

PGA WEST RESIDENTIAL ASSOCIATION, INC.

PLUMBING, WATER & MOLD DISCLOSURE (CONDOMINIUMS ONLY) (ADOPTED SEPTEMBER 7, 2023)

This Plumbing and Water Damage Disclosure is intended to assist the owners of condominium Units in understanding: (1) your responsibilities with respect to maintenance and repair of pipes and other plumbing fixtures within your Unit; (2) Owner and Association liability with respect to water damage to Unit and Common Area components; (3) Owner and Association responsibilities in the event of water damage (including insurance responsibilities); and (4) addressing mold growth in Units. This Disclosure is not applicable to the owners of Lots in the Association's development as such owners are wholly responsible for the plumbing and water damage within their Lots.

For the purposes of this Disclosure, a Unit includes the Unit's dwelling area, atrium area (if applicable), garage area, and all other improvements within these elements as applicable. This definition is consistent with the Association's applicable Condominium Plans and the First Restated Declaration of Covenants, Conditions and Restrictions for PGA West Residential Association, Inc. ("CC&Rs"). The Condominium Plans for the Association indicate the boundaries of the dwelling area of a Unit as the interior surfaces of the perimeter walls, ceilings, floor, windows, and doors thereof. The dwelling area of the Unit includes such surfaces (such as, for example and without limitation, paint, wallpaper, paneling, outlets, tile, hardwood floors, carpet and ceiling finishes) and the airspace contained within, excluding 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, as may be applicable. 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. The Condominium Plans for the Association indicate the boundaries of the atrium and garage of a Unit as the exterior surfaces of the perimeter walls, windows, ceilings and door where they exist, and the interior surfaces of the perimeter walls, floors, and ceilings where such surfaces exist.

The Common Area consists of the entire Development except the Units and Association property. Common Area includes the "Limited Common Area" (also known as Exclusive Use Common Area), such as courtyard and patio areas, assigned to certain owners for exclusive use.

MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITY FOR PIPES, LINES AND OTHER PLUMBING FIXTURES

The Association's CC&Rs establish responsibility for plumbing maintenance and repairs as follows:

- **In-Unit Plumbing** – Article IX, Section 3 of the CC&Rs provides that each Owner shall be responsible, at the Owner's sole cost and expense, for the maintenance, repair and replacement of all portions of the Owner's Unit, which includes, but is not limited to, the following: plumbing fixtures within the Owner's Unit, including, without limitation, sinks, toilets, bathtubs, showers, stalls, faucets, sink hardware, and supply hoses; and the drains in an atrium (refer to the Association's Atrium Policy).

- **Common Area Plumbing** – Article IX, Section 1 of the CC&Rs provides that the Association shall maintain, repair and replace the following: (1) all plumbing (water and sewer) pipes and lines located in the Common Area (this does not include sink clogs, toilet clogs and garbage disposal clogs located within a Unit); (2) all plumbing (water and sewer) pipes and lines located in the Common Area that exclusively serve an Owner’s Unit including, without limitation, pipes and water lines located within any non-load bearing/interior wall inside the boundaries of the Owner’s Unit. Please note that pipes, water lines and outlets located within the perimeter walls, floors, or ceilings of the Units (e.g., in the Common Areas adjacent to your Unit) are still Common Area components, regardless of how many Units such pipes or lines serve and even if such components only serve one Unit.

The effect of the provisions outlined above is as follows: (1) the Association is responsible for maintaining, repairing and replacing all plumbing fixtures, pipes, water lines and outlets located within the Common Area, even if the plumbing exclusively serves a Unit; and (2) each Owner is responsible for the maintenance, repair and replacement of all plumbing fixtures, pipes, water lines and outlets that are located entirely within a Unit. For purposes of this Plumbing and Water Damage Disclosure, water lines include, without limitation, appliance and equipment water supply lines and hoses.

However, Article IX, Section 4 of the CC&Rs further provides that, if the need for maintenance, repair or replacement of any Common Area or Association personal property, which includes without limitation, plumbing fixtures, pipes, water lines or outlets located within the Common Area, or the repair or restoration of any damage to the Common Area, is needed as a result of damage caused by any Owner (or an Owner’s family, tenants, guests, invitees, pets, animals), the cost of the applicable maintenance, repair or replacement shall be borne solely by the responsible Owner; notwithstanding the foregoing, the Association shall be responsible for performing that maintenance, repair or replacement and the cost of same shall be charged against the Owner after proper notice and hearing.

