

**WOODBIDGE PARKWAY MAINTENANCE ASSOCIATION
MAINTENANCE RESPONSIBILITY MATRIX**

MAINTENANCE ITEM	ASSOCIATION	OWNER	APPLICABLE AUTHORITY -- SECTIONS AND NOTES
Air Conditioner serving Unit		X	Serves only the Unit; CC&R Art. VII, Sec. 2
Alarm Monitoring System for Unit		X	Serves only the Unit; CC&R Art. VII, Sec. 2
Doorbell		X	Serves only the Unit; CC&R Art. VII, Sec. 2
Driveway – Concrete		X	See Note 1
Driveway – Asphalt and Concrete Apron	X		Common Area; CC&R Art. VII, Sec. 1(a)
Electrical wiring inside Unit		X	CC&R Art. VII, Sec. 2(e); Art. I, Sec. 13(c)
Electrical wiring – external or inside perimeter walls	X		CC&R Art. I, Sec. 9 (Common Area includes all wires and other utility installations wherever located except the outlets when located within the Units)
Fences – Wrought iron fences at Association boundaries	X		Common Area; CC&R Art. VII, Sec. 1(a) (some responsibility is shared with Master Association)
Fencing – around individual Units or separating Units	X		Common Area; CC&R Art. VII, Sec. 1(b)
Fireplace		X	CC&R Art. VII, Sec. 2(e); see also Art. I, Sec. 13(c)
Flooring (carpet, tile, hardwood etc)		X	CC&R Art. VII, Sec. 2(e) – Owner responsible for interior of Unit including flooring
Gates – Wrought Iron Gates at Entry to Units		X	CC&R Art. VII, Sec. 2(b) – Owner responsible to repair and replace Restricted Common Area which includes the entry per Art. I, Sec. 30
Gates – Rear Wood	X		Common Area; CC&R Art. VII, Sec. 1(a)
Front Door to Unit (Structural)		X	CC&R Art. I, Sec. 13; See also Note 2
Front Door to Unit (Exterior Paint)	X		CC&R Art. VII, Sec. 1(a)(i); See also Note 2
Garage Door (Exterior Paint)	X		CC&R Art. VII, Sec. 2(d). Association responsibility with respect to garage doors is limited to exterior paint only. All other garage door responsibilities are with each Owner.
Garage Door (original or replacement)		X	CC&R Art. VII, Sec. 2(d)
Garage Door (mechanical hardware including frames, structural components and openers)		X	CC&R Art. VII, Sec. 2(d)
Heater or Furnace for Unit		X	CC&R Art. VII, Sec. 2(e) (serves only Unit)

MAINTENANCE ITEM	ASSOCIATION	OWNER	APPLICABLE AUTHORITY -- SECTIONS AND NOTES
Landscaping – Exterior or Common Area including front yard areas	X		Common Area; CC&R Art. VII, Sec. 1(a)
Landscaping – Plants in Patio		X	CC&R Art. VII, Sec. 2(a) – Owner responsible for plants in patio
<u>Lighting – immediately outside front door within entry area</u>		<u>X</u>	<u>CC&R Art. VII, Sec. 2(b) – Owner responsible to repair and replace Restricted Common Area which includes the entry per Art. I, Sec. 30</u>
Lighting – external or Common Area including light poles <u>(including external light near garage doors)</u>	X		Common Area; CC&R Art. VII, Sec. 1(a)
Mailbox – individual	X	X	Common Area; CC&R Art. VII, Sec. 1; however, each Owner is responsible for the lock and key for their individual mailbox
Mailbox – cluster	X	X	Common Area; CC&R Art. VII, Sec. 1(a); however, each Owner is responsible for the lock and key for their mailbox
Paint – Exterior stucco and trim of buildings	X		Common Area; CC&R Art. VII, Sec. 1(a)
Patio – Fence surrounding patio	X		Common Area; CC&R Art. VII, Sec. 1(b)
Patio – Sliding Glass Door		X	CC&R Art. VII, Sec. 2(c)-- Owner responsible to clean and repair and replace all window glass
Patio – Hardscape		X	CC&R Art. VII, Sec. 2(a) – Owner responsible for floor surface of patio
Plumbing inside Unit (including stoppage of drains, bathtubs, showers, toilets, sinks, and any outlets and hoses inside the Unit)		X	CC&R Art. VII, Sec. 2(e); Art. I, Sec. 13
Plumbing – external, inside perimeter walls, or beneath the slab (this includes any pipes within a front entry area before they reach the hose bib and faucet outlet)	X		CC&R Art. I, Sec. 9 (Common Area includes all pipes and other utility installations wherever located except the outlets when located within the Units). See Note 5 regarding re-routed plumbing.

