

VILLA ANTIGUA HOMEOWNER ASSOCIATION
MAINTENANCE RESPONSIBILITIES

Villa Antigua Homeowners' Association (VAHOA) maintains the exterior surface of a unit so that it remains attractive and protects against the elements. The exterior surfaces are one aspect/side of many components (some of which are specifically excluded from our maintenance responsibility). VAHOA owns none of surfaces and none of these components. When VAHOA does more than paint, stucco, or caulk, VAHOA repairs/replaces only to the extent necessary to achieve the twin goals of keeping the component attractive and protecting the structure from the weather.

The following is a listing of some items within VAHOA. Ultimately, maintenance, repair and replacement duties are established by the Declaration of Covenants, Conditions, and Restrictions and succeeding Amendments. This is an unofficial guide only.

The Association maintains all common areas and facilities located thereon. VAHOA provides exterior maintenance of dwelling structures, i.e., paint, maintain, repair and replace, ONLY if required because of normal wear, tear, and deterioration as follows:

COMPONENT(S)	OWNER	VAHOA
Air conditioning system - each Residence	X	
Appliances - built-in and free standing	X	
Balconies - deck membranes/waterproofing		X
Balconies - railings and structure		X
Balcony - painting		X
Bathtub waste and overflow	X	
Cabinets	X	
Cable TV	X	
Caulking - exterior		X
Caulking - interior	X	
Ceilings	X	
Common area improvements		X
Crawl spaces in attic (includes personal contents)	X	
Decks in yard	X	
Doors - front entry *- paint and repair		X
Doors - front entry * - replace	X	
Doors - front entry - frame & jam - paint and repair		X
Doors - front entry - frame & jam* - replace	X	
Doors - front entry - locks & hardware	X	
Doors - front entry - Painting - exterior surface & waterproofing *		X
Doors - front entry - Painting - interior surface & weather-stripping	X	
Doors - sliding glass	X	
Doors - sliding glass - frame & tracks *	X	
Doors - screens	X	
Doors - interior	X	
Doors - storage area - Corsica Model Only	X	
Doors - garage	X	
Doorbell - interior & exterior components/button switch/wiring	X	
Driveway replacement (by ¼'s as needed)		X
Driveway maintenance - cleaning and spotting	X	
Drainage systems, (e.g., ditches, catch basins), common area		X
Drainage systems, (e.g., ditches, catch basins), on each Residential Lot	X	
Drains - bathtubs, showers, sinks, toilets	X	

An asterisk (*) means "unless upgraded by the homeowner or a prior homeowner."

VILLA ANTIGUA HOMEOWNER ASSOCIATION
MAINTENANCE RESPONSIBILITIES

COMPONENT(S)	OWNER	VAHOA
Drains - curb	CITY	
Drains - to curb	X	
Drains - yards/patios/decks	X	
Dryer vents - cleaning & repair	X	
Drywall - damage repairs (e.g., cracks, inside minor localized water damage, dents, holes, etc.)	X	
Drywall, interior - replace (except where necessitated by an Association repair obligation)	X	
Duplex Units - party walls on dividing line - joint expense	X	
Duplex Units - roofs - maintenance and repair -if on one side only -otherwise proportional	X	
Electrical panel/circuit breakers/interior	X	
Electrical switches, sockets, wall plates - interior	X	
Electrical wiring - from outside to breaker box	SDG&E	
Electrical wiring - from breaker to interior (including breakers, switches, outlets) and interior	X	
Exhaust fans	X	
Exterior building surfaces		X
Exterior faucets, handles, washers - common area		X
Exterior faucets, handles, washers - on each Residential Lot	X	
Exterior lighting fixtures - common area		X
Exterior lighting - front porch, patio, garage	X	
Fences - common area		X
Fences - on Residential Lots	X ^{1/}	
Fences - party, i.e., fences located on division line of adjoining Residential Lots owned by different owners	X ^{2/}	
Fences - party, i.e., fences located on division line of a Residential Lots and common area	X ^{3/}	X
Fireplace - chimney - exterior cap paint		X
Fireplace - chimney flue, mantelpiece & cleaning/sweep	X	
Fireplace - fire box /cap replacement	X	
Floor - structural	X	
Floor & slab sealing	X	
Floor coverings - carpet, vinyl & tile	X	
Fumigation - wood destroying pests and organisms (termites)	X ^{4/}	
Furnace - each Residence	X	

^{1/} This includes any back/rear yard fence that abuts the annexed land from Cal Trans pursuant to Article XII of the 1996 Amendment to Declaration of Restrictions of Villa Antigua Homeowners Association.

