

Daniel J. Greenberg, Esq.
Stephan C. Nikoloff, Esq.
Scott M. Gross, Esq.
Gregory S. Grossman, Esq.
Theresa M. McDowell, Esq.
Ariana E. Zarrella, Esq.



**Greenberg
Nikoloff** P.A.
FLORIDA COMMUNITY
ASSOCIATION LAWYERS

1964 Bayshore Blvd., Suite A
Dunedin, Florida 34698

17900 Hunting Bow Cir., Suite 102
Lutz, Florida 33558
(727) 738-1100
Fax (727) 733-0042
www.associationlawfl.com
Dan@associationlawfl.com

May 1, 2025

VIA REGULAR MAIL

To the Owners within
Victoria Palms

**Re: Victoria Palms of Dunedin Condominium Association, Inc.
Unit Owner Maintenance Responsibility for Interior Pipes**

Dear Owners:

Please be advised that this firm serves as counsel to the Association. This communication is being sent to all unit owners to clarify your maintenance responsibilities related to the interior pipes within your unit. With your units currently in the process of being reconstructed, the Board is strongly encouraging owners to review the current condition of your pipes and to replace any pipes that are at or exceeding their expected useful life before the reconstruction is complete. Further, with the units fully reconstructed, unnecessary damage because of avoidable leaks must be avoided. Pursuant to the Condominium Act, the Association insures all of the interior drywall and replaces same after insurable events such as water leaks; however, the Association is relieved of this responsibility when the leak results from unit owner negligence, such as the failure to repair or replace portions of the units the unit owner is responsible for, including interior pipes. Therefore, this letter will also serve as notice that any owner who fails or refuses to replace any pipes in their unit that are at or exceeding their useful life will be considered negligent and will be held responsible for the cost of any damage to the unit, adjoining units, or the common elements caused by the failure of such pipes. All necessary pipe replacements must be completed within sixty (60) days of this letter.

For context, the Declaration of Condominium states, in pertinent part as follows:

7. CONDOMINIUM UNIT BOUNDARIES

Each Unit shall include that part of the building containing the Unit that lies within and including the boundaries of the Unit, which boundaries are as follows:

7.01 Upper and Lower. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) **Upper Boundaries.** The horizontal plane of the lower surface of the undecorated finished floor.

(b) **Lower Boundaries.** The horizontal lane of the upper surface of the undecorated finished floor.

7.02 Perimetrical. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extending to intersections with each other and with the upper and lower boundaries.

7.03 Owners shall not be deemed to own the outer undecorated and/or unfinished surfaces of the perimeter walls, floors, or ceilings surrounding their respective Units, nor shall owners be deemed to own pipes, wires, conduits or other public utility lines running through Units which are utilized by or serve more than one (1) Unit... An Owner shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including paint and wallpaper of his or her Unit.

14. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

14.01 By the Association. Except as may be otherwise set forth herein, the Association shall operate, maintain, repair and replace at the Association's expense:

(a) All Common Elements;

(b) All portions of the Unit (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load bearing columns;

(c) All conduits, ducts, plumbing, air conditioning ducts and conduits, wiring and other facilities for furnishing of Utility Services which are contained in the portions of the Unit contributing to the support of the building nor within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium Property other than the Unit within which contained. There is expressly excluded here from the components of the heating, air conditioning and ventilating system serving the particular Units, including without limitation mechanical equipment of the systems, condensation lines, electrical systems, and air ducts;

14.02 By the Unit Owner. The Unit Owner shall maintain, repair and replace, at his or her own expense;

(a) All portions of the Unit, except those portions to be maintained, repaired and replaced by the Association, as described above. Expressly included within the responsibility of the Unit Owner shall be all flooring, wall, interior dry wall and plaster, ceiling and walls, glass, windows, window frames, door, door frames, and installations and hardware in connection therewith serving only the particular Unit. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

(b) **All portions of the heating, air conditioning, ventilating system and plumbing serving the Unit, whether such components are located inside or outside the Unit.** Notwithstanding the foregoing, Unit Owners shall not be responsible for such conduits and ducts as are described in paragraph 14.01(3) hereof.

(c) All fans, stoves, refrigerators, or other appliances or equipment within his or her Unit, including any fixtures and/or their connections require to provide Utility Services to his or her Unit that are located within the Unit.

The Board thanks you in advance for your prompt attention to this matter. Replacement of your pipes does not require the architectural approval of the Association, so please proceed with the project without delay. If you have any questions regarding this demand, please contact the Association's property manager, Ellyse Vosselmann, evosselmann@ameritechmail.com.

Sincerely,

A handwritten signature in black ink, appearing to be 'D.J. Greenberg', written in a cursive style.

Daniel J. Greenberg, Esq.

DJG:hs