notice by electronic transmission.

10. Within 45 days after receiving the structural integrity reserve study, the association must provide the division with a statement indicating that the study was completed and that the association provided or made available such study to each unit owner in accordance with this section. The statement must be provided to the division in the manner established by the division using a form posted on the division's website.

(h) *Mandatory milestone inspections.*—If an association is required to have a milestone inspection performed pursuant to s. 553.899, the association must arrange for the milestone inspection to be performed and is responsible for ensuring compliance with the requirements of s. 553.899. The association is responsible for all costs associated with the milestone inspection attributable to the portions of the building which the association is responsible for maintaining under the governing documents of the association. If the officers or directors of an association willfully and knowingly fail to have a milestone inspection performed pursuant to s. 553.899, such failure is a breach of the officers' and directors' fiduciary relationship to the unit owners under s. 718.111(1)(a). Within 14 days after receipt of a written notice from the local enforcement agency that a milestone inspection is required, the association must notify the unit owners of the required milestone inspection and provide the date by which the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website. Within 45 days after receiving a phase one or phase two milestone inspection report from the architect or engineer who performed the inspection, the association must distribute a copy of the inspector-prepared summary of the inspection report to each unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery at the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under this chapter and by electronic transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to receive notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

(i) *Assessments.*—The manner of collecting from the unit owners their shares of the common expenses shall be stated in the bylaws. Assessments shall be made against units not less frequently than quarterly in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Nothing in this paragraph shall preclude the right of an association to accelerate assessments of an owner delinquent in payment of common expenses. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

(j) *Amendment of bylaws.*—

1. The method by which the bylaws may be amended consistent with the provisions of this chapter shall be stated. If the bylaws fail to provide a method of amendment, the bylaws may be amended if the amendment is approved by the owners of not less than two-thirds of the voting interests.

2. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: “Substantial rewording of bylaw. See bylaw for present text.”

3. Nonmaterial errors or omissions in the bylaw process will not invalidate an otherwise properly promulgated amendment.

(k) *Transfer fees.*—An association may not charge a fee in connection with the sale, mortgage, lease, sublease, or other transfer of a unit unless the association is required to approve such transfer and a fee for such approval is provided for in the declaration, articles, or bylaws. Any such fee may be preset but may not exceed \$150 per applicant. For the purpose of calculating the fee, spouses or a parent or parents and any dependent children are considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, a charge may not be made. Such fees must be adjusted every 5 years in an amount equal to the total of the annual increases occurring in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items during that 5-year period. The Department of Business and Professional Regulation shall periodically calculate the fees, rounded to the nearest dollar, and publish the amounts, as adjusted, on its website. The foregoing notwithstanding, if the authority to do so appears in the declaration, articles, or bylaws, an association may require that a prospective lessee place a security deposit, in an amount not to exceed the equivalent of 1 month’s rent, into an escrow account maintained by the association. The security deposit shall protect against damages to the common elements or association property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in part II of chapter 83.

(l) *Recall of board members.*—Subject to s. 718.301, any member of the board of administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the unit owners to recall a member or members of the board of administration may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

1. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided in this paragraph. The board shall duly notice and hold a board meeting within 5 full business days after the adjournment of the unit owner meeting to recall one or more board members. Such member or members shall be recalled effective immediately upon conclusion of the board meeting, provided that the recall is facially valid. A recalled member must turn over to the board, within 10 full business days after the vote, any and all records and property of the association in their possession.

2. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the association by certified mail or by personal service in the manner authorized by chapter 48 and the Florida Rules of Civil Procedure. The board of administration shall duly notice and hold a meeting of the board within 5 full business days after receipt of the agreement in writing. Such member or members shall be recalled effective immediately upon the conclusion of the board meeting, provided that the recall is facially valid. A recalled member must turn over to the board, within 10 full business days, any and all records and property of the association in their possession.

3. If the board fails to duly notice and hold a board meeting within 5 full business days after service of an agreement in writing or within 5 full business days after the adjournment of the unit owner recall meeting, the recall is deemed effective and the board members so recalled shall turn over to the board within 10 full business days after the vote any and all records and property of the association.

4. If the board fails to duly notice and hold the required meeting or at the conclusion of the meeting determines that the recall is not facially valid, the unit owner representative may file a petition or court action under s. 718.1255 challenging the board’s failure to act or challenging the board’s determination on facial validity.