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Plumbing – hose bib and faucet in patio or front entry (including any Owner installed emergency shut off valve)		X	Civ. Code Section 4145 (exclusive use area); CC&R Art. VII, Sec. 2(b)
Pest Control – Inside Units and Attics		X	CC&R Art. VII, Sec. 2(e) – Owner responsible for interior of Unit; See Note 3 regarding attics
Pest Control – Common Area including building exterior and perimeter wall space	X		Common Area; CC&R Art. VII, Sec. 1(a); Civ. Code Sec. 4780
Rain Gutters	X		Common Area; CC&R Art. VII, Sec. 1(a)
Rain Gutters (owner installed with architectural approval)		X	CC&R Art. VII, Sec. 2; See Note 4
Roof	X		Common Area; CC&R Art. VII, Sec. 1(a); See also CC&R Art. I, Sec. 9
Skylights (owner installed)		X	CC&R Art. VII, Sec. 2 (Owner installed only with architectural approval and with use of Association approved vendor)
Slab (including slab leaks)	X		Common Area; CC&R Art. VII, Sec. 1(a); See also CC&R Art. I, Sec. 9
Stairs (external)	X		Common Area; CC&R Art. VII, Sec. 1(a)
Stairs (inside Unit)		X	CC&R Art. VII, Sec. 2(e) – Owner responsible for interior of Unit
Telephone wiring (inside Unit)		X	CC&R Art. VII, Sec. 2(e) – Owner responsible for interior of Unit
Telephone wiring (external)		X	Civ. Code Sec. 4145(c) – Owner responsible for telephone wiring exclusively serving their Unit
Utility door (exterior)	X		Common Area (exterior of building); CC&R Art. VII, Sec. 1(a)
Water heater serving Unit		X	CC&R Art. VII, Sec. 2(e) (serves only Unit)
Windows of Unit		X	CC&R Art. VII, Sec. 2(c) – Owner responsible to clean and repair and replace all window glass

Maintenance Provisions:

California Civil Code

Civil Code Section 4775 (Maintenance Responsibilities):

- (1) Except as provided in paragraph (3), unless otherwise provided in the declaration of a common interest development, the association is responsible for repairing, replacing, and maintaining the common area.
- (2) Unless otherwise provided in the declaration of a common interest development, the owner of each separate interest is responsible for repairing, replacing, and maintaining that separate interest.
- (3) Unless otherwise provided in the declaration of a common interest development, the owner of each separate interest is responsible for maintaining the exclusive use common area appurtenant to that separate interest and the association is responsible for repairing and replacing the exclusive use common area.

Civil Code Section 4145 (Exclusive Use Common Area):

- (a) “Exclusive use common area” means a portion of the common area 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.
- (b) 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 area allocated exclusively to that separate interest.
- (c) 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, is exclusive use common area allocated exclusively to that separate interest.

Civil Code Section 4780 (Wood Destroying Pests):

- (a) In a community apartment project, condominium project, or stock cooperative, unless otherwise provided in the declaration, the association is responsible for the repair and maintenance of the common area occasioned by the presence of wood-destroying pests or organisms.

Woodbridge Parkway CC&Rs

Common Area (Article I, Section 9):

“Common Area” shall mean all portions of the Project except the Units, and without limiting the generality of the foregoing; specifically including all structural projections within a Unit which are required for the support of a Condominium Building, gas, water, waste pipes, all sewers, all ducts, chutes, conduits, wires and other utility installations of the structures wherever located (except the outlets thereof when located within the Units), the land upon which the structures are located, the airspace above these structures, all bearing walls, columns, floors, the roof, the slab foundation, common stairways, window glass and the like.¹

Condominium Elements of a Unit (Article I, Section 13):

“Condominium Elements” shall mean the following elements of a Unit:

