

UNIVERSITY TERRACE BERKELEY HOMEOWNERS ASSOCIATION
MAINTENANCE, REPAIR, AND REPLACEMENT MATRIX

COMPONENT	MAINTENANCE	REPAIR	REPLACE	REFERENCE IN DECLARATION
UNIT				
Appliances and fixtures including garbage disposals, ranges, refrigerators, dishwashers, washers, dryers, furnaces within a Unit, and interior light fixtures	Owner	Owner	Owner	Section 5.1(a)
Doors accessible from inside the Unit (including repairing and painting the interior of the door, hardware, seals, weather stripping)	Owner	Owner	Owner	Section 5.1(a)
Dryer duct (exposed)	Owner	Owner	Owner	Section 5.1(a)
Electrical outlets inside the Unit	Owner	Owner	Owner	Section 5.1(a)
Fireplace, grates, and firebox	Owner	Owner	Owner	Section 5.1(a)
Interior heating controls	Owner	Owner	Owner	Section 5.1(a)
Interior surfaces including carpeting, hardwood floors, tile, wallpaper, paint, or other covering	Owner	Owner	Owner	Section 5.1(a)
Plumbing fixtures and plumbing infrastructure located within Unit	Owner	Owner	Owner	Section 5.1(a)
Skylight interior surface and skylight glass	Owner	Owner	Owner	Section 5.1(a)
Smoke detectors and carbon monoxide detectors	Owner	Owner	Owner	Section 5.1(a)
Water heaters and water heater closet door within a Unit (Buildings 1-8)	Owner	Owner	Owner	Section 5.1(a)
Windows, interior doors, and other interior glass surfaces accessible from inside the Unit	Owner	Owner	Owner	Section 5.1(a)
EXCLUSIVE USE COMMON AREA				
Balcony framing, joists, and railings (second and third floor Units)	Association	Association	Association	Section 1.1(r), Section 7.9
Balcony walking surfaces and waterproofing membrane (second and third floor Units)	Owner	Association	Association	Section 5.1(b)
Balcony landscaping and improvements (second and third floor Units)	Owner	Owner	Owner	Section 5.1(b)
Chimney and chimney caps (waterproofing)	Association	Association	Association	Section 7.9
Chimney flue (including periodic inspections and chimney sweeping)	Owner	Owner	Owner	Section 5.1(b)
Doorbells and transformers for doorbells	Owner	Owner	Owner	Section 5.1(b)
Doorbell wiring (in wall)	Association	Association	Association	Section 7.9

Dryer duct (in wall)	Association	Association	Association	Section 7.9
Electrical infrastructure and wiring or cabling that pertains only to one Unit, like electrical panel boards, fuse boxes, and the wiring behind an outlet	Owner	Owner	Owner	Section 5.1(b)
Entrance steps to second floor Units (Buildings 1-8)	Owner; (Association by special assessment if owner does not maintain)	Owner; (Association by special assessment if owner does not repair)	Association	Section 5.1(b), Section 7.9; Cal. Civil Code § 4775(a)(3)
Fences and walls enclosing patios and yards	Association (at the Owner's expense pursuant to Section 3.3(b))	Association (at the Owner's expense pursuant to Section 3.3(b))	Association (at the Owner's expense pursuant to Section 3.3(b))	Section 3.3(b), Section 7.9; Cal. Civil Code § 4775(a)(3)
Front doors, door screens, hardware, and weatherstripping (Buildings 1-8)	Owner	Owner	Association	Section 5.1(b)
Front doors to individual Units (Building 9)	Owner	Owner	Association	Section 5.1(b)
Hoses and water lines inside Unit walls and hose bibs within balconies, patios, and yards	Owner	Owner	Association	Section 5.1(b)
HVAC systems like forced air Units, including duct work and condensate lines (even if located outside the boundaries of the Unit) that pertain only to one unit	Owner	Owner	Association	Section 5.1(b)
Interior (in wall) piping, interior (in wall) wiring and drywall (taping and fireproofing)	Association	Association	Association	Section 7.9
Keyed locks	Owner	Owner	Owner	Section 5.1(b)
Landscaping within balconies, patios, and yards	Owner	Owner	Owner	Section 5.1(b)
Mailbox keys and locks	Owner	Owner	Owner	Section 5.1(b)
Parking Spaces including Carports	Owner keeps surface clear of oil, grease and debris	Association	Association	Section 5.1(b)