The petition or action must be filed within 60 days after the expiration of the applicable 5-full-business-day period. The review of a petition or action under this subparagraph is limited to the sufficiency of service on the board and the facial validity of the written agreement or ballots filed.

5. If a vacancy occurs on the board as a result of a recall or removal and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in this subsection. If vacancies occur on the board as a result of a recall and a majority or more of the board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the division, which rules need not be consistent with this subsection. The rules must provide procedures governing the conduct of the recall election as well as the operation of the association during the period after a recall but before the recall election.

6. A board member who has been recalled may file a petition or court action under s. [718.1255](#) challenging the validity of the recall. The petition or action must be filed within 60 days after the recall. The association and the unit owner representative shall be named as the respondents. The petition or action may challenge the facial validity of the written agreement or ballots filed or the substantial compliance with the procedural requirements for the recall. If the arbitrator or court determines the recall was invalid, the petitioning board member shall immediately be reinstated and the recall is null and void. A board member who is successful in challenging a recall is entitled to recover reasonable attorney fees and costs from the respondents. The arbitrator or court may award reasonable attorney fees and costs to the respondents if they prevail, if the arbitrator or court makes a finding that the petitioner's claim is frivolous.

7. The division or a court of competent jurisdiction may not accept for filing a recall petition or court action, whether filed under subparagraph 1., subparagraph 2., subparagraph 4., or subparagraph 6., when there are 60 or fewer days until the scheduled reelection of the board member sought to be recalled or when 60 or fewer days have elapsed since the election of the board member sought to be recalled.

(m) *Alternative dispute resolution.*—There must be a provision for alternative dispute resolution as provided for in s. [718.1255](#) for any residential condominium.

(n) *Firesafety.*—An association must ensure compliance with the Florida Fire Prevention Code. As to a residential condominium building that is a high-rise building as defined under the Florida Fire Prevention Code, the association must retrofit either a fire sprinkler system or an engineered life safety system as specified in the Florida Fire Prevention Code. Notwithstanding chapter 633 or of any other code, statute, ordinance, administrative rule, or regulation, or any interpretation of the foregoing, an association, residential condominium, or unit owner is not obligated to retrofit the common elements, association property, or units of a residential condominium with a fire sprinkler system in a building that has been certified for occupancy by the applicable governmental entity if the unit owners have voted to forego such retrofitting by the affirmative vote of a majority of all voting interests in the affected condominium. The local authority having jurisdiction may not require completion of retrofitting with a fire sprinkler system or an engineered life safety system before January 1, 2024.

1. A vote to forego retrofitting may be obtained by limited proxy or by a ballot personally cast at a duly called membership meeting, or by execution of a written consent by the member, and is effective upon recording a certificate attesting to such vote in the public records of the county where the condominium is located. The association shall mail or hand deliver to each unit owner written notice at least 14 days before the membership meeting in which the vote to forego retrofitting of the required fire sprinkler system is to take place. Within 30 days after the association's opt-out vote, notice of the results of the opt-out vote must be mailed or hand delivered to all unit owners. Evidence of compliance with this notice requirement must be made by affidavit executed by the person providing the notice and filed among the official records of the association. After notice is provided to each owner, a copy must be provided by the current owner to a new owner before closing and by a unit owner to a renter before signing a lease.

2. If there has been a previous vote to forego retrofitting, a vote to require retrofitting may be obtained at a special meeting of the unit owners called by a petition of at least 10 percent of the voting interests. Such a vote may only be called once every 3 years. Notice shall be provided as required for any regularly called meeting of the

unit owners, and must state the purpose of the meeting. Electronic transmission may not be used to provide notice of a meeting called in whole or in part for this purpose.

3. As part of the information collected annually from condominiums, the division shall require condominium associations to report the membership vote and recording of a certificate under this subsection and, if retrofitting has been undertaken, the per-unit cost of such work. The division shall annually report to the Division of State Fire Marshal of the Department of Financial Services the number of condominiums that have elected to forego retrofitting.

4. Notwithstanding s. 553.509, a residential association may not be obligated to, and may forego the retrofitting of, any improvements required by s. 553.509(2) upon an affirmative vote of a majority of the voting interests in the affected condominium.

