

## SECTION 5: MAINTENANCE OBLIGATIONS

5.01. Association Maintenance Obligations. To the extent they are not maintained under the provisions of the "Declaration" referred to in Section 1.05 herein, the Association shall be responsible for maintaining the following in good condition and repair:

a) Common Area Improvements. The Association shall maintain or provide for the maintenance of all Common Area improvements, including but not limited to, any recreational facilities, drainage facilities, private drives, utility buildings and utility laterals located within the Common Area.

b) Landscaping. The Association shall provide gardening services for all the landscaping within the Common Area. Any sprinkling systems installed on the Common Area in connection with the landscaping improvements shall also be operated and maintained by the Association.

c) Exterior Painting. In order to preserve the exterior harmony and appearance of the Project, the Association shall perform all painting and/or staining of the exterior wall surfaces and exterior trim of each Unit and shall repair, repaint or restain the fences and/or walls within the Project.

d) Roofs. The Association shall repair and replace the roof of each unit, as needed.

e) Gutters and Downspouts. All gutters and downspouts shall be maintained and replaced as necessary by the Association.

f) Fences and Walls. All fences and Walls shall be maintained and replaced as necessary by the Association except any fence separating Lots which are not visible from the Common Area.

g) Damage by the Presence of Wood-Destroying Pests. The Association shall bear the costs of repair and maintenance of Common Area and units damaged by the presence of wood-destroying pests or organisms, which may in turn levy a special assessment to recover such costs.

i) The costs of temporary relocation during the repair and maintenance of the areas within the responsibility of the Association shall be borne by the Owner of the separate interest affected.

ii) a) The Association may cause the temporary, summary removal of any occupant for such periods and at such times as may be necessary for prompt, effective treatment of wood-destroying pests or organisms.

b) The Association shall give notice of the need to temporarily vacate a separate interest to the occupants and to the Owners, not less than 15 days nor more than 30 days prior to the date of the temporary relocation. The notice shall state the reason for the temporary relocation, the date and time of the beginning of treatment, the anticipated date and time of termination of treatment, and that the occupants will be responsible for their own accommodations during the temporary relocation.

c) Notice by the Association shall be deemed complete upon either:

(1) Personal delivery of a copy of the notice to the occupants, and sending a copy of the notice to the Owners, if different than the occupants, by first-class mail, postage prepaid at the most current address shown on the books of the Association; or,

(2) By sending a copy of the notice to the occupants at the separate interest address and a copy of the notice to the Owners, if different than the occupants, by first-class mail, postage prepaid, at the most current address shown on the books of the association.

For purposes of this section, "occupant" means an Owner, resident, guest, invitee, tenant, lessee, sublessee, or other person in possession on the separate interest.

If any of the maintenance or repair work referred to above is necessitated by the willful or negligent acts of the Owner, his/her family, guests or invitees, the costs of such special restoration or repairs shall be chargeable to the Owner as provided in Section 8.

h) Fuel Modification Zone. The Association shall maintain an area of three-hundred feet north, east and south of the project buildings as a "Fuel Modification Zone" for the propose of protecting the improvements located within the project. The fuel modification zone will be maintained in compliance with the program standards of the California Department of Forestry and Fire Protection.

5.02. Owners' Maintenance Obligations. Except for the limited exterior maintenance to be performed by the Association as specified above, each Owner shall be responsible for maintaining in good condition and repair his/her Unit and Lot, including specifically:

a) Doors. Each Owner shall maintain and repair or replace the entryway door(s) to his/her Unit, provided that any painting or staining shall be in the same color as originally used unless a different color has been approved by the Board.

b) Glass. All windows and sliding glass doors shall be cleaned (outside as well as inside), repaired and replaced by the individual Owners.

c) Appliances and Equipment. Each Owner shall be responsible for maintaining, repairing and replacing all appliances within his/her Unit, including air conditioning and heating equipment, water heaters, plumbing and lighting fixtures, or other mechanical equipment servicing his/her particular Unit.

d) Utility Connections. Utility lines and connections, including sewer, electrical, plumbing and gas lines, which are located within a Unit and provide service to the Unit, shall be maintained and repaired by the Owner of the Unit in question and/or the utility company involved, rather than by the Association.

e) Private Patios, Decks and Yards. Subject to any restrictions on planting and grading contained elsewhere in this Declaration, each Owner shall plant, landscape and maintain the patio spaces, decks and yards which are enclosed for private use as part of his/her individual residence area.

f) Interior. Each Owner shall maintain the interior of his/her residence and shall be entirely responsible for the painting, decorating, cleaning and maintenance thereof, including all personal property and fixtures therein.

g) Fences. Any fence which separates the rear or side yard of two Lots which is not visible from the Common Area shall be jointly maintained and replaced by the two Lot Owners sharing said fence.