

22 Station Owners Association, Inc. Exclusive Use Common Area Policy

Adopted November 11, 2024

Recitals

- a. 22 Station Owners Association, Inc. ("HOA") owns and is responsible for the Common Area in Building 4 and 5 of the Village at Palisades Tahoe.
- b. 22 Station Owners Association, Inc. CC&R's Section 10.06(a) provides: "an Owner of a Unit may not make any Improvement or alteration to a Common Area or any Improvement or alteration to its Unit that affects any Common Area or any other Unit, without the prior written consent of the Board."
- c. Exclusive Use Common Area (EUCA) is a subset of Common Area. 22 Station Owners Association, Inc. CC&R's Section 2.01 (t) provides: "Common Area" means all of the Condominium Project other than the Units. Without limiting the generality of the preceding sentence, the Common Area includes, but is not limited to: (i) all of the Property and the Improvements located thereon except for those Improvements that are designated by this Declaration or by the Plan as Units; and (ii) the Exclusive Use Common Area."
- d. EUCA includes, but is not limited to, fireplaces, doors, windows, outside shutters, patios, decks, balconies, and railings. 22 Station Owners Association, Inc. CC&R's Section 2.01 (hh) provides: "Exclusive Use Common Area" or 'EUCA" means those portions of the Common Area allocated by this Declaration or by operation of the Act for the exclusive use by the Owner of one or more Units, but fewer than all Units. Without limiting the generality of the foregoing, the "Exclusive Use Common Area" includes, but is not limited to: (i) any shutters, awnings, window boxes, windows and doors located at the boundaries of Units and utility systems, mechanical systems, exhaust and ventilation systems, fireplaces, patios, balconies, decks..."
- e. Pipes that extend from a Common Area pipe through a boundary wall to connect to a fixture in the Unit (e.g., faucets, toilet) is a EUCA pipe of that Unit. 22 Station Owners Association, Inc. CC&R's Section 2.01 (hh) (iv) provides that EUCA includes "if any chute, flue, duct, wire, conduit, bearing wall, bearing column or other structural component, any portion of a mechanical system or any fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit, such portion being an Exclusive Use Common Area allocated solely to that Unit, and any portion thereof serving more than one (1) Unit or serving any portion of the Common Area being a part of the Common Area."

- f. 22 Station HOA may elect to maintain solely portions or all of a EUCA for reasons of uniformity or structural consideration and all costs incurred by the Association in that regard shall be charged to Owners as Limited Assessments. 22 Station Owners Association, Inc. CC&R's Section 9.02 provides: "Each Owner, at such Owner's sole cost and expense, shall maintain in good order and repair its Unit (including all fixtures located therein) and any Exclusive Use Common Areas assigned solely to that Unit, other than those portions, if any, of an Exclusive Use Common Area that the Association chooses to maintain for reasons of uniformity or structural considerations. Without limiting the generality of the preceding sentence, the Association may maintain all exterior patios, roofs, decks, trellises, window boxes, skylights, windows and other exterior portions of the Condominium Project, even if such portions are Exclusive Use Common Area appurtenant to a single Unit, and all costs incurred by the Association in that regard shall be charged to Owners as Limited Assessments . . ."

NOW, THEREFORE, HOA hereby adopts the following 22 Station Exclusive Use Common Area Policy.

1. Owners may only alter Common Areas and EUCA's with the written consent of the 22 Station Board.
2. HOA and only HOA shall maintain/repair/replace the EUCA's described in Schedule A, except as HOA may otherwise agree in conjunction with 22 Station Board's written consent of an Owner's request for an alteration of Common Area and/or EUCA. All costs incurred by HOA for maintenance/repair/replacement shall be charged to Owners as Limited Assessments, except that HOA may elect to charge all Owners as Regular Assessments when all EUCA's are maintained/repared/replaced for all Units.
3. Each Owner, at such Owner's sole cost and expense, shall maintain in good order and repair its Unit (including all fixtures located therein) and any EUCA's assigned solely to that Unit, including but not limited to the EUCAS's listed in Schedule B and excluding EUCA's listed in Schedule A, except as HOA may otherwise agree in conjunction with 22 Station Board's written consent of an Owner's request for an alteration of Common Area and/or EUCA.

Schedule A

EUCA	Description
1. Windows	
	1(a). Window Frame
	1(b). Window Pane
	1(c). Window Screen
	1(d). Window Mechanicals
	1(e). Exterior Shutters, if any
2. Front Doors	
	2(a). Door Frame
	2(b). Hinges
	2(c). Locks
	2(d). Handles
	2(e). Door
3. Decks/Balconies	
	3(a). Structural components, including, but not limited to, flooring
	3(b). Railings
	3(c). Furniture supplied by HOA
	3(d). Exterior vent covers
	3(e). Exterior lighting
4. Electrical	
	4(a). Electrical Panels
5. Fire Suppression System	
	5(a). Sprinklers
	5(b). Pipes

Schedule B

- Portion of any pipe, chute, flue, duct, wire, conduit, vent, bearing wall, bearing column or other structural component, mechanical system, (including, but not limited to, for heating (including, but not limited to, thermostats), exhaust, ventilation, or air conditioning), or any fixture that (a) lies partially within and partially outside the designated boundaries of a Unit, and/or (b) serves only that Unit.
- Fireplace
- Nonstructural walls located wholly within a Unit.