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MREC DAI Santorini LLC 1099 W. South Jordan Parkway South Jordan, Utah 84095 12564093
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MREC DAI SANTORINI LLC
1099 W SOUTH JORDAN PKWY
SOUTH JORDAN UT 84095
BY: NEP, DEPUTY - WI 24 P.

CERTIFICATE OF FIRST AMENDMENT TO SECOND AMENDED & RESTATED DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR SANTORINI VILLAGE

THIS CERTIFICATE OF FIRST AMENDMENT TO SECOND AMENDED & RESTATED DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR SANTORINI VILLAGE ("First Amendment") is made and entered into as of the 21 day of June, 2017, by MREC DAI SANTORINI LLC, a Delaware limited liability company ("Declarant").

Recitals

- A. Santorini Village (the "Project" or "Santorini Village") comprises the real property located in Salt Lake County, Utah, described with particularity in <u>Exhibit A</u> attached hereto and incorporated herein.
- B. The Second Amended & Restated Declaration of Covenants, Easements and Restrictions for Santorini Village was recorded on June 7, 2017, as Entry No. 12294849, in Book 10439, at Page(s) 2785 et seq., in the office of the Salt Lake County Recorder (the "Declaration"). Each capitalized term used in this Second Amendment shall have the same meaning as is ascribed to such capitalized term in the Declaration, unless otherwise provided for herein.
- C. This First Amendment has been adopted by the Declarant (which is an Owner of a Lot within the Project) pursuant to authority reserved by Declarant pursuant to Section 18.3 of the Declaration, for the purpose of, among other things, (i) confirming and clarifying those maintenance obligations which are the responsibility of the Association, and which are the responsibility of individual Owners, and (ii) aligning the Declaration with the manner in which the Townhome Units within the Property have been subdivided pursuant to the Plat(s), specifically, as individual Lots.

Amendment

NOW, THEREFORE, the Declarant hereby declares, certifies, covenants and agrees as follows:

- 1. <u>Submission to Act</u>. It is hereby declared, confirmed and ratified that Santorini Village has been and hereby is, together with all buildings and improvements previously, now, or hereafter constructed on the Property, and all easements and rights appurtenant thereto, to a residential planned unit development consisting of residential Lots and related Common Areas pursuant to the Utah Community Association Act, Utah Code Ann. § 57-8a-101 et seq. that is and shall be known as Santorini Village.
- 2. <u>Maintenance of Common Areas</u>. The following sentence is hereby added at the end of Section 10.01 of the Declaration ("Community Areas, Common Elements and Public Right-of-Way"):

"Furthermore, and notwithstanding anything to the contrary herein, the Association shall be responsible for the maintenance and repair of only those specific items as are identified as items for the Association to maintain and repair, in the Maintenance Responsibility Matrix attached hereto and incorporated herein as Exhibit B (the "Maintenance Responsibility Matrix")."

3. <u>Insurance of Townhome Units</u>. The following sentence is hereby added to the end of Section 13.1.2:

"Earthquake insurance may also be obtained with respect to Townhome Units upon approval of the Board and the approval of sixty seven percent (67%) of all Owners of Townhome Units with Units proposed to be covered by such earthquake insurance."

4. <u>Provisions Relating to Townhome Units</u>. Article XX of the Declaration ("Provisions Relating to Townhome Units") is hereby deleted in its entirety, and the following Article XX is inserted in lieu thereof:

