

Desert Breeze Villas Condominiums

Exterior Maintenance Policy

Division of Maintenance Responsibilities between the Association and the Homeowner

GOVERNING DOCUMENT	ASSOCIATION RESPONSIBILITIES	HOMEOWNER RESPONSIBILITIES
<p>General Common Elements Maintenance: (all areas other than the units)</p> <p><i>CC&Rs Article I, Section 1.11: defining 'Common Elements' as all portions of the Condominium other than the Units; Article I, Section 1.12; Article V, Section 5.1.</i></p>	<p>The Association is responsible for the maintenance and repair of all General Common Elements, Improvements thereon and landscaping, except as provided in Section 5.2 for Limited Common Elements.</p>	
<p>Limited Common Elements Maintenance (a portion of the common elements allocated for the exclusive use of one or more but fewer than all of the units)</p> <p><i>CC&Rs Article I, Section 1.30: defining 'Limited Common Elements' as those portions of the Common Elements that are allocated for the exclusive use of one or more but fewer than all of the Units; Article 2; Section 2.8; Article 5, Section 5.1; Article 5, Section 5.2</i></p>	<p>The Association is responsible for maintenance and repairs of the windows allocated to each unit and for all Limited Common Elements not otherwise assigned to the Owner.</p> <p>The Association is responsible for the maintenance and repairs of the structural parts of Limited Common Elements including balconies and patios, and maintenance of any parking space or garage.</p>	<p>Owner is responsible for the maintenance and repair of all portions of Unit and the limited common elements allocated to Unit except for the windows.</p>
<p>Maintenance of Units</p> <p><i>CC&Rs Article I, Section 1.45; Article II, Section 2.5: the boundaries of each 'Unit' are the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors thereof; Article IV, Section 4.7; Article V, Sections 5.1 & 5.2.</i></p>		<p>Owner is responsible for all maintenance of his/her Unit, including pest control.</p> <p>Owner is responsible for turning off water to all toilets and clothes washers whenever Unit is to be unoccupied for more than seven (7) consecutive days.</p>
<p>Pavement and Parking</p> <p><i>CC&Rs Article I, Section 1.12; Article II, Section 2.8; Article V, Sections 5.1 & 5.2.</i></p>	<p>The Association is responsible for pavement, parking areas, garages, roadways, streets and private drives.</p>	
<p>Unit Walls: Exterior and structural parts</p> <p><i>CC&Rs Article V, Sections 5.1 & 5.2.</i></p>	<p>The Association is responsible for all exterior and bearing walls, columns, floors, ceilings, slabs, foundations, halls, lobbies and stairways.</p>	

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<p>Unit Walls: Interior Surfaces</p> <p><i>CC&Rs Article II, Sections 2.5 & 2.8; Article V, Sections 5.1 & 5.2.</i></p>	<p>The Association is responsible for the windows in the perimeter walls of the Units.</p>	<p>Each Owner is responsible for the interior finished surfaces (floors, ceilings, and walls), doors and entryways within the perimeter walls of the Unit.</p>
<p>Roofs: Structural and exterior maintenance</p> <p><i>CC&Rs Article V, Section 5.1.</i></p>	<p>The Association is responsible for the maintenance and repair of roofs.</p>	<p>The Owner is responsible for immediately notifying the Association of any water intrusion from roof.</p>
<p>Patios and Balconies: Generally, structural components</p> <p><i>CC&Rs Article II, Section 2.8; Article V, Sections 5.1 & 5.2.</i></p>	<p>The Association is responsible for structural parts, walls, railings and fences.</p>	<p>Aside from structural parts, wall, railings and fences, Owner is responsible for pest control, maintenance and repair.</p> <p>Owner is responsible for maintenance and repair of any floor covering installed on a balcony by Owner and for maintaining the interior of the balcony allocated to the Unit</p>
<p>Fixtures: Appliances, electrical, plumbing, HVAC, windows, entryways.</p> <p><i>CC&Rs Article II, Sections 2.5 & 2.8; Article V, Sections 5.1 & 5.2.</i></p>	<p>The Association is responsible for the windows in the perimeter walls of the Units.</p>	<p>Owner is responsible for all doors, entryways, HVAC, electrical, gas and plumbing fixtures and outlets, and appliances exclusively serving the Unit.</p> <p>The Owner is responsible for immediately notifying the Association of broken or leaking water pipes, toilets, clothes washers, hot water heaters or windows.</p>
<p>Exterior Maintenance:</p> <p><i>CC&Rs Article II, Section 2.8; Article V, Sections 5.1 & 5.2.</i></p>	<p>The Association is responsible for all exterior maintenance except those items designated in Article II, Section 2.8 and Article V, Section 5.2.</p>	<p>Owner maintenance includes patio, balcony, awnings, frames, sills, thresholds, hardware, flashing, entryways, doors and other fixtures and components designed to serve a single Unit.</p>
<p>Damage by Owner to Common Elements</p> <p><i>CC&Rs Article V, Section 5.3.</i></p>		<p>Each Owner is liable to the Association for any damages to General Common Elements or Improvements, landscaping or equipment thereon which results from the negligence or willful conduct of the Owner.</p>

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<p align="center">Damage by Owner Due to Alterations</p> <p><i>CC&Rs Article IV, Sections 4.3.1 & 4.3.2.</i></p>		<p>Structural or landscaping alterations, additions or improvements require prior approval from the Architectural Committee. The Owner is responsible for damage to other Units or Common Elements caused by any alterations, additions or improvements to the Unit.</p>
<p align="center">Sewer</p> <p><i>CC&Rs Article V, Section 5.5</i></p>	<p>The Association is responsible for the operation, maintenance, repair and replacement of the sewer facilities.</p>	<p>Each Owner is responsible for maintenance and repair of sewer lines which serve only one Unit and which are located within a Unit, or which are part of the Common Elements but are allocated to the Unit as a Limited Common Element.</p>
<p align="center">Insurance</p> <p><i>CC&Rs Article VIII, Sections 8.1, 8.2, 8.3, & 8.6</i></p>	<p>The Association is responsible for maintaining the insurance coverage detailed in 8.1 & 8.3. This includes but is not limited to:</p> <ul style="list-style-type: none"> (1) property insurance in an amount equal to one hundred percent (100%) of the ten current replacement cost of the insured property; (2) commercial general liability insurance not less than \$1,000,000 per single occurrence and \$2,000,000 in the aggregate; (3) worker's compensation insurance; (4) director's and officer's liability insurance not less than \$1,000,000; (5) fidelity insurance (or bonds); (6) umbrella liability insurance; (7) if applicable pressured, mechanical and electrical equipment coverage; (8) flood insurance if required. <p>These policies must follow the specifications set forth in 8.1.</p> <p>All policies shall conform with 8.2.</p>	<p>Each Owner is responsible for obtaining and maintaining property insurance covering the Owner's Unit and all additions, alterations, improvements, any garage owned by Owner, furniture and other personal property in the Owner's Unit and garage or elsewhere on the parcel.</p> <p>Each Owner is responsible for obtaining and maintaining liability insurance covering, to the extent not covered by the liability insurance of the Association, the Owner's liability for bodily injury, including death, and property damage arising out of the ownership or use of the Owner's garage or Unit. The limit of this coverage shall not be less than \$1,000,000 per occurrence.</p> <p>Each Owner is responsible for providing the Board with a certificate of insurance to prove their coverage at least ten (10) days prior to receiving an interest in a Unit, and thereafter at least thirty (30) days prior to the expiration of any policy.</p> <p>All policies shall conform with 8.2.</p>