

TU CASA

REFERENCE GUIDE FOR PLUMING LEAKS

1. Rules and Regulations state the following:

Maintenance of an Individual Unit: If a plumbing or other emergency maintenance problem is experienced within your unit, the Association's CC&R's, Section 6.2 page 28 states (in part): "Each owner shall be responsible for the maintenance and repair of his or her Condominium and exclusive areas appurtenant to his or her Condominium, including without limitation, the glass surfaces, glass doors, windows, screens and screen doors, other exterior doors, door frames, and door hardware, window fixtures and window hardware, improvements within enclosed patio areas, the interior of his or her Unit and the plumbing, electrical, heating and air conditioning systems exclusively servicing his or her Residence. Each owner has complete discretion as to the choice of furniture, furnishings, and interior decorating, except that windows can only be covered by drapes, shutters, or shades and cannot be painted or covered by foil, cardboard, or other similar materials." Based on that statement and professional opinion of the Association's attorney and interpretation of our governing documents, owners are responsible to contact their own plumber, electrician, or other maintenance contractor when experiencing a leak or wiring problem specific to that owner's unit. Please keep in mind that if there are units below your unit, especially in a plumbing situation, you must contact a plumber as quickly as possible to avoid causing damage to the units below your unit. Should it be found that a homeowner-responsibility item causes a leak (lines servicing a washing machine, a bathtub/shower, sink, water heater, toilet, etc.), that owner is responsible for any damage to the units below. This interpretation will save the association money by making sure that problems caused by a particular unit do not get paid at the expense of the entire association. Naturally, you may choose to submit this as a claim on your personal homeowners' insurance policy. Should it be found that the issue causing the maintenance problem is Association-responsibility, you may provide your detailed, paid invoices to the Board of Directors for consideration of possible reimbursement. Please ensure your selected contractor carefully details their findings as accurately as possible, so that the Board may determine if it was caused by an Association problem. Finally, all interior repairs are ultimately the responsibility of the owner of the unit. Should you feel that another unit's lack of maintenance caused your unit's damage, you must pursue the owner of that unit for the costs of repair of your unit's damage. The Association will not get involved in a neighbor-to-neighbor issue. In light of this interpretation of the rules, it is advised that you check with your personal insurance agent to make sure that your policy adequately covers possible damage to another unit(s).

***CC&Rs state the following:

	OWNER	HOA
Plumbing Fixtures - Interior (toilets, tubs, sinks, faucets, etc.)	X	
Plumbing Lines - Common Area or those serving more than one Unit wherever located in the Project		X
Plumbing Lines - Solely serving one Unit wherever located within the Project	X	

Section 10.4. Owner Maintenance Responsibilities.

(A) Except as specifically provided in Section 10.3, above, each Owner shall be responsible for the maintenance and repair of the interior surfaces of his or her Unit, including without limitation, the equipment and fixtures in the Unit, ceilings, windows, window frames, doors, door frames, showers, baths, plumbing within the Unit, sinks, toilets, electrical sockets, switches, wiring, air conditioners and all related equipment and wiring, heating units, outlets, fans, windows

(B) Each Owner shall also be responsible for the maintenance, repair and replacement of all pipes, ducts, flues, chutes, conduits, wires, cables and systems that solely supply utility and/or convenience services ("Utilities") wherever located.

(D) Each Owner shall be responsible for interior damage to his or her Unit (including, but not limited to cabinets, fixtures, appliances) and personal property resulting from water which may leak or flow from outside of any Unit, the Association Property, Common Area, any part of the Condominium Building, any pipes, drains, conduits, appliances or equipment, or from any other place or cause, unless caused by the gross negligence of the Association, its Board, officers, or designated agents.

(D) If the damage is such as may be covered by any insurance carried by the Association, the Board may, in its sole discretion, elect to submit the claim for the cost of repairs to its insurance carrier. Provided the submitted claim is covered by the Association's insurance, the responsible Owner shall pay the cost of any deductible applicable to the covered claim. If the submitted claim is not covered by the Association's insurance, or the Board elects not to submit the claim, the responsible Owner shall be responsible for the total cost of repair.

(E) All repairs performed to correct any damage shall be sufficient to return the damaged property only to its condition prior to the damage, with upgrades as may be required to conform with any applicable building codes in effect at the time the damage is repaired.

Section 10.5. Failure of Owner to Carry Out Maintenance Responsibilities. In the event that the Owner of a Condominium fails to perform his or her maintenance responsibilities, the Board shall have the right, but not the obligation, through itself or its agents, to perform appropriate maintenance and/or repairs at the expense of the Owner. In such event, in addition to other penalties and disciplinary measures imposed by the Board, the Board may levy a Reimbursement Assessment against such Owner in the amount equal to all direct and indirect costs and expenses incurred by the Board in its performance of such maintenance and/or repairs. Any claim against the Board shall not constitute a defense or offset in any action of the Board for nonpayment of any amounts which may have been assessed hereunder.

Section 10.6. Liability for Damage.

(A) Should any damage to the Association Property, Common Area or any Unit result from the willful or negligent act or neglect of any Owner, or such Owner's tenants, guests, invitees, pets or other person or entity deriving any interest through such Owner, or from any item the maintenance, repair or replacement of which an Owner is responsible, the cost of all repairs shall be borne solely by the responsible Owner.

(B) The Association shall be responsible for performing the repair of any damage to the Association Property, Common Area or items over which the Association has control at the responsible Owner's expense. The responsible Owner shall perform the repair of any damage to his or her own property. The Owner of any other property which sustained damage shall perform the repair of any such damage, and may charge the cost of repairs and any relocation costs to the responsible Owner.

(C) If the responsible Owner disputes or refuses to pay any repair costs incurred by the Association or the Owner of any other property which sustained damage, the Association, after reasonable notice and an opportunity for a hearing, may charge the cost of those repairs to such Owner as a Reimbursement Assessment, with the full authority to lien on such amount in the event of non-payment.

Section 1.31. "Unit" or "Living Unit" means the elements of a Condominium that are not owned in common with the Owners of Condominiums in the Project, such Units and their respective boundaries being shown and particularly described in the Condominium Plan, deeds conveying Condominiums, and this Declaration. As shown on the Condominium Plan, the components of the Unit include the Unit, Deck, Garage and the boundaries of each of these elements are depicted on the Condominium Plan and generally include the interiors of these elements.

"Unit" does not include other interests in real property that are less than estates in real property, such as exclusive or non-exclusive easements. In interpreting deeds and plans, the existing physical boundaries of the Unit, or of a Unit reconstructed in substantial accordance with the original plan, shall be conclusively presumed to be its boundaries, rather than the description expressed in the deed or Condominium Plan or in the deed and those of the building and regardless of settling or lateral movement of the building. Whenever reference to a Unit is made in this Declaration, in the Condominium Plan, in any deed, or elsewhere, it shall be assumed that such reference is made to the Unit as a whole, including each of its component elements.

The following are not part of any Unit: bearing and plumbing walls, soffits, and central services, ducts, conduits, wires and other utility installations, wherever located within the Unit, except the outlets thereof. The foregoing shall not be construed as determining maintenance responsibilities of the Owners and Association. The specific maintenance responsibilities are set forth in Article I 0 of this Declaration.