ARTICLE XX

PROVISIONS RELATING TO TOWNHOME UNITS

- 20.1 <u>Common Elements of Townhome Units</u>. The Association shall be responsible for the maintenance and repair of certain limited items within or upon the Townhome Units, which items are set forth in the Maintenance Responsibility Matrix. Those portions of the Townhome Units which are to be maintained by the Association pursuant to the Maintenance Responsibility Matrix, even if owned by a Unit Owner as set forth in Section 20.2 below, are considered "Common Elements" with respect to any Townhome Units which may be located within the Project, for the limited purpose of determining maintenance responsibility, and include (but are not limited to): (i) structural parts of the Townhome Units, including, without limitation, foundations, columns, girders, joists, beams, supports, main walls, supporting walls, and roofs; (ii) any utility pipe or line or system servicing two or more Townhome Units, and all ducts, wires, conduits, and other accessories used therewith servicing two or more Townhome Units;
- Townhome Unit. A Townhome Unit is comprised of each separate physical part 20.2 of the Townhome Unit, as shown on the Plat, which is intended for independent use, and each Townhome Unit consists generally of all structures on or within the boundary of the Unit, including, but not limited to: (1) all interior and exterior walls, wall surfaces, floors, ceilings, roofs, foundations, and fixtures; and (2) in all walls shared with or abutting another Townhome Unit, the Townhome Unit shall extend to the center of the wall, which shall form the boundary of the Townhome Units sharing that wall. Subject to dividing lines between Townhome Units, any above-ground structure that extends beyond the vertical plane of the ground-level boundary of the Townhome Unit is part of the Unit if it: (1) is part of and an integral part of the Townhome Unit's structure (such as bay windows, pop-outs, eves, etc., not to include fences, or other appurtenant structures that merely connect to the Townhome Unit structure); or (2) was constructed as part of the original construction of the Unit. All pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water or sewer lines, or any other similar fixtures lying inside the designated vertical boundaries of a Townhome Unit, shall be part of the Unit. All exterior and interior doors, door jams, windows, window sills, window frames and all components therein, skylights, garages, and garage doors, in or on the boundary of any Townhome Unit are part of the Unit.

20.3 <u>Division between Townhome Units</u>. Each Townhome Unit, as described on a Plat relating to such Townhome Units, shall include that area which lies within the boundaries of the Townhome Unit.

20.4 Restrictions on Use of Townhome Units.

- 20.4.1 No awning, canopy, deck antenna, shutter, storm door, screen door or other item or object shall be hung, be displayed, be visible or otherwise be placed on the exterior walls or roof of any Townhome Unit in the Project or any part thereof, or on the outside of windows, or doors, without the prior written consent of the Association (or in the event a Sub-Association is created with respect to any Townhome Units, then of the applicable Sub-Association). Furthermore, without limiting anything in Section 4.2.27 above, no solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any building or other Common Elements unless (i) all of the Owners of Townhome Units within such building agree to such improvements, and (ii) in connection with such solar improvements, the Owners agree by signing a recorded instrument (in a form acceptable to the Board) that will run with the land, to assume all responsibility for the costs of maintaining such equipment and the roof structure relating to such building.
- 20.4.2 Nothing shall be done in any Townhome Unit or in, on or to the Common Elements which will impair the structural integrity or structurally change the same or any part thereof except as is otherwise provided herein.
- 20.4.3 The Common Elements shall be kept free and clear of all rubbish, debris and other unsightly materials.
- 20.4.4 Each Unit Owner of a Townhome Unit shall be liable to the Association (or in the event a Sub-Association is created with respect to any Townhome Units, then to the applicable Sub-Association) for all damages to the Common Elements caused by such Unit Owner or any occupant of his, her or its Townhome Unit or invitee, except for that portion of said damage, if any, that is covered by insurance maintained in effect by the Association (or Sub-Association, as applicable) (but such Unit Owner is responsible for any deductible amount associated with such Association insurance). The failure of the Association (or Sub-Association, as applicable) to continue any insurance in effect shall not be a defense to any such liability.
- 20.4.5 There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association (or Sub-Association, as applicable), except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from, the Common Elements except upon the prior written consent of the Association (or Sub-Association, as applicable).
- 20.4.6 Only white curtains, drapes, shutters or blinds may be installed as permanent window coverings. No aluminum foil, paint, newspaper, stickers or similar coverings deemed to be inappropriate for a window covering shall be applied to the windows or doors of any Townhome Unit. Unit Owners may use plain clean white sheets to cover windows after the close of escrow pending the installation of curtains, drapes, shutters or other appropriate interior window coverings up to 60 days from the close of

escrow. Window awnings are not permitted. Exterior window treatments are not permitted.