5. This paragraph does not apply to timeshare condominium associations, which shall be governed by s. 721.24.

(o) *Common elements; limited power to convey.*—

1. With respect to condominiums created on or after October 1, 1994, the bylaws shall include a provision granting the association a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

2. In any case where the bylaws are silent as to the association's power to convey common elements as described in subparagraph 1., the bylaws shall be deemed to include the provision described in subparagraph 1.

(p) *Director or officer delinquencies.*—A director or officer more than 90 days delinquent in the payment of any monetary obligation due the association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

(q) *Director or officer offenses.*—

1. A director or an officer charged by information or indictment with any of the following crimes must be removed from office:

a. Forgery, as provided in s. 831.01, of a ballot envelope or voting certificate used in a condominium association election.

b. Theft, as provided in s. 812.014, or embezzlement involving the association's funds or property.

c. Destruction of, or the refusal to allow inspection or copying of, an official record of a condominium association which is accessible to unit owners within the time periods required by general law, in furtherance of any crime. Such act constitutes tampering with physical evidence as provided in s. 918.13.

d. Obstruction of justice under chapter 843.

e. Any criminal violation under this chapter.

2. The board shall fill the vacancy in accordance with paragraph (2)(d) until the end of the period of the suspension or the end of the director's term of office, whichever occurs first. While such director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a director or officer of any association and may not have access to the official records of any association, except pursuant to a court order. However, if the charges are resolved without a finding of guilt, the director or officer shall be reinstated for the remainder of his or her term of office, if any.

(r) *Fraudulent voting activities relating to association elections; penalties.*—

1. A person who engages in the following acts of fraudulent voting activity relating to association elections commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083:

a. Willfully and falsely swearing to or affirming an oath or affirmation, or willfully procuring another person to falsely swear to or affirm an oath or affirmation, in connection with or arising out of voting activities.

b. Perpetrating or attempting to perpetrate, or aiding in the perpetration of, fraud in connection with a vote cast, to be cast, or attempted to be cast.

c. Preventing a member from voting or preventing a member from voting as he or she intended by fraudulently changing or attempting to change a ballot, ballot envelope, vote, or voting certificate of the member.

d. Menacing, threatening, or using bribery or any other corruption to attempt, directly or indirectly, to influence, deceive, or deter a member when the member is voting.

e. Giving or promising, directly or indirectly, anything of value to another member with the intent to buy the vote of that member or another member or to corruptly influence that member or another member in casting his or her vote. This sub-subparagraph does not apply to any food served which is to be consumed at an election rally or a meeting or to any item of nominal value which is used as an election advertisement, including a campaign message designed to be worn by a member.

f. Using or threatening to use, directly or indirectly, force, violence, or intimidation or any tactic of coercion or intimidation to induce or compel a member to vote or refrain from voting in an election or on a particular ballot measure.

2. Each of the following acts constitutes a misdemeanor of the first degree, punishable as provided in s. [775.082](#) or s. [775.083](#):

a. Knowingly aiding, abetting, or advising a person in the commission of a fraudulent voting activity related to association elections.

b. Agreeing, conspiring, combining, or confederating with at least one other person to commit a fraudulent voting activity related to association elections.

c. Having knowledge of a fraudulent voting activity related to association elections and giving any aid to the offender with intent that the offender avoid or escape detection, arrest, trial, or punishment. This sub-subparagraph does not apply to a licensed attorney giving legal advice to a client.

(3) **OPTIONAL PROVISIONS.**—The bylaws as originally recorded or as amended under the procedures provided therein may provide for the following:

(a) A method of adopting and amending administrative rules and regulations governing the details of the operation and use of the common elements.

(b) Restrictions on and requirements for the use, maintenance, and appearance of the units and the use of the common elements.

(c) Provisions for giving notice by electronic transmission in a manner authorized by law of meetings of the board of directors and committees and of annual and special meetings of the members.

(d) Other provisions which are not inconsistent with this chapter or with the declaration, as may be desired.

