

The changes below to the rules and regulations were not attached to the rules and regulations letter you received dated March 4<sup>th</sup>, 2016. These are also posted in La Vita's website: [www.lavitahoa.org](http://www.lavitahoa.org).

### Preventive Maintenance Requirements

1. All Owners and Residents are expected to perform regular and periodic inspections and maintenance on all plumbing lines, fixtures and appliances for which the Owner and/or Resident is responsible. Such inspections and maintenance includes, but is not limited to, all of the following:
    - a. Inspection, maintenance and repair of plumbing supply lines to toilets, sinks and other appliances;
    - b. Inspection, maintenance and repair of washing machine hoses;
    - c. Inspection and maintenance of drains and sewer lines, including drain-cleaning products, so as to prevent back-ups;
    - d. Inspection, maintenance and repair of all plumbing fixtures including, but not limited to shut-off valves, shower cartridges, etc., to ensure proper operation;
    - ~~d.e.~~ Faucet Aerators – check for proper flow of water. If the flow is reduced, clean the aerator screens.
    - f. Inspection, maintenance, repair and timely replacement of all appliances using water.
    - g. Inspection for cracks or separations in caulking around the tub, shower, sinks, faucets, countertops, ceramic walls, resilient and ceramic floors, windowsills, toilets and any other areas originally caulked by the Developer. To repair these areas, use an appropriate caulking compound and replace missing or incomplete caulk beads with new caulking.
    - h. Kitchen Exhaust Fan – Remove and clean filter. Clean accumulated grease deposits from the fan housing.
    - i. Dryer – clean the secondary lint trap every week. Once a year, clean your dryer ducts and the termination grill.
    - j. Smoke Alarms and Carbon Monoxide Detectors – Owners are required by law to have operational smoke detectors and carbon monoxide detectors. All original smoke detectors at La Vita expired on December 31, 2014. All the smoke detectors at La Vita are both hard wired and have a battery backup. It is the owners' responsibility to replace their smoke detectors. It is also the owners' responsibility to test their detectors regularly, follow the manufacturer's instructions about replacement and replace them whenever their useful life ends. There are battery-operated detectors that have tamper-resistant features to prevent removal of batteries. Some hard-wired detectors have batteries designed to last for the life of the detectors so you don't have to change out the batteries.
  2. All such inspections, maintenance and repair should be performed as needed but at least annually by someone qualified to recognize the need to perform repair and replacement work prior to failure.
  3. Owners are strongly encouraged to keep documentary evidence of all such inspections, maintenance and repair so as to be able to demonstrate to the Association that Owner has acted reasonably and responsibly in fulfilling the Owner's responsibilities.
- Failure to inspect, maintain and repair the Unit's plumbing lines, fixtures and appliances as stated in this policy shall constitute negligence by the Unit Owner and shall make the Unit Owner liable for all damages to the Common Areas and other Units which may be caused by the owner's failure to perform inspections, maintenance, repair and replacement as required by the governing documents.

## **PLUMBING, LEAKS, FLOODS AND MOLD**

The following policies and procedures will apply to all reported cases of water leaks, waste water backup and/or mold infestation within one or more living Units or Common Areas. Because individual Unit Owners can and will be held financially responsible for some or all of the costs involved in remediating and/or restoring the affected living Unit(s) under appropriate circumstances as described below, all Unit Owners and Tenants must, per the CC&R's of the Association, purchase and maintain adequate levels of liability and property insurance to protect themselves.

Water leaks happen. They are sometimes the result of an Owner's or Resident's failure to properly care for their plumbing fixtures and appliances. Other times they just happen. Regardless of the cause, the leaks must be repaired and the Units dried in a timely manner or mold growth may result.

Mold is natural; it is everywhere in nature and its presence is not unusual. However, excessive amounts of mold can grow in a Unit and behind walls when excessive moisture, from a leak or unventilated bathrooms, is not promptly addressed. It can also occur from poor housekeeping habits, inadequate ventilation in the Unit, and other causes. Because of the potential health issues associated with some types of mold, it is necessary that mold be removed from the Residential Units and the Common Area wall, ceiling and floor cavities whenever its presence becomes known.

In some cases, the Association may perform repairs and remediation that may ultimately be the responsibility of affected Unit Owners. This is solely to ensure that dry-out and remediation occur as quickly as possible to minimize damage to persons and property, and does not imply that the Association accepts ultimate financial responsibility.