- 20.4.7 Window tinting requests will be considered by the DRC. However, mirror finishes will not be approved. **NOTE:** Most failures of dual-glazed units are due to "moisture" condensation that can be traced to the presence of tinted film on the inside of the glass. The deflection caused by the tinted film creates heat build-up and consequent expansion within the airspace of the dual unit, and destroys the butyl seal. Water vapor is thus admitted and condenses between the panes. In addition, cracking of the windowpanes may occur. Neither the window manufacturer nor the Declarant will be responsible for replacement of dual glazed windows should window tinting be applied.
- 20.4.8 Only patio furniture in good condition is permitted on a front porch. Items including, but not limited to, toys, bikes, indoor furniture are not permitted on a front porch.
- Maintenance Responsibility of Unit Owner. For purposes of maintenance, repair, 20.5 alteration and remodeling of the Townhome Units, an Owner shall be responsible to maintain, repair and replace those items which are not the responsibility of the Association pursuant to the Maintenance Responsibility Matrix, and specifically include those items which are the responsibility of the Owners as set forth on the Maintenance Responsibility Matrix. Without limiting the foregoing, an Owner shall be responsible to maintain all interior non-supporting walls, the materials (such as, but not limited to, plaster, gypsum drywall, paneling, wallpaper, paint, wall and floor tile and flooring) making up the finished surfaces of all walls, ceilings, and floors within the Townhome Unit, including any Townhome Unit doors and windows. With respect to any lines, pipes, wires, conduits, or systems (which for brevity are herein and hereafter referred to as utilities) which serve two or more Townhome Units, such utilities shall not be disturbed or relocated by a Unit Owner without the written consent and approval of the Board. Such right to repair, alter, and remodel is coupled with the obligation to replace any finished or other materials removed with similar or other types or kinds of materials. A Unit Owner shall maintain and keep in repair the interior of his, her or its Townhome Unit, including the fixtures thereof. All fixtures and equipment installed within the Townhome Unit or that solely service such individual Townhome Unit shall be maintained and kept in repair the structural soundness or integrity of the building, impair any easement or hereditament, nor violate any laws, ordinances, regulations and codes of the United States of America, the State of Utah, the County of Salt Lake, South Jordan City, or any other agency or entity which may then have jurisdiction over said Townhome Unit; without the written consent of the Board after first proving to the satisfaction of the Board that compliance with this Section's requirements will be maintained during and after any such act or work shall be done or performed. Any expense to the Board for investigation under this Article shall be borne by the relevant Unit Owner. However, nothing herein contained shall be construed to permit structural modification and any decision relating thereto shall be in the absolute discretion of the Board, including, but not limited to the engaging of a structural engineer at the Unit Owner's expense for the purpose of obtaining an opinion. A Unit Owner shall also keep the Limited Common Elements appurtenant to his, her or its Townhome Unit in a well-repaired, maintained, clean and sanitary condition, at his or her own expense. A Unit Owner shall be obligated to reimburse the Association (or Sub-Association, as applicable) promptly upon receipt of its statement of any expenditures incurred by it in repairing or replacing any Unit elements or Limited Common Element in a Townhome Unit for which the Unit Owner is responsible, or for the repairs of another's Townhome Unit or any Common Element of a Townhome Unit damaged by any act or failure to act of the Unit Owner, his, her or its tenants, guests, invitees or agents.

- Failure to Maintain Party Wall. If any Unit Owner shall fail to comply with the provisions of this Declaration as to maintenance, repair, or use of any common or interior bearing walls, or the obtaining of insurance as set forth in Section 20.7 below, or other obligations contained herein ("Defaulting Unit Owner"), then in any such event the adjoining Unit Owner shall have the right, upon thirty (30) days written notice to the Defaulting Unit Owner (unless within such 30-day period the Defaulting Unit Owner shall cure such default, or in the case of a nonmonetary default which by its nature cannot be cured within such 30-day period, the Defaulting Unit Owner shall take such action as is reasonably calculated to commence the curing thereof, and thereafter shall diligently prosecute the curing thereof to completion) to proceed to take such action as shall be necessary to cure such default, all in the name of and for the account of the Defaulting Unit Owner. The Defaulting Unit Owner shall on demand reimburse the other adjoining Unit Owner taking such action for the monies actually expended by such adjoining Unit Owner and the adjoining Unit Owner's reasonable out-of-pocket expenses in so doing, together with interest thereon as set forth below from the date of demand to the date of payment. Notwithstanding the foregoing, if the nondefaulting adjoining Unit Owner shall in good faith deem that an emergency is occurring or has occurred, so that the default requires immediate curing, then no notice shall be required and the nondefaulting adjoining Unit Owner may act promptly without giving notice and take such action as is necessary to cure the alleged failure. Any adjoining Unit Owner performing any action pursuant to the preceding sentence shall interfere to the minimum extent possible with the Defaulting Unit Owner's use and occupancy of such Defaulting Unit Owner's Townhome Unit, and, with reasonable promptness, shall give verbal or written notice to the Defaulting Unit Owner of such action and the claimed failure.
 - 20.6.1 Any unresolved dispute, disagreement or controversy between a Defaulting Unit Owner and an adjoining Unit Owner shall at the request of either party be submitted to an arbitration board of at least three (3) members with one chosen by the adjoining Unit Owner, the other by the Defaulting Unit Owner and a third by the other two arbitrators so chosen. The arbitrators shall act in accordance with the commercial Arbitration Rules then in effect of the American Arbitration Board. At any time during the arbitration of a claim relating to the interpretation, application or enforcement of any covenants, conditions or restrictions applicable to the maintenance of Party Walls or rules or regulations adopted by the Association (or Sub-Association, as applicable), the arbitrators may issue an order prohibiting the action upon which the claim is based. An award must be made within thirty (30) days after the conclusion of arbitration, unless a shorter period is agreed upon by the adjoining Unit Owner and the Defaulting Unit Owner. The decision of the majority of such arbitrators shall be binding on the adjoining Unit Owner and the Defaulting Unit Owner. Such decisions shall include the awarding of costs, including reasonable attorneys' fees, as the arbitrators shall determine. The decision of the arbitrators shall be judicially enforceable as a judgment.
 - 20.6.2 All sums required to be reimbursed or otherwise paid hereunder by one Defaulting Unit Owner to the other adjoining Unit Owner shall bear interest at the rate established by the Board, not to exceed eighteen percent (18%) per annum. Such interest rate shall be determined monthly on the first day of each calendar month. In addition, any Defaulting Unit Owner who fails to pay its obligations under this Declaration agrees to pay the other adjoining Unit Owner's reasonable collection costs, including reasonable attorneys' fees.
 - 20.6.3 All remedies hereby specifically set forth in this Section 20.6 are cumulative and shall be deemed to be in addition to any remedies available at law or in equity which shall include the right to restrain by injunction any violation or threat of

