

**MAINTENANCE, REPAIR AND INSURANCE RESPONSIBILITIES
FOR SONOMA VILLAGE AT UTE CREEK HOMEOWNERS ASSOCIATION**

April 21, 2006
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NOTE: This chart shows whether Owners or the Association are responsible for the maintenance, repair and insurance responsibilities of various items pursuant to the Declaration of Covenants, Conditions and Restrictions of The Sonoma Village at Ute Creek Homeowners Association. Unless otherwise specified, maintenance includes repair and replacement.

A = Sonoma Village at Ute Creek Homeowners Association
O - Owner

	MAINTENANCE	INSURANCE
BUILDING EXTERIOR		
Building-structure, including foundations, columns, girders, beams and support walls ¹	A	A
Exterior finished surface of the building ¹	A	A
Garages interior ²	O	A
Garages exterior, including garage doors ³	A	A
Roofs, gutters and downspouts ¹	A	A
Shutters, awnings, window boxes, doorsteps, stoops ³	A	A
Porches, decks, balconies, patios, storage areas ³	A	A
Porches, decks, balconies, patios, storage areas – general cleaning ⁴	O	N/A
Exterior window surfaces, window screens and doors ³	A	A
Exterior light fixtures ¹	A	A
Fixtures designed to serve a single Unit located outside the boundaries of the Unit ³	A	A

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	MAINTENANCE	INSURANCE
Stoops, steps and walls above door openings at the entrances, which provide access to less than all Units, the use of which is limited to the Units to which they provide access ³	A	A
Utility areas ⁵	A	A
UNIT INTERIORS		
Upper most ceilings – finished surfaces; Lower most floors – finished surfaces (including carpet, tile, vinyl and hardwood); perimeter walls – finished surfaces (including paint, wallpaper) ⁶	O	A
Upper most ceilings – unfinished surfaces; Lower most floors – unfinished and undecorated surfaces; perimeter walls – unfinished surfaces (i.e., drywall) ⁷	A	A
Interior surface of doors and windows ⁶	O	A
Entry foyers ²	O	A
Personal Property, appliances, furnishings ⁸	O	O
Improvements (“structures”) in the Unit ⁹	O	A – Original Improvements O – Owner-installed Improvements
UTILITIES		
Utility meters, water heating facilities, all electrical switches, wiring, pipes, ducts, conduits, smoke detector or security systems and communications, television, telephone and electrical receptacles and boxes installed completely within a Unit and servicing only one Unit ²	O	A

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	MAINTENANCE	INSURANCE
Utility meters, water heating facilities, all electrical switches, wiring, pipes, ducts, conduits, smoke detector or security systems and communications, television, telephone and electrical receptacles and boxes installed completely within a Unit and servicing more than one Unit ¹⁰	A	A
Chutes, flues, pipes, ducts, wires, conduits, bearing walls, bearing column or other fixture lying partially within and partially outside the Unit, but servicing only one Unit ¹¹	O	A
Chutes, pipes, flues, ducts, wires, conduits, any other facilities running through or within any interior wall or partition for the purpose of furnishing utility and other service to other Units and the Common Elements ¹	A	A
Air conditioning compressors, utility meters, meter boxes, utility connection structures, air or gas pump and storage facilities and storage partitions servicing a Unit, which are situated in the buildings or structures that are detached from the Unit, regardless of the fact that they are noncontiguous to the Unit ¹²	O	A
GROUNDS		
Main water and sewer lines which serve more than one Unit ¹	A	A
Monument signs ¹	A	A
Fences ¹	A	A

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	MAINTENANCE	INSURANCE
Landscaping, including grading, grass, trees, shrubbery, flowers, and grading (other than approved landscaping within Limited Common Element areas) ¹	A	A
Approved landscaping within Limited Common Element areas ¹	O	A
Streets, roadways, sidewalks, alleys, parking areas ¹	A	A
Irrigation system ¹	A	A
Exterior utility mains and lines which are not located within public rights-of-ways (public rights of way include Olympia Venue, Sonoma Circle and Calais Drive) ¹	A	A
Storm drainage systems, including but not limited to those obligations of the developer with regard to water quality measures and storm sewers constructed as part of the Community, unless agreement with governmental authority provides otherwise ¹	A	A
Obligations set forth in Storm Channel Maintenance Agreement, as set forth in Exhibit D of Declaration ¹	A	A
Walks, fences, walls and hedges which jointly serve or lie within the boundary plane of more than 1 unit or within the boundary plan of a unit and the common elements ¹³	A	A
Exterior street or common lighting ¹	A	A
OTHER		
Garbage collection	A	N/A
Snow removal	A	N/A

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	MAINTENANCE	INSURANCE
Common Elements depicted on the Map or described in the Declaration and not otherwise listed ¹	A	A

GENERAL NOTES

- A. IF MAINTENANCE, REPAIR OR REPLACEMENT REQUIRED TO THE COMMON ELEMENTS OR ANY PORTION THEREOF RESULTS FROM THE NEGLIGENCE OR WILLFUL ACT OR OMISSION OR MISCONDUCT OF ANY OWNER, THE OWNER'S AGENTS, EMPLOYEES, TENANTS, GUEST, CUSTOMERS, OR INVITEES, INCLUDING PET DAMAGE, DAMAGE FROM WATER OVERFLOWING FROM A TUB, HOT WATER LEAKS, WATER DAMAGE FROM A WASHING MACHINE OR HOSE, SUCH OWNER SHALL BE RESPONSIBLE FOR THE COST OF THE MAINTENANCE, REPAIR OR REPLACEMENT. SEE DECLARATION, ARTICLE 5, SECTION 5.7
- B. IF MAINTENANCE, REPAIR OR REPLACEMENT REQUIRED TO THE UNITS OR ANY PORTION THEREOF IS CAUSED BY THE NEGLIGENT OR WILLFUL ACT OR OMISSION OR MISCONDUCT OF THE ASSOCIATION, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE COST OF MAINTENANCE, REPAIR OR REPLACEMENT.

ENDNOTES

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- ¹ ARTICLE IV, SECTION 4.4(C), 4.5, ARTICLE VIII, SECTION 8.3
² ARTICLE IV, SECTION 4.3, 4.4(B), ARTICLE VI, SECTION 6.3, ARTICLE VIII, SECTION 8.3
³ ARTICLE IV, SECTION 4.4(C), 4.5, 4.7(B), ARTICLE VIII, SECTION 8.3
⁴ ARTICLE VI, SECTION 6.3
⁵ ARTICLE IV, SECTION 4.4(C), 4.5, 4.7(E), ARTICLE VIII, SECTION 8.3
⁶ ARTICLE IV, SECTION 4.3, 4.4(A), ARTICLE VI, SECTION 6.3, ARTICLE VIII, SECTION 8.3
⁷ ARTICLE IV, SECTION 4.4(A), 4.5, ARTICLE VIII, SECTION 8.3
⁸ ARTICLE IV, SECTION 4.3, ARTICLE VIII, SECTION 8.1E)
⁹ ARTICLE IV, SECTION 4.3, 8.1(E), ARTICLE VIII, SECTION 8.2
¹⁰ ARTICLE IV, SECTION 4.4(D), ARTICLE VIII, SECTION 8.3
¹¹ ARTICLE IV, SECTION 4.7(A), ARTICLE VIII, SECTION 8.3
¹² ARTICLE IV, SECTION 4.3, 4.4(D), ARTICLE VI, SECTION 6.3, ARTICLE VIII, SECTION 8.3
¹³ ARTICLE IV, SECTION 4.4(C), 4.5, 4.7(D), ARTICLE VIII, SECTION 8.3