

MEMO TO UNIT OWNERS

Date: December 1, 2023

RE: Warranty Repair Requests for Individual Units

Dear Unit Owners,

Recently, several Unit Owners have contacted, Rich or Keith with the management company, or the members of the Board of Directors of The Strand of Sarasota Condominium Association, Inc., concerning issues related to warranty or defect claims for construction improvements, finishes and equipment, located in their individual Units. While we understand the frustration that may come with a warranty claim or defective condition which may be found within a Unit, the Board wishes to notify you of appropriate lines of communication and responsibility related to improvements within your Unit, so that you are not delayed in seeking repairs. The duties and responsibilities for maintenance and repair oversight of the Association and the management company are limited to Association owned property, common elements, limited common elements, and matters of common interest affecting Unit Owners. The Association does not have warranty responsibility related to improvements which are part of an individual Unit, which are not part of the common elements. Although the Association is not in a position and does not attempt to provide to the Unit Owners legal advice related to the Unit Owner owned improvements within their unit, we would suggest to the Unit Owner that they may have rights or remedies pursuant to their purchase agreement and any written express warranty which they Unit Owner may have received from the seller from whom the Unit was purchased. Additionally, there may be rights available to a Unit Owner provided for under Florida Statutes, Chapter 718, or otherwise, and pursuant to case law, which a Unit Owner may have against various parties. There may be rights available to Unit Owners, pursuant to Florida Statutes, Section 718.203.

Section 718.203 provides:

718.203 Warranties. —

(1) The developer shall be deemed to have granted to the purchaser of each unit an implied warranty of fitness and merchantability for the purposes or uses intended as follows:

(a) As to each unit, a warranty for 3 years commencing with the completion of the building containing the unit.

(b) As to the personal property that is transferred with, or appurtenant to, each unit, a warranty which is for the same period as that provided by the manufacturer of the personal property, commencing with the date of closing of the purchase or the date of possession of the unit, whichever is earlier.

(c) As to all other improvements for the use of unit owners, a 3-year warranty commencing with the date of completion of the improvements.

(d) As to all other personal property for the use of unit owners, a warranty which shall be the same as that provided by the manufacturer of the personal property.

(e) As to the roof and structural components of a building or other improvements and as to mechanical, electrical, and plumbing elements serving improvements or a building, except

mechanical elements serving only one unit, a warranty for a period beginning with the completion of construction of each building or improvement and continuing for 3 years thereafter or 1 year after owners other than the developer obtain control of the association, whichever occurs last, but in no event more than 5 years.

(f) As to all other property which is conveyed with a unit, a warranty to the initial purchaser of each unit for a period of 1 year from the date of closing of the purchase or the date of possession, whichever occurs first.

(2) The contractor, and all subcontractors and suppliers, grant to the developer and to the purchaser of each unit implied warranties of fitness as to the work performed or materials supplied by them as follows:

(a) For a period of 3 years from the date of completion of construction of a building or improvement, a warranty as to the roof and structural components of the building or improvement and mechanical and plumbing elements serving a building or an improvement, except mechanical elements serving only one unit.

(b) For a period of 1 year after completion of all construction, a warranty as to all other improvements and materials.

(3) "Completion of a building or improvement" means issuance of a certificate of occupancy, whether temporary or otherwise, that allows for occupancy or use of the entire building or improvement, or an equivalent authorization issued by the governmental body having jurisdiction. In jurisdictions where no certificate of occupancy or equivalent authorization is issued, the term means substantial completion of construction, finishing, and equipping of the building or improvement according to the plans and specifications.

(4) These warranties are conditioned upon routine maintenance being performed, unless the maintenance is an obligation of the developer or a developer-controlled association.

(5) The warranties provided by this section shall inure to the benefit of each owner and his or her successor owners and to the benefit of the developer.

(6) Nothing in this section affects a condominium as to which rights are established by contracts for sale of 10 percent or more of the units in the condominium by the developer to prospective unit owners prior to July 1, 1974, or as to condominium buildings on which construction has been commenced prior to July 1, 1974.

(7) Residential condominiums may be covered by an insured warranty program underwritten by a licensed insurance company registered in this state, provided that such warranty program meets the minimum requirements of this chapter; to the degree that such warranty program does not meet the minimum requirements of this chapter, such requirements shall apply.

There may exist other statutes, agreements, rights, remedies, and responsibilities related to interior improvements within a Unit. The Association further advises that it is generally aware that there are complex issues which may affect a Unit Owner's rights and responsibilities under the law, and that various statutes of limitation and repose may affect a Unit Owner's right to pursue relief against responsible parties. The Association cannot, and does not, attempt to provide any legal advice to Unit

Owners or to advise Unit Owners how to best obtain warranty repairs or pursue claims. The Association recommends that Unit Owners consult with a qualified legal professional of their choosing should the Unit Owner have any questions or concerns related to their legal rights, remedies, and responsibilities. The Association provides this notice as a courtesy in response to having received repair requests from several Unit Owners related to warranty claims for improvements within a Unit. If you have issues regarding improvements within your Unit, which are not part of the common elements, please do not contact Rich, Keith, or the Board. There may be required notice procedures which may affect your rights which exist under your agreements or under the law. You may wish to refer to any contact information or procedures for repairs or warranty claims which you might have received from the Developer or upon the purchase of your Unit. You may also wish to contact the Developer directly at:

James Bridges, jamesbridges@verizon.net, 678-409-7524

Kace King, kace_king@yahoo.com, 941-224-7168

Regarding any issues related to the common elements and shared infrastructure, the Association will continue to undertake its maintenance and management obligations. Should you have an issue with or notice a defect related to the common elements, please continue to contact Keith or the Board so that those issues may be properly addressed.

Thank you.

The Strand Board of Directors