Patio concrete (for ground floor Units)	Owner; (Association by special assessment if Owner does not maintain)	Association	Association	Section 5.1(b); Section 7.9
Patio deck, doors, and light fixtures (for ground floor Units)	Owner	Owner	Association	Section 5.1(b); Cal. Civil Code § 4775(a)(3)
Plumbing fixtures and plumbing infrastructure exclusively serving one Unit but located behind the walls	Owner	Owner	Association	Section 5.1(b); Cal. Civil Code § 4775(a)(3)
Skylight exterior, frame, waterproofing and sealing	Association	Association	Association	Section 7.9
Storage spaces	Owner	Owner	Association	Section 5.1(b)
Transition between exterior trim and siding or plaster and window	Association	Association	Association	Section 7.9
Yards	Owner	Owner	Association	Section 5.1(b); Cal. Civil Code § 4775(a)(3)
Window systems and systems for sliding glass doors (exterior components: frames, gaskets, flashing, and all waterproofing components)	Owner	Owner	Association	Section 5.1(b); Cal. Civil Code § 4775(a)(3)
Windows and sliding glass doors (exterior glass, casings and screens)	Owner	Owner	Association	Section 5.1(b); Cal. Civil Code § 4775(a)(3)
COMMON AREA				
Boiler and boiler closet door (Building 9)	Association	Association	Association	Section 7.9
Bearing walls	Association	Association	Association	Section 7.9
Carport structures extending over multiple parking spaces	Association	Association	Association	Section 7.9
Elevator (Building 9)	Association	Association	Association	Section 7.9
Exterior building doors and finishes	Association	Association	Association	Section 7.9
Exterior lights not controlled by Owner switch	Association	Association	Association	Section 7.9
Exterior siding, trim and framing	Association	Association	Association	Section 7.9
Fire sprinkler and alarm system	Association	Association	Association	Section 7.9
Foundation and subfloor	Association	Association	Association	Section 7.9

Garage	Association	Association	Association	Section 7.9
Hallways	Association	Association	Association	Section 7.9
Hose bibs not inside balconies, patios, and yards	Association	Association	Association	Section 7.9
Interior piping (in wall)	Association	Association	Association	Section 7.9
Interior wiring (in wall)	Association	Association	Association	Section 7.9
Gang box holding individual mailboxes	Association	Association	Association	Section 7.9
Landscaping and irrigation system	Association	Association	Association	Section 7.9
Metal fire escape railings and ladders	Association	Association	Association	Section 7.9
Parcel boxes and key locks	Association	Association	Association	Section 7.9
Pest control (including termites)	Association	Association	Association	Section 7.9
Roof system, drain, gutters and downspouts	Association	Association	Association	Section 7.9
Stairways and landings serving multiple Units (Building 9)	Association	Association	Association	Section 7.9
Utility facilities and lines	Association	Association	Association	Section 7.9
Window systems (for Common Areas in Building 9)	Association	Association	Association	Section 7.9

As used herein, the term “Declaration” shall mean the Declaration of Covenants, Conditions & Restrictions for University Terrace Berkeley Homes recorded on October 11, 1994, as Document No. 94-329463, in the Official Records of Alameda County, State of California, and any subsequently recorded amendments thereto.

Citations for Maintenance Matrix:

Section 1.1 Exclusive Use Common Areas (page 2 of First Amendment to CC&Rs)

(r) "Exclusive Use Common Areas" means those portions of the Common Areas which are for the exclusive use of the Owners of Units in accordance with the California Civil Code, section 1351 (i), as described in Article 3 of this Declaration. Such Exclusive Use Common Areas include parking stalls, balconies, private yards, storage closets and storage spaces.

Section 3.1 Units. (page 7 of CC&Rs)

(a) The boundaries of each Unit (including any sub-elements thereof as may be designated on the Condominium Plan) shall be the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors, where they exist and otherwise to the inclined, vertical, or horizontal planes, or curved surfaces, as the case may be, at the limits of the dimensions shown on the Condominium Plan. The Unit includes both the portions of the building so described, and not excluded in Section 3.1(c) hereof, and the air space so encompassed. The

Unit includes all fixtures, outlets, appliances, heaters, air conditioners, if any, and similar devices located within and servicing only the Unit, or such device, wherever located, if designated on the Condominium Plan as a part of the Unit.

