

BAYWATCH TOWNHOMES ASSOCIATION, INC.

WATER INTRUSION DAMAGE, MOLD AND ASBESTOS POLICY

(Adopted March 9, 2022)

The purpose of this Water Intrusion Damage, Mold and Asbestos Policy (“Policy”) is to clarify the limited responsibilities of Baywatch Townhomes Association, Inc. (“Baywatch” or “Association”) for water and mold damage. The Policy will also serve to specify homeowners’ responsibilities for such damages.

I. Unit Airspace

As defined by Note 7 of the Association’s Condominium Plan, a Unit includes the Unit’s first and second level dwelling space, utility area, and garage area. The Condominium Plan for the Association indicates that the boundaries of such areas of a Unit are the interior unfinished surfaces of the perimeter walls, ceilings, floor, windows, and doors of the Unit. Note 8 of the Condominium Plan also indicates that each Unit also has an appurtenant Restricted Common Area, such as a deck or balcony, with the boundaries being the interior surface of perimeter walls, floors, ceilings, windows, and doors. Pursuant to Article VI, Section 2 of the CC&Rs, each owner is responsible for maintaining and repairing the components within the airspace of the owner’s respective Unit and Restricted Common Area.

The components within the interior airspace of the Unit includes such surfaces (such as, for example and without limitation, paint, wallpaper, paneling, outlets, tile, hardwood floors, carpet and ceiling finishes), but does not include any structural components of bearing walls and other portions of the building contained within a Unit that provide support or structural rigidity to the Common Area or Restricted Common Area such as unfinished floors, roofs, foundations, slabs, pipes, ducts, flues, chutes, columns, conduits, wires, and other utility installations wherever located except for outlets within the Unit. Non-structural items within the airspace of a Unit include, without limitation, interior non-bearing walls, appliances, cabinets, interior doors, and all electrical, heating, plumbing and other utility fixtures.

II. Common Area

As defined by Note 6 of the Condominium Plan, the “bearing walls, columns, floors, roofs, foundations, pipes, duct, flues, chutes, conduits, wires and other utility installations, wherever located except the outlets thereof located within the Unit” that are appurtenant to a Unit are considered Common Area.

III. Maintenance Responsibilities

A. Association Responsibilities

Pursuant to Article III, Section 3 of the CC&Rs, the Association is responsible for the maintenance and repair of Common Area components. This means, for example, that the Association will undertake the repair of any roof leaks and pipe leaks or mold remediation that is located within the slab or perimeter/bearing walls of the Common Area appurtenant to a Unit. The Association’s responsibility for repair is to locate and access the leak and make the necessary repair[s]. This includes restoring any area needed for the repair access, such as holes in the wall or ceiling. Beyond those repairs, the Association is not responsible for interior Unit or personal property damage; the Association is only responsible for maintaining the Common Area. A homeowner’s insurance should cover other damages within a Unit’s airspace including paint, wallpaper, floor coverings and the like.

B. Owner Responsibilities

Pursuant to Article VI, Section 2 of the CC&Rs, each owner is responsible for the maintenance and repair of their Unit and Restricted Common Area, and those components and items located within such airspaces. This means, for example, if the Association repairs a Common Area pipe leak in a wall that damaged the wall and nearby hardwood floor with mold in the airspace of a Unit, the Association should restore the wall to a drywall paint ready finish while the owner would be responsible for painting the wall, repairing/replacing the hardwood floor, and remediating the mold.

In addition, the Baywatch Architectural Policy, effective July 2011, states:

4. The homeowner is solely responsible for the following:
 - a) Compliance with all of the listed requirements.
 - b) All costs and expenses related to the upgrades or modifications.
 - c) In case of any loss, all costs and expenses related to the replacement of upgraded items such as floors, cabinets, wall coverings, etc. are the sole responsibility of the homeowner. The Association will not be responsible, and it is recommended that homeowners maintain insurance coverage for such circumstances.
 - d) All costs and expenses incurred by the Association as a result of the modification. For example, if a modification results in increased costs for Association repairs, the homeowner will be responsible for the additional expense.
 - e) Notification to future homeowners of the upgrades or modifications and the associated responsibilities as listed.

If a leak occurs in the outlet in the Unit, specifically the interior of the Unit [such as an ice-maker, pipes under sinks, leaking toilets, etc.], repair of the leak and associated costs will be the homeowner's responsibility.

Pursuant to Article VI, Section 2(G) of the CC&Rs, if a homeowner fails to maintain the Unit in compliance with Article VI, Section 2, the Board may undertake such maintenance and/or repair. It also states that if the Association pays for such repair, the Association may seek reimbursement from the homeowner after a noticed hearing and decision.

Pursuant to Article VI, Section 7 of the CC&Rs, owners are liable to the Association for any damage to the Common Area that is due to the fault of the owner. Furthermore, it is important for owners to immediately report leaks in the Common Area or a Unit (a leak in a Unit may affect the Common Area without the owner's knowledge) to the Association. A failure to report leaks in a timely may exacerbate damage, and so a homeowner may be determined to be responsible for those additional repairs and remediation.