^{2/} Maintenance responsibility divided equally between adjoining lot owners unless the damage was cause solely by one owner.

^{3/} Maintenance responsibility divided equally between lot owners and the Association unless the damage was caused solely by one of these parties.

^{4/} For adjoining/duplex Residences, each owner is responsible for the repair and maintenance of their respective Residence as may be occasioned by wood-destroying pests. In the event an adjoining/duplex owner obtains a pest control report requiring fumigation of the entire duplex unit, the cost of the fumigation or other eradication method is to be borne equally between the adjoining/duplex owners. If one duplex owner requires an eradication method other than the standard fumigation, then that duplex owner shall pay the increased cost. See Article VII, Section 7.2 of the Amendment To Restatement of Declaration of Villa Antigua Homeowners Association, Recorded February 16, 1984.

An asterisk (*) means “unless upgraded by the homeowner or a prior homeowner.”

VILLA ANTIGUA HOMEOWNER ASSOCIATION
MAINTENANCE RESPONSIBILITIES

COMPONENT(S)	OWNER	VAHOA
Garage door openers	X	
Gates for Garden Walls- original maintain, repair and repaint only		X
Gates - owner added (has a different look)	X	
Garbage disposal	X	
Garden walls		X
Gas lines - from meter to interior and interior	X	
Gas lines - main hook-up (in street) and to the meter	SDG&E	
Glass - Clubhouse		X
Glass - Residence windows/doors	X	
Ground Fault Interrupter (GFI)	X	
Gutters & downspouts	X	
Hose bibs - common area		X
Hose bibs on Residential Lot	X	
Improvement - owner installed	X	
Insulation - in Residence	X	
Landscaping - lawns, trees, plantings & patios located behind garden walls	X	
Landscaping - front lawns, trees in common areas and front yards, slopes in common areas, common area, greenbelt, front beds and other landscaping in an area of a Residential Lot exposed to public view		X
Landscaping -slopes on north Portobelo and some on Menorca	X	
Lighting fixtures - common area		X
Lighting fixtures - inside Residence and attached to Residence	X	
Mailboxes	X	
Mailbox Post		X
Painting - exterior except roof fascia, gutters, and down spouts		X
Painting - interior	X	
Painting and maintenance of Clubhouse		X
Party walls - expense split by adjoining Owners	X ^{5/}	
Pest control - repair	X	
Plumbing fixtures - interior (toilets/tubs/sinks/faucets, etc.)	X	
Plumbing lines serving only one Residence and from Residence to meter	X	
Pool, pool building, spa, & equipment - common area		X
Pool, pool building, spa, & equipment - on Residential Lot	X	
Pressure regulators	X	
Patio - deck membranes/waterproofing	X	
Patio covers and railings - painting and repair	X	
Patio additions built or maintained within Patio by Owners	X	
Railings and planter boxes in common area		X
Roof - flat gravel, decking, shingles (per Association's specifications)/tiles, underlayments, vents, fascia, flashing, jacks, gutters, drains, downspouts and other roofing components	X ^{6/}	

^{5/} Maintenance responsibility divided equally between adjoining/duplex owners unless the damage was cause solely by one owner pursuant to Article VII, Section 7.1 of the Amendment To Restatement of Declaration of Villa Antigua Homeowners Association, Recorded February 16, 1984.

An asterisk (*) means "unless upgraded by the homeowner or a prior homeowner."