(b) The boundaries of that portion of a Unit designated on the Condominium Plan as a balcony, deck, private yard, patio or entryway, if any, shall be the adjoining exterior surfaces of the walls, windows, doors, overhangs and ceilings of the structure of the Common Area and where the balcony, deck, patio or entryway is not so adjoined, the boundaries are the inclined, vertical or horizontal planes, or curved surfaces, as the case may be, at the limits of the dimensions for the particular balcony, deck, patio or entryway shown on the Condominium Plan. The balcony, deck, patio, or entryway shall include only the air space and finished floor or ground surface within, but not the other portions of the Project, Common Areas and surfaces thereof described by or contained within the boundaries of the balcony, deck, patio, or entryway.

(c) The following are not part of a Unit: bearing walls, columns, floors, roofs, slabs, foundations, common stairways and hallways, reservoirs, tanks, pumps, air ducts and other central services equipment, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, servicing more than one Unit (except the outlets thereof when located within and servicing only a particular Unit), parking spaces and storage spaces, if any, and the railings and enclosures of balconies, decks, patios or entryways.

Section 3.3 Exclusive Use Common Areas.

(a) Each Owner whose Condominium's Identifying Number appears on a parking space or storage area on the Condominium Plan shall have an exclusive easement for vehicular parking purposes if designated as a parking space and for storage of personal property if designated as a storage area over that portion of the Common Areas designated on such plan. Each Owner having such an exclusive easement shall, at his or her own expense, keep his or her space or spaces in a neat, clean, attractive, and safe condition at all times.

(b) Each Owner shall have an exclusive easement to use and enjoy that portion of the Common Areas, if any, adjacent to his or her Unit designated on the Condominium Plan as a "Private Yard" or "Balcony", and bearing his or her Condominium's Identifying Number. Each such Owner shall, at his or her own expense, keep each such patio or balcony in a neat, clean, attractive, and safe condition at all times. The Association shall maintain, repair and replace any wall or fence which surrounds or adjoins any Private Yard and shall assess each Owner of a Unit which is appurtenant to such Private Yard for the cost of such maintenance, repair or replacement, as an addition to the regular assessment of such Unit. Two or more Owners may share responsibility, in the proportion determined by the Board, for such cost.

Section 5.1 Owner's Responsibilities.

(a) Each Owner of a Condominium shall be responsible for repairing and maintaining his or her Unit, including the equipment and fixtures in the Unit and the interior walls, ceilings, windows, and doors of the Unit, and shall maintain his or her Unit in a clean, sanitary, workable,

and attractive condition. However, each Owner has complete discretion as to the choice of furniture, furnishings, and interior decorating, except that windows can be covered only by drapes, shutters, blinds or shades and cannot be painted or covered by foil, cardboard, or other similar materials. Each Owner also shall be responsible for repair, replacement, and interior cleaning of the windows, skylights, and other interior glass of his or her Unit.

(b) Each Owner shall, at his or her own expense, clean, maintain, and repair any Exclusive Use Common Areas over which the Owner has an easement. In any case in which two or more Owners have easements to use and enjoy the same Exclusive Use Common Areas, such Owners will share equally in expenses incurred for such cleaning, maintenance, and repair. [Note: This provision is silent on replacement so default provision of California Civil Code section 4775(a)(3) applies making the Association responsible for replacement, "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."]

Section 5.2 Association's Responsibilities. Subject to the provisions of the Common Areas Lease, and as set forth more fully in Section 7.9 of this Declaration., the Association shall be responsible for repairing and maintaining the Common Areas in a clean, sanitary, workable, and attractive condition.

Section 7.9 Repair and Maintenance of Common Areas and Exclusive Use Common Areas. Subject to the provisions of the Common Areas Lease, the Association shall manage and maintain in good condition and repair the Common Areas, including the facilities, improvements, landscaping, and other personal and real property acquired by or subject to the control of the Association, and shall clean, maintain and repair all Exclusive Use Common Areas, if not properly cleaned, maintained or repaired by an Owner pursuant to Section 5.1(b) of this Declaration. The Association shall create and maintain a reserve fund out of regular assessments for the replacement of all elements of the Common Areas. Subject to the provisions of Section 9.7(c) of this Declaration, the Association may levy a special assessment against any Owner who has an easement to use any Exclusive Use Common Areas on which the Association performs such cleaning, maintenance or repair to reimburse the Association for any costs incurred therein.