

COMMON AREA WALL POLICY

Civil Code 4775 was amended effective January 1, 2017, regarding the maintenance responsibilities of exclusive use common areas. This amendment is sufficiently broad so as to encompass and affect the maintenance obligations pertaining to the walls and/or fences bordering the Common Areas immediately adjoining some of the sidewalks, parks, and green belts in various Lake Forest II tracts. Within LFII, there are various walls and/or fences abutting common area that were installed by the developer, and which separate common area from an owner's separate interest. On occasion, these walls are straddling property lines (i.e. a portion of the wall was constructed on the owner's separate interest, and a portion on LFII common area.)

Amended Civil Code Section 4775 provides that when a declaration is silent regarding the maintenance of exclusive use common area, then an association must bear the responsibility to repair and replace the improvement. Unfortunately, the LFII Master Declaration, along with the various tract declarations, are silent as to who bears the maintenance responsibility for these walls and/or fences. Consequently, and in accordance with Section 4775, LFII now bears the responsibility to repair and/or replace shared walls (or fences) adjacent to common areas.

In addition, Civil Code Section 841 governs the manner in which costs are to be allocated between parties that share a common boundary. Specifically Section 841 provides that adjoining landowners are to share equally for the maintenance of monuments between them, imposing a presumption of equal responsibility among the parties.

1. A "Wall Fund" will be established for each impacted Tract as part of that tract's reserves. The "Wall Fund" will contain funds for the future estimated repair and replacement cost of the exclusive use common area walls, specifically for situations where a portion of the wall is located upon an owner's separate interest, and a portion upon LFII common area.
2. If a section of wall needs a significant repair (generally one that involves both sides of the wall) and/or to be replaced, management shall send out a notification letter to the owner detailing the following: (1) that the parties are to share equally in the cost of replacement, if applicable; (2) a description of the nature of the problem facing the shared wall; (3) a description of the proposed solution; (4) the estimated cost; (5) the proposed cost sharing approach; and (6) the proposed timeline for completion. If an owner fails to respond to correspondence from LFII pertaining to repair and/or replacement of the wall or fence, then, following notice and hearing, the owner shall be invited to attend a hearing before the Board of Directors. At the hearing, the Board of Directors may consider whether to enter upon the property to undertake the repairs, and thereafter assess the costs attributable to the owner, to the owner's account.
3. Following completion of the repair and/or replacement, and unless a different arrangement is reached, the owner(s) shall be given ninety (90) days from date of invoice to reimburse LFII for the costs associated with the owner's portion of the repair and/or replacement. Upon request from the owner, the Board of Directors, may, but need not, provide the owner with additional time to reimburse LFII for the expense. Funds received from owners for the cost of their portion of the wall repair and/or

replacement shall be placed into the “Wall Fund” of the Tract in which the owner resides.

4. In the event an owner fails to reimburse LFII for cost of the owner’s portion of the wall repair and/or replacement, then LFII may consider whether to assess the costs to the owners’ account, and whether to enforce all of its available legal remedies to obtain reimbursement for the expenses.

5. In instances where a wall straddling a property line is in need of repainting and/or repair, LFII will undertake the entirety of the expense for repainting and/or repairing of the portion of the wall facing common area, only. An owner will be solely responsible for painting the portion of the wall facing the separate interest.

6. LFII will not repair or replace any wall or fence that was not originally constructed by the builder, or walls that were previously re-constructed or repaired as part of any litigation between the homeowner and LFII, walls between neighbors, and walls that are located entirely upon an owners separate interest.

RESPONSIBILITY MATRIX

	Maintenance	Repair	Replacement	Responsible
Paint- Face of Separate Interest (CC&Rs Article III, Section 3.02I)		X		Owner (of applicable side)
Paint- Face of LFII Common Area (EUCA) (CC&Rs Article III, Sections 3.04A and B)		X		LFII
Patch- Face of Separate Interest (CC&Rs Article III, Section 3.02I)		X		Owner (of applicable side)
Patch- Face LFII Common Area (EUCA) (CC&Rs Article III, Sections 3.04A and B)		X		LFII
Reconstruction of Portion of Wall (Civil Code Section 841)		X		Both
Reconstruction of Entirety of Wall (Civil Code Section 841)			X	Both
Keeping the Wall Clean (both sides) (Civil Code Section 4775 and CC&Rs Article III, Section 3.02I)	X			Owner (of applicable side)
Keeping the Wall Free of Debris (both sides) (Civil Code Section 4775 and CC&Rs Article III, Section 3.02I)	X			Owner (of applicable side)
Keeping the Wall in Good Repair (both sides) (Civil Code Section 4775 and CC&Rs Article III, Section 3.02I)	X			Owner (of applicable side)