History.—s. 1, ch. 76-222; s. 1, ch. 77-174; s. 5, ch. 77-221; ss. 3, 4, ch. 77-222; s. 1, ch. 78-340; s. 6, ch. 79-314; s. 2, ch. 80-323; s. 2, ch. 81-225; s. 1, ch. 82-113; s. 4, ch. 82-199; s. 6, ch. 84-368; s. 6, ch. 86-175; s. 2, ch. 88-148; s. 7, ch. 90-151; s. 5, ch. 91-103; ss. 5, 6, ch. 91-426; s. 3, ch. 92-49; s. 3, ch. 94-336; s. 7, ch. 94-350; s. 36, ch. 95-274; s. 2, ch. 96-396; s. 32, ch. 97-93; s. 1773, ch. 97-102; s. 1, ch. 97-301; s. 2, ch. 98-195; s. 3, ch. 98-322; s. 53, ch. 2000-302; s. 21, ch. 2001-64; s. 9, ch. 2002-27; s. 5, ch. 2003-14; s. 4, ch. 2004-345; s. 4, ch. 2004-353; s. 134, ch. 2005-2; s. 7, ch. 2008-28; s. 88, ch. 2009-21; s. 10, ch. 2010-174; s. 3, ch. 2011-196; s. 5, ch. 2013-122; s. 1, ch. 2013-159; s. 3, ch. 2013-188; s. 1, ch. 2014-74; s. 9, ch. 2014-133; s. 3, ch. 2015-97; s. 3, ch. 2017-188; s. 2, ch. 2018-96; s. 15, ch. 2019-165; s. 4, ch. 2021-99; s. 21, ch. 2021-135; s. 6, ch. 2022-269; s. 6, ch. 2023-203; s. 9, ch. 2024-244.

Section V
EXHIBIT C

Definitions

Terms & Definitions

Definitions

- **Abatement:** Procedures taken to control fiber release of *asbestos* from *asbestos-containing materials*, including removal, encapsulation, enclosure and repair.
- **AMP:** The rate of flow of electricity through conductors.
- **Appurtenance:** An incidental structure or right attached to a property and passing with it.
- **Apron:** A paved area, such as the juncture of a driveway with the street or garage entrance.
- **Asbestos-Containing Material (ACM):** By EPA definition, any material containing more than one percent *asbestos* by weight.
- **Asbestos:** Any hydrated mineral silicate separable into commercially usable fibers, including, but not limited to, chrysotile, amosite, crocidolite, tremolite, anthophyllite and actinolite.
- **Asphalt:** Most native asphalt is a residue from evaporated petroleum. Asphalt is insoluble in water but soluble in gasoline and melts when heated. Used widely in buildings for water-proofing roof coverings of many types, exterior wall coverings, flooring tile, and the like.
- **Batten:** Narrow strips of wood used to cover joints or as decorative vertical members over plywood or wide boards.
- **Beam:** A structural member transversely supporting a load.
- **Bearing Wall:** A wall that supports the floor or roof of a building.
- **Bibb:** A water faucet to which a hose may be attached, also called a hose bibb or sill cock.
- **Brace:** An inclined piece of framing lumber applied to wall or floor to stiffen the structure. Once used on walls a temporary bracing until framing has been completed.
- **BTU:** A BTU, which stands for British Thermal Unit, is a measure of heat. One BTU is roughly equivalent to that given off by burning one wooden kitchen match. BTUs are used to measure both heat gain and heat removal. For example, a 10,000 BTU per hour air conditioner will remove 10,000 BTUs of heat from a room in one hour. (See also *ton*). The energy content of oil, gas and electricity can also be measured in BTUs as follows:
 - One cubic foot natural gas contains approximately 1,030 BTUs.
 - One gallon of number two heating oil contains approximately 138,000 BTUs.
 - One *kilowatt*-hour of electricity is equal to 3,413 BTUs.
- **Bulkhead:** Near water, the *retaining wall* which separates a body of water from land. In a building, the enclosure for the top of a stairway at the roof level of a building.
- **Buttress:** A projecting structure, usually *masonry* or wood, supporting or giving stability to a wall.
- **Cantilever:** A structural member which projects beyond its supporting column or wall, and supports a load.
- **Carpenter Ant:** Ants that bore through wood. Like *termites*, carpenter ants like warm, moist areas such as those found in wood structures in this part of the country. Carpenter ants differ from termites in several important ways. Carpenter ants do not ingest the wood; rather, they tunnel through the wood leaving a residue of sawdust. Also differing from termites, carpenter ants can nest anywhere; it is not uncommon to find a carpenter ant nest in an attic. Carpenter ants can do a great amount of structural damage. By the time the sawdust residue is visible, structural damage may already have occurred. Exterminating carpenter ants is difficult. To exterminate them, one must first find the nest. Finding the nest is the most difficult part of exterminating carpenter ants.
- **Caulking:** A flexible putty-like compound used to fill gaps between windows, doors, *trim* etc., and the structure they are mounted in. Caulking helps prevent air and water infiltration.
- **Cesspool:** An underground catch basin for liquid waste, usually lined with brick, concrete, or stone, capable of drainage into the surrounding soil.
- **Cockloft:** The air space between the underside of a flat roof and the top floor ceiling.