violation by any Unit Owner of any of the terms, covenants, or conditions of this Declaration governing Party Walls and by decree to compel specific performance of any such terms, covenants, or conditions governing Party Walls, it being agreed that the remedy at law for any breach of any such term, covenant, or condition governing Party Walls is not adequate. Notwithstanding the foregoing, no default by any Unit Owner under this Declaration shall entitle any other adjoining Unit Owner to terminate, cancel, or otherwise rescind this Declaration or any terms, covenants or conditions governing Party Walls.

20.6.4 The Board, without obligation and in its sole and exclusive discretion, may also notify the Defaulting Unit Owner of the work required to the Party Wall and demand that it be done within a reasonable and specified period and individually charge the enforcement costs thereof to such Defaulting Unit Owner, which enforcement costs shall be secured by the Assessment Lien. Moreover, in the event a medical emergency, a property damage emergency or similar type of emergency which requires immediate curing shall arise in connection with a Unit Owner's Townhome Unit, the Board shall have the right, but not the obligation, to immediately enter into the Townhome Unit to abate the emergency upon reasonable advance notice to such Unit Owner considering the nature, scope and extent of the emergency (e.g. advance telephone calls or doorbell ringing or knocking). The Board shall have the right to individually charge the cost to cure the emergency condition to such Unit Owner if such emergency was the personal responsibility of the Unit Owner or if it was caused by the Unit Owner's negligent or willful acts.

Insurance of Party Walls; Waiver. By acceptance of a deed to a Townhome Unit, each Unit Owner hereby acknowledges his, her or its independent insurance obligations for the respective Party Wall which constitutes a portion of the Unit Owner's Townhome Unit, and agrees to maintain in full force and effect "all-risk" property insurance with respect to the Townhome Unit owned by such Unit Owner. Such insurance shall be in an amount equal to at least 100% of the replacement cost of such Townhome Owner's Unit, exclusive of the cost of excavation, foundations and footings, and shall protect against loss or damage by fire, water, utility service line ruptures and all other hazards that are normally covered by the standard extended coverage endorsement. Each policy shall be carried with a company rated X or better in "Best's Insurance Guide", and each Unit Owner shall provide a copy of the policy obtained by such Unit Owner to the Board and the other adjoining Unit Owner and such policy shall require thirty (30) days' notice to the Board and the other adjoining Unit Owner before the policy can be cancelled. All policy proceeds payable with respect to damage or destruction of the Party Wall shall be used by the Unit Owners, to the extent necessary, to repair and restore the damage or destruction for which the proceeds are payable. Each Unit Owner agrees to make such repair and restoration whether or not the policy proceeds are adequate for such purposes or whether or not the occurrence resulting in such damage or destruction is covered by insurance. Each Unit Owner hereby waives any rights it may have against the other adjoining Unit Owner on account of any loss or damage to its Townhome Unit which arises from any risk covered by fire and extended coverage insurance carried hereunder, whether or not such other adjoining Unit Owner may have been negligent or at fault in causing such loss or damage. Each Unit Owner shall obtain a clause or endorsement in the policies of such insurance which each Unit Owner obtains to the effect that the insurer waives, or shall otherwise be denied, the right of subrogation against the other adjoining Unit Owner for loss covered by such insurance. It is understood that such subrogation waivers may be operative only as long as such waivers are available in the State of Utah and do not invalidate any such policies. If such subrogation waivers are allegedly not operative in the State of Utah, notice of such fact shall be promptly given by the Unit Owner obtaining insurance to the Board and the other adjoining Owner.

