

**NOTICE OF ADOPTED RULE
TO THE RULES AND REGULATIONS OF
LEISURE VILLAGE ASSOCIATION, INC.**

November 12, 2024

In compliance with California *Civil Code* Section 4360, you are hereby notified that the Board of Directors of Leisure Village Association, Inc. (“Association”) and adopted the following operating rule, as outlined herein.

The Board hereby **adopted** this Policy to the Association’s Rules and Regulations with the following language:

CARPORTS

I. Allocation of Repair, Replacement and Maintenance Responsibilities

- A. Owners: Owners are responsible for the following repair and maintenance items for their respective carports:
- Interior maintenance and sweeping, cleaning, removal of debris **(excluding painting)**
 - Repair, cleaning of beams, posts, roofs **(excluding painting)**
 - Repair, cleaning of pavement/concrete flooring
 - Pest treatment, including, without limitation, treatment for termite and rodent infestation, and remediation of fungal growth
 - Built- in storage units/cabinets

IMPORTANT: Any exterior repair or modification to an Owner’s exclusive use common area carport requires first applying for and obtaining architectural approval from the Association. Owners shall not begin work until they receive such written approval.

Except as set forth in Section II(A), below, if an Owner observes signs of termites, it is their responsibility to treat the termites and repair any resultant damage.

- B. Association: Association is responsible for the following replacement items in the carports:
- Beams, posts, roofs, sheathing
 - Pavement/concrete flooring

The Association will also be responsible for painting of carports in connection with the Association’s scheduled paint projects.

C. Definitions: For purposes of this Carport Policy:

- **“Maintain” (or “maintenance”)** means general upkeep: painting, periodic cleaning, trimming, irrigation (of plants), lubrication, replacement of filters or similar components when necessary, and ensuring that the item is generally free from trash, debris, dirt, grit, contamination, mold, mildew, excess water accumulation, insect or other infestations, and any other action that does not amount to “repair” or “replacement” as defined here.
- **“Repair”** means refurbishment of items that have sustained damage or severe deterioration, such as rusted, rotted, or broken components, as well as any services necessary to return an item from a non-operating condition to an operable and safe condition, short of complete “replacement.”
- **“Replacement”** means removal of an existing item which, because of its age, deterioration, or disrepair, cannot be (or for whatever reason simply will not be) repaired to its former condition, and installation of another (generally new) item with the identical or substantially similar purpose in its place.

II. Modification to the Allocation of Repair, Replacement and Maintenance Responsibilities for Carports

The allocation of repair, replacement and maintenance responsibilities as described above may shift or be modified by the following events:

- A. Termites: Some of the carport beams may be subject to termite infestation prior to the change in maintenance responsibilities for carports, which occurred on or about June 30, 2021 with the recording of the CC&Rs (“the Pre-Existing Termites”). The Association will cause an inspection by a licensed and insured pest control company to determine which carports have the presence of termites; the termite report will be made available to any requesting Owner who has a carport space on the list. The Association will perform termite treatment at its sole cost and expense for any carports with Pre-Existing Termites.

For carports that develop termites at a later time (those carports without the Pre-Existing Termites), the cost of termite/pest treatment and/or eradication shall be borne by the Owners of the carport at issue.

B. Cause of Damage:

1. The costs of any repair, replacement and/or maintenance services required to be performed by the Association under this Policy caused by the negligence or willful misconduct of any Owner, or Owner's Lot's Residents, Tenants, Invitees, vendors or contract purchasers, shall be borne entirely by such Owner.
2. The costs of any repair, replacement and/or maintenance services required to be performed by the Owner under this Policy caused by the negligence or willful misconduct of the Association, its agents, employees or vendors, shall be borne entirely by Association.

III. Procedures for Shared Responsibilities Between or Amongst Owners

The following procedures shall apply when there is a shared maintenance or repair responsibility item involving more than one owner of a shared carport ("Shared Carport Items"):

- A. Whenever a Shared Carport Item requires attention, all affected carport Owners shall cooperate with one another in a reasonable and timely manner.
- B. The affected Owners involved in a Shared Carport Item shall solicit bids from licensed and insured contractors to perform any repairs or maintenance needed and mutually select a bid or repair estimate for the work.
- C. The affected Owners shall split the cost of a Shared Carport Item equally, unless they agree otherwise in writing. Alternatively, the affected Owners may cause a contractor or other third party to apportion the damage in the carport as appropriate.
- D. When the Shared Carport Item requires architectural approval, the affected Owners shall jointly submit an architectural application. Owners shall not begin work until they receive written approval from the Association.
- E. If Owners who are performing a Shared Carport Item have a disagreement with respect to vendor selection, cost or scope, etc., the Association has the option, but not the duty, to perform the work and charge back the owners for their respective costs as a Special Individual Assessment in accordance with the CC&Rs.