If a plumbing fixture, pipe, water line or outlet which is located in your Unit has a leak, you are responsible for notifying the Association of that leak in writing, repairing the item at issue, and stopping the leak; such items include, for example and without limitation, all angle stops, toilets, toilet wax rings, faucets, sinks, tub valves, shower valves, tub enclosures, shower enclosures, dishwashers, washing machine valves and hoses, washing machine waste lines, appliance water or ice lines, HVAC unit condenser lines, blockages in toilets and garbage disposals (as well as related overflows) and any other plumbing or sewage outlets (including atrium drain) located within the boundaries of your Unit.

The Association is responsible for repairing any leaks in plumbing fixtures, pipes, water lines and outlets located within the perimeter walls, floors, or ceilings of the Units (e.g., in the Common Areas adjacent to your Unit) even if they exclusively serve a Unit. The Association is only responsible for the replacement of drywall on the perimeter walls of Units to a paint-ready condition. However, if you do not promptly report evidence of a leak in the Common Area and your Unit is damaged from that leak, you may be held responsible for all or some of the cost of repairing the resulting damage to the Common Area and your Unit.

Certain components located in the Common Area or Limited Common Area have been assigned, per

Article IX, Section 1 of the CC&Rs, as owner maintenance and repair responsibility: HVAC and all related equipment; Limited Common Area courtyards/patios enclosed and locked by an owner; and sliders and windows.

Because the Owners are responsible for the finishes, fixtures, betterments and improvements within their Units, as well as the liability exposure described above for damage to adjacent Common Area caused by leaks emanating from within their Units, each Owner is strongly encouraged to follow the guidelines described below to reduce the potential for water damage within his/her Unit:

- Periodically inspect the Unit for water leaks, other evidence of water intrusion (such as condensation on the windows or walls, water stains or other types of water damage) and for the presence of molds, fungi and their spores (collectively, "**Mold**");
- If any water leaks, water intrusion and/or Mold are detected, immediately call a plumber and take appropriate corrective steps to repair the leak and/or reduce water intrusion and repair any resulting water damage (including the removal of any Mold);
- If the source of the water leak is a pipe, immediately notify the Association's management;
- Maintain proper ventilation (particularly in the bathrooms) and humidity levels to reduce the risk of water damage (including Mold growth);
- Periodically inspect in-Unit refrigerator condensation pans, air conditioning units and any other water-retaining appliances to ensure they are properly functioning and not leaking water or otherwise creating water damage to the Unit (including Mold growth);
- Periodically inspect any carpeting or similar types of floor covering in bathrooms that may be conducive to Mold growth;
- Replace heating and air conditioning filters no less than quarterly or as may be otherwise recommended by the manufacturer; and
- Take such other prudent steps as may be appropriate to properly maintain your Unit to prevent water leaks and water intrusion, and repair all leaks, sources of water and water intrusion (including Mold growth) within your Unit.

Article V, Section 3(G) of the CC&Rs provides the Association with a right to enter any Unit in order for the Association to inspect the project and take whatever corrective action may be deemed necessary or proper by the Board. This is important in minimizing damage to the Units and Common Areas from water and Mold.

Notwithstanding the above-described inspection and repair obligations of the Association, Unit Owners will still be responsible for addressing any Mold within their Units, including testing and abatement. In addition, Owners shall be responsible for all costs relating to the relocation and/or storage of personal property within the Unit during testing and remediation, and for the any expenses for alternative accommodations or housing for the residents of the Unit during such period.

LIABILITY WITH RESPECT TO WATER DAMAGE TO UNITS, COMMON AREA AND PERSONAL PROPERTY

The following is a description of multiple scenarios relating to water damage to a Unit, the Common Area and/or an Owner's personal property, and the responsibilities for the repair or restoration of such damage.

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1. Water Damage to a Unit Originating from Plumbing Within the Unit

- Each Owner is responsible for maintaining, repairing and replacing the plumbing fixtures, pipes, water lines and outlets located within his/her Unit.
- Commonly, water leaks and stopped up drains in a Unit prove to be the responsibility of the Unit's Owner. Examples include:
 - A stopped-up p-trap (under the kitchen or bathroom sink).
 - A sink, bath or toilet overflow.
 - Leaky supply lines from the angle stop (cut-off valve at the wall) to the faucet or fixture.
 - Leaks from refrigerator and/or freezer water lines.
 - A blocked/clogged atrium drain.
- Each Owner is solely responsible for repairing or replacing, and paying for the cost of any damage caused by water intrusion (including the abatement of Mold), to any and all interior items of such Owner's Unit (including, but not limited to, any interior walls and doors, ceiling, floor and wall surface materials, utility fixtures, cabinets, and built-in appliances).
- Notwithstanding the foregoing, pursuant to Article IX, Section 4 of the CC&Rs, if an Owner fails to make necessary repairs to his or her Unit, the Association may, but is not obligated to, take corrective action and remediate the water damage by drying out the affected Unit's walls, carpet, etc., all of which shall be performed at the expense of the Unit Owner. Consistent with the governing documents, advance notice and a hearing shall be given to the Owner prior to such repair/remediation, except in the case of emergency, in which the Association's right to enter the Unit and affect such repair/remediation shall be immediate. If the Association undertakes any such remediation, this shall not be deemed an acceptance of liability or responsibility for the cause of the damage, and such determination as to liability or responsibility shall be determined at a later time.