- (a) “Garage” shall mean that portion of a Unit designed for use as a garage, and shall be identified on the Condominium Plan by a Unit number and the letter “G” and shall consist of the interior undecorated surfaces of the perimeter walls, floors, ceilings, windows (if any) and doors of each Garage element and the space encompassed thereby, including the outlets of all utility installations herein.
- (b) “Patio” shall mean that portion of a Unit designed for use as a patio, and shall be identified on the Condominium Plan by a Unit number and the letter “P”.
- (c) “Residential Element” shall mean that portion of a Unit designed for use as a residence and shall be identified on the Condominium Plan by a Unit number only and shall consist of the interior undecorated surfaces of the perimeter walls, floors, ceilings, windows and doors of each Residential Element and the space encompassed thereby, including the outlets of all utility installations therein and also including the interior surfaces of the firebox of each fireplace extending from the floor to the top of each fireplace, if any, and the space encompassed thereby, which adjoins any Residential Element.

Restricted Common Area (Article I, Section 30):

“Restricted Common Area” shall mean those portions of the Common Area which, subject to the rights of the Association and Declarant, are reserved for the exclusive use of the Owners of particular Units. The Restricted Common Area and the Units, the Owners of which shall be entitled to such exclusive use thereof, are identified on the Condominium Plan as follows:

¹ Per Note 4 of the Association’s recorded Condominium Plan, “Common Area shall specifically exclude all garage door opening systems and all air conditioning units notwithstanding that the foregoing are located in the Common Area.

“Entry” shall be identified by the letter “R”, the Unit number, and the letter “E”.

Repair and Maintenance by Association (Article VII, Section 1):

The Association shall have the duty to accomplish the following upon the Covered Property or other land in such manner and at such times as the Board shall prescribe:

- (a) Maintain, repair, restore, replace and make necessary improvements to the Common Area which is not Restricted Common Area, including, without limitation, the following:
 - (i) The exterior surfaces of all Condominium Buildings, to include the painting thereof, including, without limitation, the interior surface boundaries of Condominium Elements which are exterior walls of Condominium Buildings;
 - (ii) Private walkways, bicycle paths, trails or other pedestrian paths;
 - (iii) Private streets and adjacent streetscapes within the Covered Property in conformance with the standard of maintenance established by the Director of Public Works of the City for public streets and streetscapes within the City;
 - (iv) Drainage facilities and easements in accordance with the requirements of the Orange County Flood Control District;
- (b) Maintain, repair, restore, replace and make necessary improvements to the interior surface boundaries of the Patio elements of Units which are not ground or floor surfaces, including, without limitation, the painting thereof...

Repair and Maintenance by Owner (Article VII, Section 2):

Every Owner shall:

- (a) Maintain, repair, replace and restore all of the Residential element, the Garage elements and the floor surfaces of the Patio elements. Without limiting the generality of the foregoing, Owners shall maintain all plants or other growing things emplaced or located within such nonresidential elements of Units, and such plants or other growing things shall be permitted to encroach into or onto the Common Area, subject to the Article hereof entitled “Architectural Control”;
- (b) Maintain, repair, replace and restore the Restricted Common Area appurtenant to such Owner’s Condominium;

- (c) Repair and replace all window glass for his own Condominium, and Owners shall be responsible for the interior and exterior cleaning of such window glass;
- (d) Repair, maintain or replace Garage doors, including, without limitation, garage door opening systems, hinges, springs and other parts of the door mechanism; except that the Association shall maintain and replace the paint on the exterior surfaces of Garage doors;
- (e) Maintain, repair, replace and restore all portions of the Unit, including without limitation, the interior walls, ceilings, floors and doors in a clean, sanitary and attractive condition...

Notes:

1. The concrete installations are an optional upgrade offered with a contractual understanding that the individual owners are required to maintain them on a go forward basis in exchange for architectural approval allowing this change.
2. Although the exterior front doors are the maintenance, repair and replacement responsibility of the Owner, the Association has a policy of occasionally painting the exteriors of the front doors to keep the project in top shape.
3. Owners have historically been responsible for the maintenance, repair and replacement of their attics.
4. Rain Gutters are installed on Common Area but generally serve only one Unit. The Association's practice has been to maintain rain gutters originally installed by the Developer as Common Area, but rain gutters added by an owner remain the maintenance responsibility of that owner.
5. To the extent that the Association needs to re-route any plumbing line located beneath the slab (i.e., slab leak) into the walls or attic surrounding the respective Unit, the Association shall continue to be responsible for the repair and maintenance of the re-routed line (except for any plumbing outlets and pipes located in the interior of the Unit, for which the respective Owner shall remain responsible).