Owners are expected to perform regular, periodic inspections and maintenance on plumbing lines, plumbing fixtures and appliances in order to minimize the possibility of a failure that results in a leak or a flood. Owners and Tenants are required to repair all leaks in their Units, and to report all water intrusion and/or mold growth in the Unit immediately upon discovery. Owners are reminded that they are responsible for all sewer back-ups that occur in a pipe that services only the one Unit, no matter where that pipe is located, including within the walls of the Unit. Owners are also responsible for the plumbing lines that are located within the Unit's airspace and those that service only the single Unit, no matter where the pipe is located. Owners are also responsible for the plumbing fixtures in their Units, i.e., angle stops, shower cartridges, etc., and are encouraged by the Association to hire a plumber yearly to check ALL their plumbing fixtures to make sure they are functioning properly. The Association is only responsible to repair the leaks in pipes that service more than a single Unit. Failure to make regular, periodic inspections or to make timely repairs or to report water intrusion or mold growth immediately could result in the Owner being held responsible for some or all of the costs of remediation and restoration of their Unit as well as adjoining units and Common Areas that are affected. The Association considers all such failures to make inspections, perform preventive maintenance or to timely report these problems to be negligence.

Within twenty-four hours or sooner of the discovery of a leak or water intrusion, Owner shall cause all water to be extracted, and the Unit cleaned. If Owner has not had water extraction and cleaning performed within forty-eight hours of discovery of the leak or water intrusion, the Association may cause such work to be done and assess the cost of the work to the Owner. The Association is authorized to enter the Unit to perform water extraction and related repairs on an emergency basis. If repairs are required to a Unit following a leak or water intrusion, Owner shall cause all work to be performed by a licensed contractor experienced in water

extraction and mold remediation. Containment procedures designed to prevent contamination of the affected Units, other Units and the Common Areas shall be utilized.

Owner and his or her tenants, guests, invitees, agents and employees shall hold the Association harmless for any claim for property damage or personal injury alleged to arise from the presence of mold or fungi in his or her Unit unless the damages or injuries were caused by the gross negligence of the Association, its Board, Officers, agents or employees.

Other items to consider:

1. Before bringing items into the house, check for signs of mold on the items. For example, potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods could already contain mold growth.
2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth if used in accordance with the manufacturer's recommendations.
3. Keep the humidity in the home low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
5. Inspect for leaks on a regular basis. Look for discoloration or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
6. Should mold develop, please call a professional company to come out and assess the situation.

**~~When the Association is responsible for the water leak or the source of the moisture intrusion:~~**

- ~~1. The Association will pay the cost to repair the water leak, dry out the affected Common Areas and Residential Units, and to remediate the mold in the Common Area and in the Residential Unit to the extent the mold in the Unit can be attributed to the Common Area source and/or to the extent necessary to obtain clearance when the remediation is completed. The individual Homeowner will still be responsible for the contents of the Unit which includes flooring.~~
- ~~2. The Association will pay to replace drywall that has been removed, including texturing and painting with one coat of a standard color. If the paint is other than a standard construction color, it is the owner's responsibility to provide the Association with the color and manufacturer of the paint to be applied. Should the Owner not do so, the Association will not be responsible for a mismatched color.~~
- ~~3. The Association will clean cabinets that have mold, if possible, and will reinstall cleaned cabinets and counter tops removed in order to gain access to the Common Areas. Cabinets and countertops that cannot be cleaned or salvaged will have to be replaced by the Association, with original construction quality cabinets (i.e., not owner upgraded cabinets). However, the Association cannot guarantee that newly installed cabinets and countertops will match existing cabinets and counter tops that are not removed and the Association will not replace all cabinets and counter tops solely to have them match. Owners can, and should, purchase insurance, and be prepared to submit a claim to the Owner's carrier, if matching cabinets and counter tops are important to the Owner. If the Owner has upgraded the cabinets, the Owner has to add this item to their insurance. The master insurance policy does not pay for upgrades.~~

**~~When an Owner/Resident is responsible for the source of the water leak and/or moisture intrusion in to another Unit:~~**

- ~~1. If the Unit Owner (who is not responsible for the moisture intrusion) or his or her insurance carrier does not immediately accept responsibility, the Association will pay to mitigate the damages, but will invoice the responsible Owner. Owners should purchase individual insurance coverage to protect themselves against damage to these items.~~
- ~~2. The Association will pay to remediate the mold in the Common Area walls and ceilings and within the living Unit as necessary to obtain mold clearance.~~
- ~~3. The Association will pay to replace tape, and mud drywall that was removed.~~
- ~~4. The Unit Owner must pay to texture and paint the walls and ceilings.~~
- ~~5. The Unit Owner must pay to reinstall or replace any cabinets, floor coverings, appliances, fixtures or other items that were removed.~~
- ~~6. If requested, the Association will have its contractor complete, replace and/or reinstall the items the Owner is responsible for, but will only do so if the Owner has prepaid the Association the cost to do so. If no arrangement is made in advance, the Association will leave the Unit after it has reinstalled the removed drywall.~~
- ~~7. The Association will seek to recover its costs from the responsible Unit Owner. Other affected Unit Owners must seek their own recovery from the ultimately responsible party; the Association will not act as the representative for any other Resident on the issue of the recovery of costs.~~