Terms & Definitions

- **Column:** In architecture: A perpendicular supporting member, circular or rectangular in section, usually consisting of a base, shaft, and capitals. In engineering: A vertical structural compression member which supports loads acting in the direction of its longitudinal axis.
- **Concrete:** A hardened mixture of cement, aggregate and water. The cement portion is generally Portland cement which is made by heating raw materials containing alumina and calcium. The aggregate is generally sand or gravel. Note that salt used for melting ice during the winter can destroy the surface appearance and strength of concrete, so do not use it if the surface appearance and strength are important to you.
- **Condensation:** In a building, beads or drops of water (and frequently frost in extremely cold weather) that accumulate on the inside of the exterior covering of a building when warm, moisture-laden air from the interior reaches the temperature that no longer permits the air to sustain the moisture it holds. Use of louvers or ventilators will reduce moisture condensation in attics. A *vapor barrier* under the gypsum lath or dry wall on exposed walls will reduce condensation in them.
- **Conduit:** Electrical: A pipe, usually metal, in which wire(s) are installed. Non-Electrical: Any small passage or channel that goes from one area to another.
- **Copalum Connector:** A special type of crimp connector the US Consumer Product Safety Commission recommends when pigtailling Copper wires to Aluminum wiring.
- **Cornice:** A horizontal piece, usually molding, that tops a *column*, or wall, etc.
- **Crawl Space:** A shallow space, usually below the living quarters of a building that has no basement, normally enclosed by the *foundation* wall. Other shallow spaces throughout a building may also be called crawl spaces.
- **Dormer:** An opening in a sloping roof, the framing of which projects out to form a vertical wall suitable for windows or other openings.
- **Eaves:** The lower part of a roof projecting over the wall.
- **Electric Heat:** Popular for a short time when electricity costs were low. Now, electric heat is seldom used in new construction. Electric heat has the advantage of allowing you to adjust room temperatures individually. Unfortunately, electric heat is expensive to operate. For that reason, many peoples keep the temperature low, particularly in rooms they seldom use.
- **Expansion Tank:** Part of a hot water heating system that is filled with air. Its purpose is to provide a cushion for the expansion of the hot water in the heating system. (Many people confuse expansion tanks with hot water storage tanks.)
- **Fascia:** A flat board, band, or face, usually used in combination with moldings, and often located at the outer face of the *cornice*.
- **Flagstone (flagging or flags):** Flat stones, from one to four inches thick, used for rustic walks, steps, floors, and the like.
- **Flashing:** Sheet metal or other material used in roof, window, door, and wall construction to protect a building from water seepage.
- **Flue:** The space or passage in a chimney through which smoke, gas, or fumes ascend. Each passage is called a flue, which together with any other flues and the surrounding *masonry* make up the chimney.
- **Footing:** A *masonry* section, usually *concrete*, usually rectangular and wider than the bottom of the *foundation* wall or *pier* it supports.
- **Forced Hot Air Heating:** Heating system where a fan circulates air over a heat exchanger in a *furnace*, and back through the building to heat the building. This system is used in many buildings today. Contrary to popular belief, forced hot air heating ducts are not well suited to conversion to central air conditioning. This is because forced hot air ducts are at floor level, while air conditioning ducts should be at ceiling level for optimum cooling. Most forced hot air systems have filters that need to be changed frequently.
- **Foundation:** The supporting portion of a structure at the bottom of the structure. The foundation supports the building.

