

Eucalyptus Grove CC&R's

3.3 Maintenance of Units. Each owner of a Condominium shall be responsible for maintaining his unit, including the equipment and fixtures in the unit and its interior walls, ceilings, windows and doors, in a clean, sanitary, workable and attractive condition. However, each owner shall have complete discretion as to the choice of furniture, furnishings and interior decorating, subject to those restrictions set forth in this Declaration. Each owner also shall be responsible for the repair, replacement and cleaning of the windows and glass in his unit, both exterior and interior. Except to the extent otherwise provided in this Declaration, each owner shall be responsible for maintaining any exclusive easements appurtenant to his unit over the Common Area in a clean, neat and serviceable condition. It shall be the responsibility of each owner promptly to give notice to the Association of any condition or defect affecting his Condominium or any exclusive easement appurtenant thereto requiring repair which is the responsibility of the Association to maintain, and each owner shall be liable for any additional damage and the costs of repair resulting from the failure of the owner promptly to give such notice.

3.19 Indemnification. Each owner shall be liable to the remaining owners for any damage to the Common Area or equipment owned by the Association that may be sustained by reason of the negligence of that owner, members of his family, his contract purchasers, tenants, guests or invitees, including, without limitation, the deductible portion of any insurance coverage insuring against injury or damage to property for which such owner or the Association may otherwise be insured.

8.3 Individual Fire Insurance Limited. Except as provided in this section, no owner may separately insure his unit or any part of it against loss by fire or other casualty covered by any insurance carrier under Section 8.2, above.

California Civil Code Section 1351:

(h) "Declaration" means the document, however denominated, which contains the information required by Section 1353.

(i) "Exclusive use common area" means a portion of the common areas designated by the declaration for the exclusive use of one or more, but fewer than all, of the owners of the separate interests and which is or will be appurtenant to the separate interest or interests.

(1) Unless the declaration otherwise provides, any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, exterior doors, doorframes, and hardware incident thereto, screens and windows or other fixtures designed to serve a single separate interest, but located outside the boundaries of the separate interest, are exclusive use common areas allocated exclusively to that separate interest.

(2) Notwithstanding the provisions of the declaration, internal and external telephone wiring designed to serve a single separate interest, but located outside the boundaries of the separate interest, are exclusive use common areas allocated exclusively to that separate interest.

(j) "Governing documents" means the declaration and any other documents, such as bylaws, operating rules of the association, articles of incorporation, or articles of association, which govern the operation of the common interest development or association.

Unless the declaration or condominium plan, if any exists, otherwise provides, if walls, floors, or ceilings are designated as boundaries of a separate interest, the interior surfaces of the perimeter walls, floors, ceilings, windows, doors, and outlets located within the separate interest are part of the separate interest and any other portions of the walls, floors, or ceilings are part of the common areas.

California Civil Code Section 1364:

1364. (a) Unless otherwise provided in the declaration of a common interest development, the association is responsible for repairing, replacing, or maintaining the common areas, other than exclusive use common areas, and the owner of each separate interest is responsible for maintaining that separate interest and any exclusive use common area appurtenant to the separate interest.

Maintenance Policy of Exclusive Use Common Areas

As per the governing documents of the Association, Unit Owners are responsible for the maintenance of exclusive use Common Areas appurtenant to the unit, such as a patio or balcony, as well as the maintenance and repair of exclusive easements and other exclusive use Common Area items or fixtures, such as windows both interior and exterior, for which the Unit has both exclusive use and access. This includes the repair and maintenance of utility lines for which the Unit has exclusive use, including telephone, cable, electrical, water, gas and sewer, that are not the responsibility of the Utility Company. These utility lines are by definition exclusive easements of the Unit in the Common Area. Exceptions include repairs, replacements and/or reconstruction for which the Association is responsible associated with the partial or total destruction of an improvement, damage or loss for which the Association is insured, damage caused by such Association repair and reconstruction activities, or if the Exclusive Use Common Area item is an integral part of the building structure, such as a slab, foundation, or roof, and repair of or access to the item involves partial destruction of the building structure or exterior surface, such as a slab or foundation, for which the Association has exclusive responsibility for repair, replacement, reconstruction, and maintenance.

In addition, Unit Owners are liable for damage to Common Areas or other Units if the source of the damage originates from their Unit, their Exclusive Use Common Areas, or Exclusive Easements in the Common Area for which they have primary responsibility to maintain. Notwithstanding the Association's insuring responsibilities and existing insurance policies and coverage, even if a loss is covered, Unit Owners will be held responsible for paying all or part of the Association's deductible for an insured loss in and around the Unit, if the loss originated from within the Unit, an Exclusive Use Common Area, or an Exclusive Easement in the Common Area for which the Unit has the primary responsibility to maintain.

Examples:

- 1) If there is a water leak that originates from within the Unit, such as from a sink, shower, toilet, dishwasher, water heater, or refrigerator icemaker, or from a water or drain pipe in the Common Area for which the Unit has exclusive use and primary responsibility to maintain, the Unit Owner is responsible for the repair and any damage to the structure or other Units caused by the leak. An exception would be if the leak is sub-slab, such that the repair could only be made by causing damage to the slab or foundation. The Unit Owner will be held responsible for additional damages and costs of repair if the Association is not informed of the needed repair as soon as possible, e.g.: "It shall be the responsibility of each owner promptly to give notice to the Association of any condition or defect affecting his Condominium or any exclusive easement appurtenant thereto requiring repair which is the responsibility of the Association to maintain, and each owner shall be liable for any additional damage and the costs of repair resulting from the failure of the owner promptly to give such notice."
- 2) If there is a clog or blocked drain, the Unit Owner is responsible for fixing it if the clog is in the drain pipe for which the Unit has exclusive use, even if the location of the clog is outside the Unit. If the clog or blockage is in the common drain pipe that serves more than one unit, then it is the Association's responsibility to fix.
- 3) If the Association has to go into a Unit and damage or remove drywall, flooring, or other improvements original to the Unit, or damage an Exclusive Use Common Area as part of a reconstruction activity, then it is the Association's responsibility to repair or reconstruct the damaged improvement, including interior surfaces original to the Unit. Unit improvements, such as hardwood floors not original to the Unit are always the Unit Owner's responsibility to repair, replace, reconstruct and maintain, and therefore should be separately insured by the Unit.
- 4) If there is a fire that originates from within a Unit, or from the Unit's patio or balcony, that spreads to another or not, the Association and its fire insurance will typically cover the repair and damage to the Unit, however, any Association costs (such as the deductible and uninsured repairs, etc.) would be billed to the Unit Owner.
- 5) If drywall, other interior surfaces, or items in the Common Area need to be replaced because of mold and/or moisture that originated from within the Unit, or from an Exclusive Use Common Area item for which it is the Unit Owner's responsibility to maintain, the Unit Owner is responsible for the repair/replacement of the drywall and damage to the Common Area, because the damage was the result of the Unit's improper maintenance and negligence in letting the mold persist.