2. Water Damage to a Unit Originating from Plumbing in Another Unit

- If water damage occurs to a Unit because of, for example only, a malfunctioning (e.g. leaking or broken) drain or faucet in another Unit, failure of a refrigerator, freezer or other appliance water line or component in another Unit, or because of the negligence of another Unit's Owner (e.g. allowing a sink or tub to overflow), the affected Owner needs to immediately notify the Association in writing and repair their Unit promptly and appropriately.
- The affected Owner may seek reimbursement of his/her repair costs from the responsible Owner, or the affected Unit Owner's insurance carrier may decide to cover the loss.
- The Association has no responsibility under the Association's governing documents to help resolve such an issue, as this is an Owner-to-Owner property damage dispute.

- Notwithstanding the foregoing, pursuant to Article IX, Section 4 of the CC&Rs, if an Owner fails to make necessary repairs to his or her Unit, the Association may, but is not obligated to, remediate the water damage by drying out the affected Unit's walls, carpet, etc., all of which shall be performed at the expense of the Unit Owner. Consistent with the governing documents, advance notice and a hearing shall be given to the Owner, except in the case of an emergency, in which case the Association's right to enter shall be immediate.

3. Water Damage to a Unit Originating from Plumbing in the Common Area

- Each Owner is solely responsible for repairing or replacing, and paying for the cost of, any interior Unit damage caused by water intrusion stemming from or originating in the Common Area, unless such damage was caused by the willful misconduct or negligence of the Association. The Owner's responsibility shall include the abatement of Mold originating from any Common Area component for which the Association is responsible to any interior walls and doors, ceiling, floor and wall surface materials, utility fixtures, cabinets, built-in appliances, heating and air-conditioning components and other items located within the Owner's Unit.
- Notwithstanding the foregoing, the Association may pay for part or all of the cost of such damage, whether or not the cost exceeds the amount of insurance proceeds recovered from the Association's insurance policy (if any), if such damage was caused by the negligence or willful misconduct of the Association or its directors, officers, agents or employees. An affected Owner claiming negligence or willful misconduct of the Association is responsible for establishing same. The simple fact that a Common Area plumbing component, waterproofing or exterior building feature failed does not by itself imply negligence on the part of the Association.
- Examples of water damage stemming from plumbing in the Common Area include without limitation:
 - A main drain line gets backed up and several Units are affected.
 - A Common Area water supply line breaks.
 - A roof leak occurs.
- The Association will repair the source of any Common Area water intrusion and any Common Area damage related to the repair of the source of the water intrusion, including, but not limited to, damaged drywall of perimeter and/or loadbearing walls.
- The Owner will then be responsible for repairing the finishes, fixtures, betterments and improvements within his/her Unit.

4. Water Damage to the Common Area Originating from Within a Unit or an Item for which an Owner Is Responsible

- If any damage to the Common Area results from the willful or negligent act or neglect of any Owner, or such Owner's family, tenants, guests, invitees, pets, animals, or other person or entity deriving any interest through such Owner, or from any improvement or other item for

which an Owner has maintenance, repair or replacement responsibility (for example and without limitation, a faulty flex line; broken washer hose; overdrawn bath water; failure of a refrigerator, freezer or other appliance water line or component; failure to maintain an atrium drain to allow for clear drainage), the cost of all repairs shall be borne solely by the responsible Owner.

- All such damage to the Common Area shall be repaired by the Association, even when an Owner is financially responsible for the cost of the damage and repair to the Common Area, as Owners do not have the authority to alter or repair the Common Area components (such as, for example only, the drywall behind the interior surface of a Unit's perimeter walls or the portion of a perimeter ceiling above the interior surface of the ceiling). In the event an Owner is alleged to be financially responsible for costs the Association incurs to repair damage to the Common Area, the Owner will be called to a properly noticed hearing with an opportunity to be heard before the Board regarding the damage and repair costs at issue. After that hearing, the cost of such Common Area repairs can be charged against the Owner pursuant to, without limitation, Article VI, Section 5 of the CC&Rs.

