

## From the Villa Marin CC& R's

**Included here is every section of the CC&R's that references decks, patios, and balconies.**

**Section 1.6. "Balcony" or "Balconies"** means those portions of the **Common Area** that are depicted on the Plan for the exclusive use of the Unit to which they are linked. Historically the terms "deck", "patio" and "patio deck" have also been used to describe these areas. Regardless of the terminology, these terms refer to **Balconies** as designated on the **Plan**.

**Section 2.3. Exclusive Use Balconies.** Patios, decks and Balconies are Exclusive Use Common Areas linked (appurtenant) to each Unit and are restricted to the exclusive use by the Owners of the Units to which they are linked (appurtenant). These areas are referred to on the Plan as Balconies.

### **5.1(b)(1) Decks, Balconies and Patios.**

**5.1(b)(1)(i) Generally.** With the exception of Owner alterations, the Association is responsible for the repair and replacement of the deck, Balcony and patio components caused by normal wear and tear. Owners shall cooperate with the Association in providing access to decks, Balconies and patios for such repair and replacement. This may include removal by the Owner of all personal property.

**5.1(b)(1)(ii) Owner Maintenance.** The Owner shall keep each deck, Balcony and patio in good condition and generally clear of trapped water (such as under planters and pots) and leaf debris. The Owner shall be responsible for all repairs resulting from negligence, neglect or misuse. The Board may adopt guidelines which reasonably require Owners to perform certain other aspects of maintenance of decks, Balconies and patios.

**5.1(b)(1)(iii) Railings.** The Association will perform routine and cyclical railing work. Owners are responsible for periodically checking railings and shall notify the Association of any condition that may require other work.

**5.1(b)(1)(iv) Owner Alterations.** Maintenance, repair and/or replacement of Owner alterations are the sole responsibility of the Owner. The Association may, in its discretion, remove Owner surface modifications and restore the original Balcony system.

**5.1(d)(2) Exclusive Use Common Area.** Each Owner shall be responsible for all vegetation within his or her deck/Balcony and/or patio. Each Owner shall contain such vegetation within the confines of the patio or deck/Balcony area and shall be responsible for any damage to areas which the Association maintains, repairs and/or replaces. This includes damage caused by branches, roots and inadequate drainage of planters. The Association may regulate landscaping that exceeds fence or railing height or that has roots or branches that protrude beyond the Owner's Exclusive Use Common Area. Pots and planters on decks/Balconies must have spacers beneath them to permit deck/Balcony components to dry. The Association is not responsible for damage to landscaping during painting or other exterior maintenance. The Association may prohibit or impose conditions upon plantings of particularly invasive vegetation, such as vines and ivy and any other items attached to Balcony railings.

**5.1(e)(2)(i) The Owner** is responsible for taking reasonable measures to keep Exclusive Use Common Area free of (i) wood-destroying organisms (including wood decay, also known as dry rot) and (ii) pests and the damage they cause. Reasonable measures shall include use of spacers under all pots, planters and other objects which would tend to trap moisture on decks or Balconies, and prompt removal of leaves, dirt and other debris. Use of outdoor carpet, artificial turf, or similar covering over decks, Balconies and patios is prohibited. The Association may remove any current or prior Owner deck overlay. Reasonable measures by Owner shall also include prompt notification to the Association of any conditions which promote and/or cause the presence of pests or wood-destroying organisms, or damage on which the Association should investigate and/or act.

**6.1(e)** No person shall cause or permit any objects or articles of any kind, except for outdoor patio or lounge furniture and planters, to be placed on or hung on the deck/Balcony, patio without obtaining the prior consent of the Association. The consent may take the form of pre-approved written guidelines. Such guidelines may include specifics as to size, placement and number of plants and other personal property. No outdoor carpeting, artificial grass or similar covering shall be placed on any deck/Balcony or patio.

**Section 6.11. Clotheslines.** Clothing shall not be hung to dry or air on a deck/Balcony, railing or other part of a building. A clothesline or drying rack shall not be placed on a deck/Balcony visible to Common Areas.

**Section 6.14. Outdoor Grills/Barbecues, etc.** The use of outdoor grills, barbecues, outdoor gas heaters, fire pits or similar equipment that uses gas, wood or charcoal burning devices is prohibited on decks/Balconies or adjacent to the building.

**Section 12.2. Outdoor Grills/Barbecues, etc.** No heating or cooking devices of any kind can be used on the decks/Balconies. This condition includes items such as kerosene heaters, barbecues, or similar devices.

**Section 12.4. Decks/Balconies.**

**12.4(a) Enclosures.** No enclosure of any deck/Balcony can be made without the written permission of the Association.

**12.4(b) Storage.** Combustible storage on the decks/Balconies is prohibited.