VILLA ANTIGUA HOMEOWNER ASSOCIATION
MAINTENANCE RESPONSIBILITIES

COMPONENT(S)	OWNER	VAHOA
Roof - owner installed improvements (e.g., solar panels, skylights, wind turbans, etc.)	X	
Sewer lines - common use		X
Sewer lines - single use	X	
Sewer lines - main	CITY	
Sidewalks - common areas, entry L-driveway to gate		X
Sidewalks - on Residential Lots		X
Slabs - patio - on Residential Lots	X	
Slabs and foundations - Residences	X	
Spraying for household pests (ants, fleas, etc.)	X	
Spraying for landscaping pests - on Residential Lots	X	
Spraying for landscaping pests - common areas only		X
Streets - re-paving	CITY	
Stucco painting/coloring		X
Stucco repair & replacement ---Not Termite Driven		X
Telephone wiring - from telephone company "B" box to individual split and individual service	X	
Termite inspection, treatment and repair - common area		X
Termite inspection, treatment and repair - on Residential Lots	X ⁷	
Toilet - wax ring	X	
Trim - wood - exterior - maintenance, replacement, and painting - not termite driven & not roof fascia		X
Walls - bearing and non-bearing walls, studs, frames, tie-downs, other structural items	X	
Wallpaper/paneling - in Residences	X	
Water heater - in each Residence	X	
Water heater - Clubhouse		X
Water Lines - main	CITY	
Water Lines - single use	X	
Water softeners	X	
Window & door glass	X	
Window & slider screens	X	
Window flashing/waterproofing *	X	
Window frames - replace	X	

^{6/} For adjoining/duplex owners, if one adjoining owner causes damage to the other owner's property, then the owner that causes damage is to be responsible for repairing the damage. If the any portion of the roof above a duplex owner's residence needs maintenance or repair shall be performed at the sole cost of the owner whose unit is affected. In the event, the roof over the duplex Residences needs replacement or extensive repairs such that the repairs extend over both units and both adjoining owners must equitably bear the cost of the maintenance, repair or replacement to the roof in proportion to the repairs done on the respective Residences. Article VII, Section 7.2 of the Amendment To Restatement of Declaration of Villa Antigua Homeowners Association, Recorded February 16, 1984.

^{7/} For adjoining/duplex Residences, each owner is responsible for the repair and maintenance of their respective Residence as may be occasioned by wood-destroying pests. In the event an adjoining/duplex owner obtains a pest control report requiring fumigation of the entire duplex unit, the cost of the fumigation or other eradication method is to be borne equally between the adjoining/duplex owners. If one duplex owner requires an eradication method other than the standard fumigation, than that duplex owner shall pay the increased cost. Article VII, Section 7.2 of the Amendment To Restatement of Declaration of Villa Antigua Homeowners Association, Recorded February 16, 1984.

An asterisk (*) means "unless upgraded by the homeowner or a prior homeowner."

VILLA ANTIGUA HOMEOWNER ASSOCIATION
MAINTENANCE RESPONSIBILITIES

COMPONENT(S)	OWNER	VAHOA
Window hardware	X	
Wiring - electrical - from main hook-up (in street) to the meter	SDG&E	
Wiring - electrical - from meter to Residence and Residence interior	X	

The September 18, 1990 Amendment to Restatement of Declaration of Villa Antigua Homeowners Association, Recorded February 16, 1984 states under Maintenance of Common Areas:

(a) The Association, acting through the Board, shall operate and maintain the Common Areas and the facilities located thereon; such duty shall include providing exterior maintenance of the dwelling structure situated on each Lot specifically and only as follows: paint, maintain, and repair and replace (if required because of normal wear, tear or deterioration) exterior building surfaces and maintain the Common Area Landscaping, including the trees, shrubs, grass, walks, garden walls, and driveways. Such exterior maintenance shall NOT include roofs, whether sloped or built-up, roof fascia, roof jacks, gutters, downspouts, glass surfaces, landscaping within the private entry and rear patio or backyard areas of each lot. (i.e., those areas not exposed to public view); patio covers, or other additions built or maintained within said private patio areas by an Owner; repairs or replacement arising out of or caused by the willful or negligent acts of the Owner, his family, guests, lessees, contract purchasers, agents, or invitees, or caused by flood, earthquake or other acts of God. Such excluded items shall be the responsibility of each Lot Owner. For the purpose solely of performing the exterior maintenance authorized by this provision, the Association's agents or employees shall have the right, after reasonable notice to the Owners, to enter upon any Lot or exterior of any dwelling structure at reasonable hours. In addition, the Association, acting through the Board, shall be responsible for furnishings and equipment for the Common Area as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Area.

All repairs and replacements to roof, roof fascia, roof jacks, and gutters and downspouts must be made in conformance with specifications adopted from time to time by the Board of Directors. These specifications will be available to all Owners upon request and must be followed by all privately hired contractors to perform maintenance and/or repair of the roofs. The Association shall have the right at any reasonable time to inspect, at its own expense, roof replacement and repairs for conformance to required specifications.

An asterisk (*) means "unless upgraded by the homeowner or a prior homeowner."