

Sewer & Kitchen Line Backup Charge-Back Policy

1. Purpose, Authority, and Definitions

This policy sets out when Grenelefe Association of Condominium Owners No. 1, Inc. (the "Association") will charge a unit owner for the cost of clearing a sewer, drain or kitchen line backup and repairing the resulting damage due to the owner's or owner's tenants/guests actions. Its aim is to apply the same rule to every owner, recover costs fairly from those who caused them, and stop common-area costs from being shifted to all owners.

The Board adopts this policy pursuant to Section 4.7 of the Association's Bylaws, and Chapter 718, Florida Statutes, including the owner's responsibility for uninsured damage caused by an owner, occupant, tenant, guest or invitee (s. 718.111(11)(j)1.).

The following definitions shall apply for purposes of this policy:

1. **Backup**: Any blockage or overflow of a sanitary sewer, kitchen, laundry or other drain line that causes wastewater to back up, overflow or leak into a unit or the common elements.
2. **Unit line**: Any drain pipe, fixture, trap, disposal or branch line that serves only one unit, up to the point where it joins a line serving more than one unit.
3. **Common line**: Any stack, main, lateral or other drain line serving more than one unit or the common elements, as defined in the Declaration.
4. **Responsible unit**: The unit whose owner, occupants, tenants, guests or invitees placed the material, or did the act or omission, that caused the backup.
5. **Prohibited material**: Grease, fats and cooking oil; food waste beyond what a working disposal handles; "flushable" or other wipes; paper towels; feminine hygiene products; diapers; cat litter; rags; construction debris, grout or paint; and anything else other than human waste, toilet paper and normal wash water.
6. **Costs**: All reasonable costs the Association incurs because of a backup, including plumber and line-clearing charges, camera inspections, emergency and after-hours fees, water extraction and drying, mold remediation, repairs to common elements and other units, and the insurance deductible or uninsured amounts.

2. Association and Owner Responsibility

The owner of the responsible unit is responsible for all associated costs when the cause is traced to that unit. The Association is responsible for all associated costs when the cause is a common line failure, normal wear, or cannot be traced to a unit, as set forth below.

Cause of backup	Clearing cost	Damage to other units and common elements
Blockage in a unit line, any cause	Owner of that unit	Owner, if the blockage caused damage beyond the unit

Cause of backup	Clearing cost	Damage to other units and common elements
Prohibited material from an identified unit in a common line	Owner of responsible unit	Owner of responsible unit, to the extent not paid by Association insurance
Owner work on plumbing (renovation, disposal install, unpermitted changes)	Owner	Owner
Common line failure: roots, collapse, sagging, corrosion, defect, age	Association (common expense)	Association, per insurance and the Declaration
Prohibited material in a common line, source cannot be identified	Association (common expense)	Association

3. Response and investigation

The Association's management shall respond to stop the backup first and assigns cost afterward. No owner shall be charged without a written finding of cause as set forth in the procedures below.

1. **Report.** Owners and residents report any backup or slow-drain problem to management at once at info@grenelefecondominium.com. After hours: 863-422-0077 leave a detailed message for office to follow up.
2. **Mitigate the damage.** The Association's management will dispatch the Association's licensed plumber and, if needed, a water mitigation vendor. Clearing work shall not delayed to decide who is responsible for the damage.
3. **Access.** Under s. 718.111(5) and the Declaration, the Association may enter units to stop or prevent damage. The Association's management shall give notice where practical, however, in an emergency, the Association's personnel and contractors may enter without notice.
4. **Evidence.** The plumber shall record where the blockage occurred, and what was removed (with photos). The Association's management and/or designee shall photograph affected areas and retain vendor invoices.
5. **Written cause report.** The plumber gives a written report stating the location and probable cause of the backup and, if possible, the unit or units it came from.
6. **Notify affected owners.** The Association's management shall notify the owners of affected units and the likely responsible unit within three (3) business days.

4. Determination and charges

The Board shall decide the cause from the written evidence, and an owner is charged only when the evidence shows it is more likely than not that the backup came from that owner's unit.

1. **Clear evidence** includes: a blockage located in a unit line; prohibited material found at or just below one unit's connection; a camera inspection tying the material to one unit; repeat incidents from the same unit; or an admission.

2. **Charge amount:** The charged amount shall be the actual invoiced costs associated with the incident.
3. **Insurance:** Where the Association's insurance covers the damage, the charge to the owner is limited to the deductible and uninsured costs allowed by s. 718.111(11) and the Declaration. The Association does not waive its insurer's subrogation rights.
4. **Repeat incidents:** A second backup traced to the same unit within twelve (12) months may lead the Board to require, at the owner's cost, a line cleaning or camera inspection of that unit's lines by a licensed plumber.

5. Notice and right to dispute

The Association shall provide written notice to the unit owner, and the unit shall have fifteen (15) days to dispute it before any charges are due.

1. **Notice of charge.** Shall be sent by mail and email to the owner's address of record. It shall include the date and location of the backup, the finding of cause, copies of the plumber's report, photos and invoices, the amount, the due date, and how to dispute.
2. **Dispute.** The owner may dispute in writing within fifteen (15) days and may submit their own plumber's report or other evidence. A timely dispute pauses the due date and any late fees.
3. **Review.** The Board shall consider the dispute at a board meeting, with at least fourteen (14) days' notice to the owner. The owner may attend, speak and bring evidence.
4. **Decision.** The Board shall confirm, reduce or cancel the charge and shall send a written decision within ten (10) business days from the meeting in which it was heard. If cancelled, the cost shall become a common expense.
5. **Tenants.** All notices shall be sent to the owner. Owners are responsible for their tenants and guests and may recover the charge from them under their lease.

The owner may also seek a remedy through any process available under Chapter 718, Florida Statutes, or the governing documents.

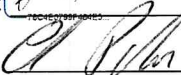
6. Billing, payment and collection

An undisputed or confirmed charge is due thirty (30) days after the notice or Board decision and is posted to the owner's account as a separate line item.

1. **Late charges:** Unpaid charges accrue interest and late fees only as allowed by the Declaration and Chapter 718, Florida Statutes.
2. **Collection:** The Association may collect unpaid charges by any means the Declaration and Florida law permit.

7. Adoption

Adopted by the Board of Directors at a duly noticed meeting on October 14, 2026, and applying to backups occurring on or after the effective date. The Board may amend this policy by resolution.

President:  Date: 10/27/2026
Director:  Date: 10/28/2026