- Easements Relating to Party Walls. Each Unit Owner, for each Townhome Unit that he, she or it owns, hereby acknowledges and agrees that a Party Wall may presently encroach upon or overlap the Unit Owner's Townhome Unit. To the extent the Party Wall does encroach upon or overlap a Unit, the Townhome Owner of such Unit hereby grants to the adjoining Unit Owner of the other Townhome Unit that shares a Party Wall an easement over and upon its Unit for the purpose of maintaining the Party Wall and carrying out the other obligations set forth in this Declaration. By accepting a deed to a Townhome Unit, each Unit Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay or limit the maintenance of the Party Wall and the performance of the Association's (or Sub-Association's, as applicable) obligations and each Owner's respective obligations under this Declaration.
- 3. <u>Miscellaneous</u>. To the extent the terms of this First Amendment modify or conflict with any provisions of the Declaration, the terms of this Second Amendment shall control. All other terms of the Declaration not modified by this Second Amendment shall remain the same.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment as of the day and year first above written.

DECLARANT:

MREC DAI SANTORINI, LLC, a Delaware limited liability company

By: Santorini Village, LLC, a Utah limited liability company, its Manager

By: DAI Managers, LLC, a Utah limited liability company, its Manager

By: Milton P. Shipp, Manager

STATE OF UTAH) : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 27 day of ______, 2017, by Milton P. Shipp, as Manager of DAI Managers, LLC, which is the Manager of Santorini Village, LLC, which is the Manager of MREC DAI Santorini, LLC.

My Commission Expires:

11-16-2019

DIANE G KUNZ

NOTARY PUBLIC-STATE OF UTAH

COMMISSION# 686195

COMM. EXP. 11-16-2019

EXHIBIT A

Legal Description

The Property is located in South Jordan, Salt Lake County, State of Utah, and is more particularly described as follows:

SANTORINI VILLAGE TOWNHOMES PH 1A

SANTORINI VILLAGE TOWNHOMES PH 1B AMD & DH IA AMDA PH 18 Parcels: Parcels:

SANTORINI VILLAGE TOWNHOMES PH 1C

AMD4) PH (C) Parcels:

SANTORINI VILLAGE TOWNHOMES PH 1D

AMD d PH D Parcels:

SANTORINI VILLAGE TOWNHOMES PH 1E

Parcels:

EXHIBIT B

Maintenance Responsibility Matrix

See attached.

SANTORINI VILLAGE MAINTENANCE RESPONSIBILITIES - SINGLE FAMILY LOTS

ITEM	НОА	SF LOT OWNER	NOTES
A/C Pad		Х	
A/C Unit		X	
Address Numbers		X	
Ants		Х	
Attic Trusses		Х	
Cable TV		Х	
Ceiling		Х	
Chimney Cleaning		X	
Circuit Breakers for Unit		X	
Door - Back Door		X	
Door - Front Door		X	
Door Frames		X	
Door Hardware		X	
Door steps/stoops/porch		Х	
Doorbell		X	
Doors - Front/Back Frames		X	
Doors - Interior		X	
Doors - Thresholds		X	
Drains		X	
Drains - Patio/Courtyard/Balcony		X	
Driveway		X	
Dryer Vent Cleaning		X	
Electric		X	
Electrical Wiring/Panel		X	
Fence surrounding Lot - maintenance, repair,		X	1
replacement			Unless it is a perimeter fence
Fence - Perimeter of Project - maintenance,	l x	x	Owner responsible for interior
repair, replacement			finish of perimeter fence
Fence - Perimeter of Project - repairs from		x	
damage caused by Resident/guests			
Fireplace Component, including spark		X	
arrestor	_		
Floor Coverings		X	
Foundation		X	
Front Landing/Porch		X	
Furnace		X	
Garage Door Openers, Springs, Hinges, Any		X	
Mechanical Part			
Garage Doors Paint		X	
Garage Doors Replace		X	
Gas		X	
Gas Pipes		Х	.,
Gate Hardware & Locks		X	
Gate to Exclusive Use Area	<u> </u>	X	