**When the Unit Owner/Resident affected by water intrusion is responsible for the source of the water leak, back-up and/or moisture intrusion:**

- ~~1. If it appears that the water leak and/or mold growth is only in, or has only affected the responsible Unit, and is not in the Common Area walls, ceilings or floors, the Association will do nothing beyond ensuring that water will not spread to the Common Areas or other Units. The sole responsibility for dealing with the problem will be left to the Owner of the affected Unit.~~
- ~~2. If it appears that the water leak, back up waste water, and/or mold growth is in the Common Area walls, ceilings and floors in addition to the affected Unit, and only if the Owner does not immediately accept responsibility, the Association will initially pay to repair the water leak, dry out the Common Areas and affected Unit(s), remove cabinets, floor coverings, baseboards, appliances and other fixtures, and drywall as necessary to access the mold in the Common Areas. The Association does not guarantee or warranty the condition of these items or whether these items can be reinstalled or reused or whether they will have to be replaced. Association is not responsible for any damage to any of these items. The risk of loss or damage to any of these items remains with the Owner. The Owners should purchase individual insurance coverage to protect themselves against damage to these items.~~
- ~~3. The Association will initially pay to repair the water leak, dry out the Common Area and the Unit and/or remediate the mold in the Common Areas and within the living Unit as necessary to obtain mold clearance.~~
- ~~4. The Association will initially pay to replace, tape, and mud drywall that was removed.~~
- ~~5. The Association will require reimbursement of all of its costs from the responsible Unit Owner.~~
- ~~6. The Unit Owner must pay to texture and paint the walls and ceilings.~~
- ~~7. The Unit Owner must pay to reinstall or replace any cabinets, floor coverings, appliances, fixtures or other materials that were removed.~~
- ~~8. If requested, the Association will have its contractor complete, replace and/or reinstall the items the Owner is responsible for, but will only do so if the Owner has prepaid the Association the cost to do so. If no arrangement is made in advance, the Association will leave the Unit after it has reinstalled the removed drywall.~~

### ~~When the responsibility is shared between the Association and one or more Residents:~~

- ~~1. The Association will repair the water leak, dry out the affected Unit(s) and Common Area, and/or perform the mold remediation and Unit restoration as described above, including the replacement of cabinets, floor coverings, appliances and fixtures, and will require the co-responsible party(ies) to contribute their percentage share of the cost based on their percentage share of the responsibility.~~
- ~~2. When it appears that the responsibility is or may be a shared responsibility, the Association will notify the impacted Owner(s) as soon as reasonably possible of the Owner(s)' anticipated or expected financial contribution. Failure of the Association to so notify the Owner(s) will not affect the Owner(s)' responsibility to pay their proportionate share of the total costs incurred. Owner(s) are expected to sign an acknowledgment of the possibility of financial responsibility prior to the beginning of any work in the Unit.~~

### ~~In All Cases:~~

- ~~1. It is not always possible to determine who the ultimately responsible party will be before work begins. As such, when responsibility is uncertain, the Association will begin the work and will advise the Owners at the earliest possible time when the Association believes one or more Owner(s) may have full or partial financial responsibility. Owner(s) are expected to sign an acknowledgment of the possibility of financial responsibility prior to the beginning of any work in the Unit.~~
- ~~2. The Association does not clean or replace any personal property of any Resident. Responsibility for all furniture, clothing or other personal property is solely that of the Owner/Resident. The Owner is also responsible for ALL upgrades.~~
- ~~3. It is the Owner's responsibility to clean all personal property stored outside of the Unit before it is returned to the Unit. Personal property that has not been cleaned may contain mold spores that will reintroduce mold back into the Unit. Any such reintroduction will be solely the Owner's responsibility, and all remediation and restoration costs solely the Owner's responsibility.~~
- ~~4. In those cases where mold is present and mold remediation occurs, Residents are often understandably concerned whether the work was appropriately performed and the mold removed. To help ensure that all work is properly performed and that Owners don't have future problems with disclosure of continuing problems, every Unit where mold is found to be present must be "cleared" at the completion of the remediation process. This clearance will be performed by a qualified industrial hygienist who must certify that any remaining mold levels are within acceptable levels. Restoration of the Unit can only begin once clearance has been obtained.~~
- ~~5. Every Owner/Resident must make his or her individual decision whether to remain in the Unit during the remediation and restoration work. Persons uncertain whether to remain or relocate should consult with their personal physicians. The Association recommends that all Residents relocate during the remediation and reconstruction process. If the Resident decides to remain in the Unit, the Resident does so at his or her own risk. If the Resident decides to vacate the Unit during the remediation and/or restoration work, the costs of the relocation are the sole responsibility of the Resident, not the Association. If the Unit is a rental unit, the landlord and Tenant must resolve any issues associated with relocation between themselves.~~