5. Water Damage to an Owner's Personal Property

- Each Owner is responsible for repairing or replacing any and all of his or her personal property (such as, for example only and without limitation, furniture, electronics, appliances or decorations) that is damaged by a leak or water intrusion, no matter the source of the leak (Common Area or otherwise).
- Each Owner is responsible for maintaining personal property insurance for the Owner's Unit and all personal property and other property and improvements within that Unit. If an Owner leases his/her Unit to a tenant, the Owner shall require his/her tenant to obtain and maintain renter's insurance for the tenant's personal property and effects located at the building.
- The Association is not responsible for the repair or replacement of any Owner's or resident's personal property or effects, whether located in a Unit or anywhere in the Common Area.

OWNER AND ASSOCIATION RESPONSIBILITIES IN THE EVENT OF WATER DAMAGE (INCLUDING INSURANCE RESPONSIBILITIES):

Insurance Responsibilities

Owners are, in accordance with the Association's CC&Rs, financially responsible for any property damage or loss to their Unit, except in the event the Association's negligence caused the damage. It is the responsibility of each Owner to have insurance for their Unit which may cover damage depending on the cause of such damage.

Pursuant to Article X, Section 7 of the Association's CC&Rs, it is the responsibility of each Owner to insure all finishes, fixtures, and improvements in each of the Units and those elements that are Owner responsibility to maintain, including but not limited to: interior walls and doors; ceiling, floor and wall

surface materials (e.g. paint, wallpaper, mirrors, carpets and hard wood floors); utility fixtures (e.g. gas, electrical and plumbing fixtures); cabinets; built-in appliances; and heating and air-conditioning systems. The Association is not required to insure Owners' personal property located in the Association's building. In addition, it is each Owner's responsibility to obtain insurance coverage for any personal property within the Unit, liability, loss of use, and loss assessment coverage. It is the Owner's responsibility to submit a claim to notify the Owner's own insurance carrier(s) about the water intrusion or damage. The Association is not required to notify said insurance carrier(s) or to wait for any response or approval by said carriers before the Association performs its investigation and remedial/repair measures.

If components of an Owner's Unit, or components of an Owner's Limited Common Area which the Owner is required to maintain, repair and replace are damaged, and the Association's insurance policy covers such damage, the Association will, upon written request by the Owner, submit a claim for such damage to the Association's insurance carrier. Notwithstanding the foregoing, the Association shall not be required to submit a claim to its insurance carrier if: (i) the damaged claimed by an Owner does not exceed the deductible under the Association's insurance policy; (ii) the damage was caused by an Owner's negligence or willful misconduct; or (iii) the Owner does not request in writing that the Association submit a claim for such damage to the Association's insurance carrier. Prior to receiving any proceeds under the Association's insurance policy, as may be applicable, an Owner must provide the Association evidence satisfactory to the Association that such insurance proceeds are or will be used for repair of the alleged damage. An Owner may also be required to execute a release satisfactory to the Association in connection with any release of insurance proceeds. Owners should not expect that the Association's insurance policy will cover damage to their Units caused by water, whether from a Common Area source or another Unit. In the event that the Association's insurance policy does cover water or other damage to a Unit, subject to the requirements above, the Owner of the Unit will be solely responsible for the amount of the deductible under such claim.

To the extent the actual Association insurance obtained provides more coverage than the minimum Association insurance required by the CC&Rs, the actual insurance in effect is controlling of what damages may be covered.

Notice of Water Damage; Unit Access; Cooperation

Because water leaks and intrusions pose a significant risk of damage to the Common Areas, it is imperative that Owners, tenants and other residents report all water leak and intrusion issues to the Association's manager immediately at the time the leak or water intrusion is discovered. Owners, tenants and other residents are expected to cooperate with any remediation effort and/or investigation by the Association related to water intrusion and/or damage in accordance with the CC&Rs. The Association suggests that each Owner provide emergency contact information to the Association's manager for use in the event of a water leak (or other emergency) that may be stemming from or affecting the Owner's Unit.

When there is an emergency – such as water intrusion from a Unit – threatening damage to the Common Area or harm to persons, the Association will attempt to contact the Owner immediately. In the event of a water leak, the manager may attempt to shut off the water to mitigate any damage. When an Owner is unavailable or unresponsive to the Association, the Association may need to enter an Owner's Unit with a locksmith and/or plumber to address the emergency, pursuant to Article 5, Section 3(G) of the CC&Rs.