SANTORINI VILLAGE MAINTENANCE RESPONSIBILITIES - SINGLE FAMILY LOTS

ITEM	НОА	SF LOT OWNER	NOTES
Hose Bib/Faucet/Spigot		X	
Hot Water Heater	·	Х	
Insurance Coverage - Property		X	
Insurance Coverage - Loss Assessment		X	
Insurance Deductible		X	
Irrigation Lines / Heads/Drains - Lots		Х	
Irrigation Lines / Heads/Drains - Common			
Areas	X		
Landscape - Common Areas	Х		
Landscape - Lot including park strip		X	Required to have 2 flower beds
Lights (Building)		X	
Lights (Porch Bulb)		X	
Lights (Porch Fixture)		X	
Mailbox & Stand/Structure		Х	
Mailbox Lock & Key		X	
Paint - Wood around doors/other areas		X	
Patio Slab		X	
Pest Control Interior		X	
Phone Lines		$\frac{\hat{x}}{x}$	
Plumbing Gate Valves		X	
Plumbing Main Line		X	
Plumbing Pressure Regulator		X	· - · · ·
Plumbing Leak	<u> </u>	X	
Plumbing Stoppage		$\frac{\lambda}{x}$	
Plumbing Wall Pipes	-	X	
Rain Gutters - future replacement		X	
Rain Gutters - clean-out		X	
		 ^	
Rain Gutters - repair		 ^	
Rain Gutters - hooked to drain/draining away		X	
from building		 	
Rats/Rodents		X	
Roof - future replacement		X	
Roof Leak		X	
Roof Leak - damages to interior		Х	1.00
Screen Doors		X	
Sewer pipes		X	
Sewer pipes - portion to more than one unit		×	
Shutters		Х	
Skylights		Х	
Sliding Glass Doors		X	
Stairway		X	
Storm Drains		X	
Street Lights		<u> </u>	CITY

SANTORINI VILLAGE MAINTENANCE RESPONSIBILITIES - SINGLE FAMILY LOTS

ITEM	НОА	SF LOT OWNER	NOTES
Streets		X	
Stucco Repair		X	
Stucco - individual unit aesthetic issues		X	
Stucco - future restucco		X	
Termite Inspection		X	·
Termites - Attic		X	
Termites - Exterior		X	
Termites - Garage		X	
Termites - Interior		X	
Trash		X	
TV Reception		X	
Utility Doors		Х	
Vent covers		X	
Walkways to Dwelling Unit		X	
Walkways on Common Areas	X		
Wall - Bearing Interior Wall		Χ	
Wall - Partition Interior Wall		X	
Wasps / Termites		X	
Water - Culinary		X	
Water - Landscape		X	
Water Pipes		X	
Water Pressure Regulators		X	
Weatherstripping		X	
Window Boxes		X	
Window Frames		X	
Window Glass		X	
Window Screens		X	

SANTORINI VILLAGE MAINTENANCE RESPONSIBILITIES - COTTAGE LOTS PRIVATE DRIVES

ITEM	НОА	CU LOT	NOTES
A/C Pad		X	
A/C Unit		X	
Address Numbers		X	
Ants		X	
Attic Trusses		X	· · · · · · · · · · · · · · · · · · ·
Cable TV		X	
Ceiling		X	
Chimney Cleaning		X	
Circuit Breakers for Unit		X	
Door - Back Door		X	
Door - Front Door		X	
Door Frames		X	
Door Hardware		X	
Door steps/stoops/porch		X	
Doorbell		X	
Doors - Front/Back Frames		X	
Doors - Interior		X	
Doors - Thresholds		X	
Drains		X	
Drains - Patio/Courtyard/Balcony		X	
Driveway		X	
Dryer Vent Cleaning		X	
Electric		X	
Electrical Wiring/Panel		X	
Fence surrounding Lot - maintenance, repair,		,,	·
replacement		X	
Fence - Perimeter of Project - maintenance,		.,	
repair, replacement		X	
Fence - Perimeter of Project - repairs from			
damage caused by Resident/guests		X	
Fireplace Component, including spark			
arrestor		X	
Floor Coverings		X	
Foundation		$\frac{\hat{x}}{x}$	T-110013-1-1
Front Landing/Porch		X	
Furnace		$\frac{\hat{x}}{x}$	
Garage Door Openers, Springs, Hinges, Any			
Mechanical Part		X	
Garage Doors Paint		X	
Garage Doors Replace		$\frac{1}{x}$	
Gas		X	· · · · · · · · · · · · · · · · · · ·
Gas Pipes		X	
Gate Hardware & Locks		X	
		X	
Gate to Exclusive Use Area			