Terms & Definitions

- **Furnace:** Strictly speaking, an enclosed area for heating air. In common usage, a furnace is taken to mean any piece of equipment where fossil fuel is converted to heat. In this report, furnace is used to describe a hot air furnace, a hot water boiler, or a steam boiler.
- **Furring:** Strips of wood or metal applied to a wall or other surface to make the surface even; furring normally serves as a fastening base for finish material.
- **Ground Fault Circuit Interrupter (GFCI):** Safety devices now routinely installed where electrical outlets and appliances are used close to water, (and required by the electrical code in those areas). GFCIs sense the current flowing into the conductors of the outlet. If there is a small imbalance, (such as would occur were someone getting an electric shock), the power is rapidly turned off. This makes the operation of kitchen and bathroom electrical appliances safer. GFCIs occasionally trip for other reasons, such as a small amount of water being splashed on the outlet.
- **Girder:** A large *beam* of wood or steel used to support concentrated loads, (such as *joists*), at isolated points along its length.
- **Grout:** Mortar made of such consistency (by adding water) that it will just flow into the joints and cavities of the *masonry* work and fill them solid.
- **Ground:** (electrical): Part of the electrical system having zero *voltage*, electrically connected to the earth.
- **Gutter:** A shallow channel or *conduit* of metal, wood, or vinyl set along the *eaves* of a building to catch and carry off rainwater from the roof, and away from the building.
- **Header:** A *beam* over a door, window, or other opening.
- **Hot Water Booster Tank:** A hot water or storage tank used with a tankless *hot water heater* to increase the reserve capacity. Hot water booster tanks usually cannot provide sufficient hot water alone.
- **Hot Water Heater:** Any device for producing hot water. Most common are tankless coils used in conjunction with a *furnace*, or an oil, gas, or electric heater combined with a storage tank. Most non-commercial hot water heaters are of limited capacity; that is, they are not designed for continuous or heavy use.
- **Hot Water Heating:** Heating system where water is heated in a boiler, then circulated through radiators to heat a building. This system is used in many modern one and two-family residences. In older buildings, the radiators become blocked by dust, and heating efficiency is reduced. Radiators need to be vacuumed every several years. Some older systems have no circulator, and use convection, (the tendency of heated water to rise) to circulate the water in a building. These are called CONVECTION HOT WATER or GRAVITY HOT WATER. Convection hot water heating is inefficient and considered obsolete. Many peoples with convection how water heating choose to convert to pumped hot water when feasible.
- **Humidifier:** A device designed to increase the humidity within a room or a building by means of the discharge of water vapor. Humidifiers may consist of individual room-size units or larger units attached to the heating plant to condition the entire building. Some humidification will make a building more comfortable during the dry winter months. In fact, a room usually feels warmer if the humidity level is higher. However, too much humidification will cause moisture to build up in the walls and ceilings, and possible *rot*.
- **I-Beam:** A steel *beam* with a cross section resembling the letter I. An I-beam is used for long *spans* as basement beams or over wide wall openings, such as above a double garage door that supports wall and roof loads.
- **Joist Ribbon:** The wooden member running perpendicular to the *joists* over the *foundation*.
- **Joist:** One of a series of parallel *beams*, usually one-and-one-half to three inches in thickness, used to support ceiling and floor loads, and supported in turn by larger *beams*, *girders*, or *bearing walls*.
- **Lally Column:** A steel tubular *column* usually filled with *concrete*.
- **Leader:** A pipe running from a *gutter* to the ground.
- **Light (Or Lite):** Space in a window *sash* for a single pane of glass. Also, a pane of glass.
- **Lintel:** A horizontal structural member that supports the load over an opening such as a door or window, usually used in brick structures.

