

Green Valley Resort Homes HOA Maintenance Policy

1.0 Objective

This policy is intended to define the delineation of responsibilities between Homeowner and the Green Valley Resort Homes HOA, herein GVRH, the procedure for requesting maintenance services and the process of providing services.

2.0 Scope

The policy covers the maintenance responsibilities of the Homeowners Association. Those responsibilities are defined in the April 1, 2014 opinion letter from Kelly Oetinger Attorney with the firm Brown | Olcott, PLLC. Further supporting that opinion is the March 6, 2007 opinion from Jonathan Olcott, Attorney with Brown | Olcott, PLLC. In that document Mr. Olcott states that GVRH is a planned community, **not** a condominium.

3.0 Definition of Responsibilities

3.1 Association

- 3.1.1 Common Areas which are identified on the Plat for GVRH (Source Pima County Recorder Book 34, Page 76) as Common Area A. The plat is appended hereto.
- 3.1.2 Landscaping maintenance of the Common Area A where required
- 3.1.3 Lamp post and fixtures including illumination.
- 3.1.4 Brick patios when installed by the Association.
- 3.1.5 Streets, roadways and parking areas, including street signs.
- 3.1.6 Roofs and parapets. The Association's responsibility is limited to repairs or upkeep required due to "normal wear and tear". The Association is not responsible for repairs caused by weather or the installation of customer owned and maintained equipment such as air conditioners, communications equipment or apparatus, dryer vents, etc. Further, the Association is not responsible for any consequential damage to the interior of units.
- 3.1.7 Exterior painting on a predetermined cycle to include crack filling at the time of painting.
- 3.1.8 Archways, Post and Beams and Pergolas in the Common Area A will be maintained by the Association.
- 3.1.9 Water and sewer lines from the building to the meter.

- 3.1.10 Pool and spa and all peripheral structures, walls, railing and gates.
- 3.1.11 Drainage. The Association shall maintain the grounds in such a manner to insure that water drains away from all structures.

3.2 Homeowners

- 3.2.1 *Structures.* Homeowners are responsible for all exterior maintenance to the structure except for those defined above, namely painting and roofs and parapets.
- 3.2.2 *Interior.* Homeowners are responsible for all interior maintenance.
- 3.2.3 *Windows.* Homeowners are responsible for the repair and/or replacement of all windows, including screens.
- 3.2.4 *Security Grates.* Homeowners are responsible for the repair and/or replacement of all security grates
- 3.2.5 *Front Doors.* Homeowners are responsible for the repair and/or replacement of all front doors.
- 3.2.6 *Entry ways.* Homeowners are responsible for the maintenance of all entry ways. If an entry way is enclosed, the homeowner is responsible to paint the metal element of the enclosure. If an entry is enjoyed by two (2) units, any common structural elements, including but not limited to a common beam, are considered as common elements between the two units.
- 3.2.7 *Exterior post and beams.* The homeowner is responsible for the repair and/or replacement of post and beams not in the Common Area A. The Association is responsible to paint, on a predetermined cycle. If repairs are made between cycles, the Homeowner is responsible to paint.
- 3.2.8 *Stucco.* Homeowners are responsible for stucco cracks that occur between painting cycles.
- 3.2.9 *Hose Bibs.* (outside faucets) Homeowner is responsible for repair and maintenance of hose bibs (exterior faucets).
- 3.2.10 *Skylights.* Homeowner is responsible for inspection, repair and/or replacement of all skylights.
- 3.2.11 *Utilities.* The homeowner is responsible for all unit utilities, including meters, electrical panels, exterior conduits and wiring, cabling for cable/ satellite/ telephone.
- 3.2.12 Homeowners are responsible for heating/air conditioning units

4.0 Association Maintenance Process

- 4.1 Requests for maintenance from the Association must be submitted on a Maintenance Request form and submitted to the Management Company (MCo). Forms may be submitted by:
 - 4.1.1 US Mail
 - 4.1.2 As an email attachment
 - 4.1.3 By placing the form in the box titled "Submit" at the Pool Ramada
 - 4.1.4 Telephone, if emergency or burnt out light bulb
- 4.2 Upon receipt, the MCo will log the request and determine the action priority.
- 4.3 If the form was submitted by email or if the submitter email address is available to the MCo, status will be provided by email.
- 4.4 The MCo will contact the appropriate maintenance provider and determine cost of maintenance.
- 4.5 If the cost is less than **\$750**, the MCo is authorized to issue a Purchase Order (P.O.) to the Maintenance Vendor.
- 4.6 If the cost is greater than **\$750**, the MCo shall place the action on the agenda for the next Board meeting. If the required maintenance is of a non-emergency basis but should be performed prior to the next regularly scheduled Board meeting, the MCo shall notify the Association president or Vice-President who shall in turn call a special Board meeting.
- 4.7 If the maintenance action is determined by the MCo to be an emergency as defined below, the MCo shall initiate maintenance action and notify the President or Vice-President at the earliest possible time.
- 4.8 Emergency maintenance shall be defined as:
 - 4.8.1 Any maintenance that if not performed immediately could pose a risk to human safety.
 - 4.8.2 Any maintenance that if not performed immediately could lead to further extensive damage to equipment or facilities.
- 4.9 The MCo is authorized to spend up to \$750 for emergency action.
- 4.10 The President or Vice President shall convene an emergency meeting of the Board of Directors to approve the costs associated with the emergency maintenance. Any action taken at said emergency meeting shall be ratified at the next regularly scheduled meeting of the Board of Directors.
- 4.11 Any costs greater than **\$1,000** will require multiple bids.