SANTORINI VILLAGE MAINTENANCE RESPONSIBILITIES - COTTAGE LOTS PRIVATE DRIVES

ITEM	шол	CULOT	NOTES
	НОА	COLO	
Hose Bib/Faucet/Spigot		X	
Hot Water Heater		Х	
Insurance Coverage - Property		X	
Insurance Coverage - Loss Assessment		X	
Insurance Deductible		Х	
Irrigation Lines / Heads/Drains - Lots		X	
Irrigation Lines / Heads/Drains - Common	Х		
Areas	^		
Landscape - Common Areas	Х		
			HOA will mow and fertilize lawns
	×	×	only. Owner responsible for all
		ļ	weeding/replacement of dead
Landscape - Lot including park strip			plants/trees - see policy.
Lights (Building)		X	
Lights (Porch Bulb)		X	
Lights (Porch Fixture)		Х	
Mailbox & Stand/Structure		Х	
Mailbox Lock & Key		Х	
Paint - Wood around doors/other areas		Х	
Patio Slab		X	
Pest Control Interior		Х	
Phone Lines		X	
Plumbing Gate Valves		X	
Plumbing Main Line		X	
Plumbing Pressure Regulator		X	
Plumbing Leak		X	
Plumbing Stoppage		X	
Plumbing Wall Pipes		X	
Rain Gutters - future replacement		X	
Rain Gutters - clean-out		X	
Rain Gutters - repair		X	
Rain Gutters - hooked to drain/draining away		х	
from building		^	
Rats/Rodents		X	
Roof - future replacement		X	
Roof Leak		X	
Roof Leak - damages to interior		Х	
Screen Doors		X	
Sewer pipes		X	
Sewer pipes - portion to more than one unit		Х	
Shutters		Х	
Skylights		Х	

SANTORINI VILLAGE MAINTENANCE RESPONSIBILITIES - COTTAGE LOTS PRIVATE DRIVES

ITEM	НОА	CU LOT	NOTES
Sliding Glass Doors		Х	
Stairway		Х	
Storm Drains		X	
Street Lights			CITY
Streets		X	
Stucco Repair		Х	
Stucco - individual unit aesthetic issues		X	
Stucco - future restucco		X	
Termite Inspection		X	
Termites - Attic		Х	
Termites - Exterior		Х	
Termites - Garage		X	
Termites - Interior		Х	
Trash		X	
TV Reception		X	
Utility Doors		Х	
Vent covers		X	
Walkways to Dwelling Unit		Х	
Walkways on Common Areas	X		
Wall - Bearing Interior Wall		X	
Wall - Partition Interior Wall		Х	
Wasps / Termites		X	
Water - Culinary		X	
Water - Landscape		X	
Water Pipes		Х	
Water Pressure Regulators		X	
Weatherstripping		Χ	
Window Boxes		Х	
Window Frames		X	
Window Glass		Х	
Window Screens		Х	

ITEM	НОА	TH UNIT	NOTES
A/C Pad		X	
A/C Unit		X	
Address Numbers		X	
Ants - Interior		X	
Attic Trusses		X	
Cable TV		X	
Ceiling		X	
Chimney Cleaning		X	
Circuit Breakers for Unit		X	
Door and Door Frames - Exterior Back and			
Front Doors		X	Including paint
Door and Door frames - Interior Doors		X	
Door Hardware - exterior doors		X	
Door steps/stoops/porch		X	
Doorbell		X	
Doors - Thresholds		X	
Drains		X	
Drains - Limited Common Area		Х	
Patio/Porches		_ ^	
Dryer Vent Cleaning		Х	
Electric		X	
Electrical Wiring/Panel		X	
Fence - Vinyl - future replacement		N/A	
Fence - Vinyl - repairs from wind/shifting		N/A	
Fence - Vinyl - repairs from damage caused		N/A	
by resident/guests			
Fireplace Component, including spark arrestor		X	
Floor Coverings		X	
Foundation	Х		
Front Landing/Porch		X	
Furnace		X	
Garage Door Openers, Springs, Hinges, Any			
Mechanical Part		X]
Garage Doors Paint		X	
Garage Doors Replace		X	
Gas		X	****
		X	Unless pipes serve more
Gas Pipes			than 1 Unit
Gate Hardware & Locks		N/A	<u> </u>
Gate to Exclusive Use Area		N/A	l l