Terms & Definitions

- **Locust Post:** The trunk of a locust tree used as a *column*.
- **Masonry:** Stone, brick, *concrete*, hollow-tile concrete-block, gypsum-block, or other similar building units or materials or a combination of the same, bonded together with mortar to form a wall, *pier*, *buttress*, or similar mass.
- **Moisture Barrier:** Treated paper or metal that retards or bars water vapor, used to keep moisture from passing into walls, floors, and ceilings. Also used between damp and dry areas, such as between living space and a *crawl space*.
- **Normal Limits:** (Also, normal, satisfactory, acceptable, etc). As used in this report: Normal, expected tolerances based on age, size, quality of maintenance, the original installation, limits of observation, statistical averages, and other factors specific to a part or element. Many will differ as to exactly what is normal for a particular component or part. If a component or part is still useful for its original purpose, (no matter how old, worm, obsolete, or otherwise changed by age or abuse it may be), it is considered to be within normal limits.
- **Over-Current Device:** Usually a fuse or circuit breaker, a device that limits the maximum amount of current that can flow in a circuit.
- **Parapet:** The part of a wall that extends above the roof line.
- **Partition:** A wall that sub-divides spaces within any story of a building.
- **Pier:** A *column of masonry* other structural material, usually rectangular in horizontal cross section, used to support other structural members.
- **Pitch:** The incline slope of a roof or the ratio of the total rise to the total width of a building, i.e., an eight-foot rise and 24-foot run is a one-third pitch roof. Roof slope is expressed in the feet of rise per foot of run.
- **Plate** (or *sill plate*): A horizontal member anchored to a *masonry* wall. Sole plate; bottom horizontal member of a frame wall. Top plate; top horizontal member of a frame wall supporting ceiling *joists*, *rafters*, or other members.
- **Plump:** Exactly perpendicular, vertical.
- **Pointing:** Treatment of joints in *masonry* by filling with mortar to improve appearance and/or protect against weather.
- **Powder Post Beetle:** Beetles that lay their eggs in wood. The holes in the wood are the exit holes where the beetle's offspring exits. Powder post beetle damage is usually found in structural wood in older structures. If a significant amount of wood is damaged, it can affect structural soundness.
- **Rafter:** One of a series of structural members of a roof designed to support roof loads. The rafters of a flat roof are sometimes called roof *joists*.
- **Rated Life Expectancy:** As used in this report: The normal life expectancy based on the type of equipment, original quality, original installation, apparent quality of maintenance, and normal usage. Rated life expectancy is a statistical lifespan. That means a certain percentage of equipment or parts will fail before their rated life expectancy, and a certain percentage of equipment will fail after their rated life expectancy. Unfortunately, some equipment or component parts will fail well before their rated life expectancy. These failures cannot be predicted.
- **Risk:** A possibility of (1) an unwanted event, (2) the negative result of an unwanted event, (3) an assumption of responsibility for the consequence of a possible event.
- **Retaining Wall:** A wall used to hold back earth.
- **Roof Sheathing:** The boards or sheet material fastened to the roof *rafters* on which the *shingle* or other roof covering is laid.
- **Rot:** Rot is a fungal growth that consumes the cellulose in timber and leaves behind a skeleton that is easily reduced to powder or comes apart in cube-shaped chunks. Rot occurs in damp and moist areas. When rot becomes apparent, it is often the **tip of the iceberg**. Rot is often not visible until it becomes a serious problem. Rot frequently appears suddenly. It is not that rot spreads so rapidly, (although rot can spread rapidly); rather, sound wood often obscures rotted wood. It is therefore important to frequently check any wood that is exposed to moisture for rot. Raised decks, porches, wood handrails, and other exterior improvements are hazardous when they rot and should be checked frequently.