TURN OFF YOUR WATER, INSPECT AND REPLACE HOSES, ANGLE STOPS AND FLEX LINES

Homeowners are encouraged to annually inspect and replace as necessary any older and deteriorated angle stops and flex lines servicing the Unit's sinks and toilets, and hoses for washing machines and dishwashers as these do age and can leak and cause damage to the Units and Common Area. Owners are also encouraged to turn their water off when they are out of town especially for extended periods of time.

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Homeowners are also instructed to use garbage disposals sparingly. Do not put the following into the plumbing/sewer systems: grease, fat and/or oils, “flushable” wipes, Drano or other commercial drain cleaners, food, eggshells, coffee grounds, hygiene products, medications, or paint. Please note that this is not an all-inclusive list of items that should never be put into the plumbing/sewer system. Homeowners are encouraged to have their lines cleared (snaked) on an annual basis.

IV. Mold

1. The federal Environmental Protection Agency (“EPA”) guidelines specifically state that there is no practical way to eliminate all molds, fungi and their spores (collectively, “Mold”) in the indoor environment. Mold is found everywhere. The way to control indoor Mold growth is to control moisture. The fact that you may have evidence of Mold in your Unit should not necessarily be a cause of great concern; however, you need to take action to investigate and address any Mold in your Unit.

2. The Association will only be responsible for repairing Common Area water damage (including Mold-related damage). Owners are responsible for repairing water damage to their Units at their sole cost and expense, and testing for and abating, as necessary, any Mold in same; provided, however, as discussed below, if there is a potential that in-Unit Mold may damage the Common Area, the Association may perform Mold testing and abatement, as necessary, in a Unit to protect and preserve the Common Area, the cost of which will be levied against the applicable Owner as an assessment after a properly noticed hearing before the Board.

3. Owners are required to immediately report, in writing, all water leaks or intrusion and/or Mold growth in their Unit to the manager or a Board member within twenty-four (24) hours of observance of same. The Association will, as necessary, investigate such Mold and its impact, if any, on the Common Areas, repair any related Common Area damage and perform any necessary drying out and Mold abatement to the Common Area and/or to the Unit, if there is a reasonable possibility that the Unit Mold damage could spread to the Common Area from the Unit. If Mold damage to the Common Area stems from a Unit component and/or other component for which the Unit’s Owner is responsible, the Unit’s Owner will be financially responsible for the cost incurred by the Association to remediate and repair the affected Common Area; such cost shall be levied as an assessment against the Owner and his/her Unit after a properly noticed hearing before the Board.

4. Owners are encouraged to eliminate any potential sources of moisture that can breed the growth of Mold. All sinks, bathtubs, toilets and related drips or overflows must be emptied, cleaned and dried within twenty-four (24) to forty-eight (48) hours from leak occurrence to prevent Mold growth. The Association will respond to Common Area-related water intrusion and leaks as soon as possible after they are reported to the Association’s manager or a Board member.

5. Should an Owner fail to maintain his/her Unit in accordance with the Association's CC&Rs and other governing documents, or fail to correct water intrusion or Mold growth within his/her Unit in a timely manner, as set forth above the Owner must allow the Association and its agents access to the Owner's Unit as necessary to effectuate any repairs/Mold remediation within the Unit to prevent potential and/or further damage to the Association’s Common Area. The cost of such repairs/Mold remediation will be charged back to the Owner in the form of an assessment charged against the Owner and his/her Unit after proper notice and hearing.

6. If Mold in a Unit has developed in a limited quantity, it may be able to be effectively removed by the Owner. To remove small amounts of mold, it may help to use a mixture of three (3) parts water to one (1) part bleach, allowing the solution to stand on the surface for ten (10) minutes, and then scrubbing with a brush, rinsing and air-drying the affected area. Use of a mask and gloves when removing Mold is encouraged, and you should bag and dispose of all material that may have Mold residues. We encourage all Owners and residents to take immediate action to eliminate Mold. These are simply suggestions by the Association, not government agency guidelines, and Owners should follow reasonable protocols, as established by the EPA, the California Department of Public Health (“CDPH”) and other governmental agencies when dealing with Mold in their Units.

7. Mold testing is not necessarily required every time you have a water leak or experience water intrusion. Certain historical EPA and CDPH guidelines have specified that so long as moisture is removed within forty-eight (48) hours, there is no reason for concern regarding Mold. However, Owners, tenants and other residents should consult information and guidelines published by these agencies on a periodic basis to educate themselves on current and proper Mold-related protocols.

8. Owners are required to provide access to their Units to the Association or its agents for both the investigation and the remediation of any water damage/Mold claims to the Common Area, regardless of whether the water damage/Mold claim originated within the Unit or the Common Area.

9. Each Owner must seek prior written approval from the Association before removing or modifying any Common Area drywall or other Common Area components in or appurtenant to his/her Unit affected by Mold.

IV. Asbestos

Baywatch will not pay for any asbestos testing. The complex was built in the 1980’s after the EPA’s Clean Air Act of 1970 and the Toxic Substances Control Act of 1976 classified asbestos as hazardous and allowed the EPA to regulate, restrict and ban its use. The complex and individual Units have been tested many times for asbestos and none has ever been detected.

[End of Policy]