In such event, the Association may attempt to contact local governmental officials (e.g. the fire department and/or police department) for assistance, as the Association's Board of Directors deems reasonable or necessary. Please note that the Association does not wish to enter any Unit without the Unit Owner's advance approval and knowledge, but if a leak in an Owner's Unit is threatening damage to the Common Area (or injury to persons) and the Owner is unavailable or non-responsive, the Association is obligated under the CC&Rs to prevent damage to the Common Area and, as such, may need to enter the Unit to address the problem. In addition, the Association may levy charges against the Owner of the Unit for the costs the Association incurs related to such entry, after proper notice and hearing, depending on the source of the damage and the Owner's cooperation (or lack thereof).

If the source of the water intrusion is unknown, the Association will investigate its source and determine the cause, if possible. If water tests are required, the Association will hire an approved vendor. If the source of the leak originated from the Owner's Unit or Limited Common Areas, the Owner of that Unit will be responsible for the cost of the water tests as described above.

Summary of Owner Responsibilities Relating to Water Damage and Water Intrusion

Please note the following:

1. All Owners, tenants and other residents are required to follow this Plumbing and Water Damage Disclosure.
2. You are required to cooperate with the Association's requests if any Unit is experiencing a water problem that could potentially affect your Unit or Common Area adjacent to your Unit.
3. You must immediately notify the Association in writing of any water leak that you suspect or of which you become aware. Even if you are unsure of who is responsible for a water leak, contact the Association's manager immediately and the Association and/or its agents will make an inspection of your Unit. You may be responsible for the cost of the inspection and the repair, depending on whether it is determined you are responsible for the source of the leak.
4. If you experience a plumbing problem that is originating from your Unit and not the Common Area (see last sentence of paragraph), you should call a plumber immediately so that the water damage does not spread further throughout your Unit or to other Units or the Common Areas. If appropriate, you should also contact a restoration company to dry out the wet areas of your Unit to avoid the growth of Mold, and perform any necessary Mold testing and remediation. There needs to be a rapid removal of water damaged Unit components (for example and without limitation, wall coverings, floor coverings, cabinetry and fixtures) to prevent the spread of moisture, as materials around the leak may act like a sponge and absorb standing/dripping water and result in Mold growth or further damage. If you experience a plumbing problem that is originating from the Common Area, i.e., slab leak, report it to the Association's manager *immediately* upon your discovery of same.
5. Cooperate with your neighbors and the Owners of Units next to yours in the event of a water leak or water intrusion into their Unit. Notify your neighbors if you have any water leak or water intrusion problems in your Unit.

6. Remember, Owners do not have authority to alter or repair the Common Area (such as perimeter drywall, structural components, bearing walls, etc.). If a leak from your Unit has damaged Common Area components, the Association will make any necessary repairs, and you will be responsible for reimbursing the Association for the cost of those repairs, after proper notice and a hearing before the Board. If you attempt to perform repairs to the Common Area yourself, the Association may require the work to be re-done at your expense, as the Association deems reasonably necessary to protect and preserve the Common Area.

7. If you are going to be out of town for any length of time, you should arrange to have your Unit checked by a neighbor, family member, co-worker, etc. on a regular basis for water leaks and any residual signs of water intrusion.

8. California law requires plumbers to be licensed. Your failure to use a licensed plumber for any plumbing repairs within your Unit may result in the Association re-doing the work at your expense.

9. Contact the Association's manager if you need assistance with a water leak or water intrusion in your Unit. The manager may be able to provide referrals for a plumber(s) and Mold remediation specialist(s) who can assist you with water leaks and water intrusion in your Unit, but such referrals, as may be applicable, are not recommendations, and neither the Association nor the manager providing the recommendation represent that such plumber(s) or Mold remediation specialist(s) will provide proper or adequate work.

10. Once the clean-up, common area repairs and/or mold remediation has been completed and there has been a preliminary determination of the responsibility for the loss, the Board may give notice to the responsible party of a hearing with the Board regarding the loss. At this hearing, the Owner shall have an opportunity to contest liability. The notice must be in writing and must be given at least ten (10) days prior to the hearing. Following the hearing, the Board must give written notice of its decision within fifteen (15) days of its decision. The Board can then add a reimbursement special assessment to the Owner's account if it is determined the Owner is responsible.

ADDRESSING MOLD GROWTH IN UNITS

1. The federal Environmental Protection Agency ("**EPA**") guidelines specifically state that there is no practical way to eliminate all 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 Mold growth in their Unit to the manager 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.

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. If the water is extracted and everything dried out immediately following a leak, the opportunity for mold growth is limited. If an Owner insists on a mold test, the Owner may commission their own test at their expense. 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.

[End of Disclosure]