Terms & Definitions

- **Saddle:** Two sloping surfaces meeting in a horizontal ridge, used between the back side of a chimney, or other vertical surface, and a sloping roof.
- **Sash:** A single *light* frame containing one or more lights of glass.
- **Screw-Jack:** An adjustable steel *column*.
- **Septic Tank:** A sewage settling tank in which part of the sewage is converted into gas and sludge before the remaining waste is discharged by gravity into a leaching bed underground. Septic tanks should be pumped at least every three years.
- **Shake:** A thick Hand-split *shingle*, re-sawed to form two shakes; usually edge grained.
- **Sheathing:** The first covering of boards or other material on the outside wall or roof prior to installing the finished *siding* or roof covering.
- **Shingle Roof:** Covering of *asphalt*, asbestos, wood, tile, slate or other material cut to stock lengths, widths, and thickness.
- **Shingle Siding:** Various kinds of shingles, such as wood shingles or *shakes* and on-wood shingles, that are used over *sheathing* for exterior sidewall covering of a structure.
- **Shutter:** Usually lightweight louvered or flush door-like frames located at each side of a window. Some are made to close over the window for protection; most are fastened to the wall as a decorative device.
- **Siding:** The finish covering of the outside wall of a frame building, whether made of horizontal weatherboards, vertical boards with *battens*, *shingles*, brick, stone, *asbestos* shingle, *shakes*, or other weather resistant material. Siding is like a protective skin. As long as siding performs this function, it is acceptable no matter how worn.
- **Sill:** The lowest member of the frame of a structure, resting on the *foundation* and supporting the floor *joists* or the uprights of the wall (also sill *plate* or mud sill). Also, the member forming the lower side of an opening, as a door sill, window sill, etc.
- **Sister Joist:** An additional *joist* installed next to an existing joist for purposes of additional strength.
- **Soffit:** Usually the underside of an overhanging *cornice*.
- **Spalling:** A fragment usually in the shape of a flake, detached from a larger mass by a blow through action of weather, by pressure, or by expansion within the larger mass.
- **Span:** The distance between structural supports such as walls, *columns*, *piers*, *beams*, *girders*, and *trusses*.
- **Steam Heat:** One of the first types of central heating systems, still found in many private residences and buildings today. This type heating system was used until the 1950s, and even later in large buildings. Steam offered many advantages in the early part of the century when central heat became popular. The systems were simple to install in existing buildings. There were few moving parts. Steam could easily heat large buildings that could not be practically heated by any other system of the day. By today's standards, steam heat is noisy and inefficient. There is also a long delay between the time the thermostat calls for heat to the time heat becomes available. Once the radiators warm up, they continue to radiate heat after the boiler has shut off.
- **Stucco:** Most commonly refers to an outside plaster made with Portland cement as its base. Stucco is subject to developing cracks, which should be patched as soon as they occur to prevent water penetration.
- **Stud:** One of a series of slender wood or metal vertical structural members placed as supporting elements in walls and *partitions*, (Plural: studs or studding.)
- **Subfloor:** Boards or plywood laid on *joists* over which a finish floor is to be laid.
- **Swale:** A wide shallow depression in the ground which forms a channel for storm drainage.
- **Termite Shield:** A shield, usually of non-corrodible metal, placed on or on a *foundation* wall or other mass of *masonry* or around pipes to help prevent the passage of *termites*.

Terms & Definitions

- **Termites:** Insects that superficially resemble ants in general appearance, and live in colonies; termites are frequently referred to as white ants. Subterranean termites establish themselves in buildings by entering from ground nests. If unmolested, termites eat out the wood, leaving a shell of sound wood to conceal their activities. Damage may proceed so far as to cause collapse of parts of a structure before discovery.
- **Ton:** (as a measure of air-conditioner capacity). The size of an air condition or heat pump is sometimes expressed in tons. The term dates from the days when ice, measured in tons, was used to cool large buildings. A ton is equal to 12,000 *BTUs* per hour. A 12,000 *BTU* per hour air conditioning unit is often referred to as a one-ton air conditioner; and 18,000 *BTU* per hour unit as a one-and-one-half-ton unit, etc.
- **Tongue and Groove:** Boards or planks machined in such a manner that there is a groove on one edge and a corresponding tongue on the other.
- **Trap:** A bend in a water pipe to hold water so gases will not escape from the plumbing system into the building.
- **Trim:** The finish materials in a building, such as moldings, applied around openings (window trim, door trim) or at the floor and ceiling of rooms (baseboard, *cornice*, and other moldings). Trim is usually not structural, but serves to keep moisture from penetrating into a building.
- **Truss:** A frame or jointed structure designed to act as a *beam* of long *span*, which each member is usually subjected to longitudinal stress only, either tension or compression. Trusses are used to reduce the amount of wood needed in a structure, and hence the cost of a building. Although a truss may look flimsy, a properly designed and built truss can carry a load as well as the more common *joists* and *rafters*.
- **Valley (or valle):** The internal angle formed by the junction of two sloping sides of a roof.
- **Vapor Barrier:** Material used to retard the movement of water vapor into walls and prevent *condensation* in them. It is applied separately over the warm side of exposed walls or as a part of batt or blanket insulation.
- **Volt:** A unit of measure of electrical potential.
- **Watt:** A unit of power equal to the *volts* applied time the current flowing (measured in *amps*). One kilowatt is 1000 watts. A kilowatt-hour is the product of watts times the time (measured in hours). **It is watts, not volts or amps, that determines if a building has sufficient power.**
- **Weatherstrip:** Narrow or jamb width sections of thin metal or other material to prevent infiltration of air and moisture around windows and doors. Compression weather stripping prevents air infiltration, provides tension, and acts as a counter balance.