ITEM	НОА	TH UNIT	NOTES
Hardiboard - Future Replacement	Х		
Hardiboard - Paint / Repairs	Χ		
Hose Bib/Faucet/Spigot		X	333333
Hot Water Heater		X	
Insurance Coverage - Fire	X	x	Deductible is assessed to specific building Owners equally in which a loss takes place.
Insurance Coverage - HO6 Policy		X	
Insurance Coverage - Loss Assessment	_	X	
Insurance Deductible		X	Deductible is assessed to specific building Owners equally in which a loss takes place. Deductible on Owners HO6 Policy is their responsibility.
Irrigation Lines / Heads - back yards		N/A	There are no private yard areas.
Irrigation Lines / Heads - outside yard areas		N/A	There are no private yard areas.
Landscape - outside fenced yard areas		N/A	There are no private yard areas.
Landscape - fenced yard area		N/A	There are no private yard areas.
Landscape Drains Around Building	X		
Landscape Around Building	X		
Lights - Garage Fixtures	X	<u></u>	
Lights - Garage Bulb	Х	<u></u>	,
Lights - Eaves (Electrical Issue/Replacement)		х	Tied to individual units power and affects interior breakers.
Lights - Eaves Bulb	Х	<u></u>	
Lights - Porch Bulb		X	
Lights - Porch Fixture		X	
Limited Common Area Driveways - Concrete Approach		×	
Limited Common Area Patios		X	
Limited Common Area Porches		X	

ITEM	НОА	TH UNIT OWNER	NOTES
Limited Common Area Sidewalks	X	×	Sidewalks leading to individual unit are that unit owner's responsibliity. If to more than one unit, the HOA takes care of that portion and will bill back individual assessment to applicable owners sharing sidewalk to repair/replace.
Mailbox & Stand/Structure			USPS
Mailbox Lock & Key		X	
Paint - Exterior wood trim	X		Excluding Doors and door frames
Paint - Exterior Hardiboard	Χ		
Paint - Garage Doors		x	Note: Paint never recommended - should be baked on enamel finish; if garage door has issue, needs replaced by owner.
Patio Slab		X	
Pest Control Interior		X	
Pest Control Exterior		Χ	
Phone Lines		Х	
Plumbing Gate Valves	X	х	Point of connection/Meter to the unit - Owner. Before point of connection, HOA or City.
Plumbing Main Line Plumbing Pressure Regulator	X	X	Point of connection/Meter to the unit - Owner. Before point of connection, HOA or City.

ITEM	НОА	TH UNIT	NOTES
Plumbing Leak	×	x	Point of connection/Meter to the unit - Owner. Before point of connection, HOA or City.
Plumbing Stoppage	x	x	Point of connection/Meter to the unit - Owner. Before point of connection, HOA or City.
Plumbing Wall Pipes		T X	, , , , , , , , , , , , , , , , , , , ,
Rain Gutters - future replacement	Х		
Rain Gutters - clean-out	X	<u> </u>	
Rain Gutters - repair	Х	1	
Rain Gutters - hooked to drain/draining away from building	Х		
Rats/Rodents		X	
Roof - future replacement	Х		
Roof Leak	Х		
Roof Leak - damages to interior		X	
Screen Doors		Х	*Must be approved by DRC
Sewer pipes		Х	
Sewer pipes - portion to more than one unit	Х		
Shutters		N/A	
Skylights		X	
Sliding Glass Doors		X	
Stairway		X	
Storm Drains	X		
Street Lights	X	_	
Streets (excluding concrete approach to	Х		
garage)			
Rock - Repair	Х		
Rock - individual unit aesthetic issues	Х	ļ	
Termite Inspection		X	
Termites - Attic		Х	
Termites - Exterior		Х	
Termites - Garage		X	
Termites - Interior		X	
Trash		Х	

ITEM	НОА	TH UNIT OWNER	NOTES
TV Reception		X	
Utility Doors		Х	Unless it is not specific to the individual unit.
Vent covers - Exterior	Х		
Walkways to individual unit- not shared		Х	
Wall - Bearing Interior Wall	Х		
Wall - Partition Interior Wall		Х	
Wasps		Х	
Water - Culinary		Х	
Water - Landscape	Х		
Weatherstripping		X	
Window Boxes	_	X	
Window Frames		X	
Window Glass		Х	
Window Screens		X	