

**PASEO VILLAS IMPROVEMENT ASSOCIATION  
EXTERIOR MAINTENANCE POLICY**

**March 2010**

**(As Amended June 18, 2013, February 8, 2015, and June 10, 2016)**

Paseo Villas Improvement Association ("PVIA") is governed by the Declaration of Covenants, Conditions and Restrictions (CC&R) recorded at docket 9967, Pages 967 through 988, in the Maricopa County Recorder's Office (the "Declaration"). Article VIII of the Declaration provides, in relevant part, the following:

**PVIA shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.**

**In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.**

Priority of Scheduling and Funding of Maintenance Work:

As noted elsewhere in this Exterior Maintenance Policy (EMP), all PVIA obligated maintenance shall be conducted in an orderly and timely fashion that may take as long as 6 months, or longer, to schedule and fund. This maintenance work shall be conducted on a priority basis such that emergency repairs, such as active roof leaks or gutter leaks that are causing personal injury or property damage, shall have priority in the scheduling and funding of the maintenance work. Homeowners are to report any needed maintenance in a prompt timeframe to the PVIA property manager so that additional damage does not occur. The availability of funds will also be a factor in determining a priority for any maintenance work.

Homeowners are obligated to inform the PVIA property manager of any potential maintenance as soon as it is noticed. Homeowners are encouraged to obtain periodic home inspections to identify any potential problem areas and to report these potential areas of maintenance to the PVIA property manager for future planning and funding of the specific work. PVIA is the sole entity that shall determine if the requested maintenance is required and if PVIA is responsible to conduct such work.

## Home Sales and this EMP

Repairs that are identified as part of a home selling process are not considered to be emergency repairs and shall not receive any higher priority than a normal repair. All maintenance requests of this nature shall be submitted to the PVIA property manager. Any Homeowner, or their representative, that submits a maintenance request under this home selling process should seriously consider attending to the requested maintenance work in their own timeframe and expense if the requested maintenance is required to be completed within 90 days of the submittal of the work request. If the Homeowner decides to self-fund EMP eligible home repairs to expedite a home sale, those self-funded expenses, or other costs or damages, **shall not be eligible for later reimbursement** from PVIA.

This Exterior Maintenance Policy is being adopted by the Board of Directors to clarify the maintenance responsibilities of PVIA and the Homeowners, consistent with the language used in Article VIII of the CC&R. **The Board of Directors may amend the EMP at any time.**

## Definitions of Condominium vs. Planned Unit Development

**Planned Unit Development:** **Paseo Villas and its 90 homes is/are considered (a) Planned Unit Development(s) (PUD) that differs from a condominium.** In planned unit developments, or PUDs, the Homeowner owns the ground under his or her home **and** the building itself, or all the property shown in the Lot's legal description. (See Paseo Villas 1972 legal plat descriptions at the end of this EMP. NOTE: The six northernmost homes commonly referred to as the "North Six" were aligned differently in this map.)

The HOA traditionally is responsible for:

- Painting the exterior walls
- Maintaining and replacing the roof
- Maintaining the common areas adjacent to the homes

Few HOA governing documents go beyond reference to painting or reroofing. PVIA's CC&R also include gutters and downspouts that are considered elemental extensions of the roofs.

PUD HOAs with fewer services require individual owners to play a greater role in preserving their homes. Assuring that these Homeowners live up to their responsibilities is a task that requires foresight, education, and policing by the HOA. In the Paseo Villas PUD, individual Homeowners have full ownership of their homes garages, and walls, making them the responsible party for the majority of maintenance. Governing documents of HOAs within PUDs often delegate most of the maintenance responsibilities to the Homeowners.

Condominiums: A Condominium is where you own the actual structure of the building jointly with the other members of the HOA, along with common areas such as swimming pool, tennis courts etc. **Individually you own the airspace and interior of the structure, but not the building itself.** If you own a condo, you do not own the land surrounding your living space. You and the other members of the HOA own the structure together. A condo owner owns only the housing unit, which is taxed as an individual entity, and sometimes a percentage of the common areas of the community.

Condos come in a wide variety of architectural styles. They can be ranch style attached units, 2 or 3 story units, or they can be in a high-rise building. A Condo can be one floor, or two and can have a basement or no basement. Sometimes there will be neighbors above, below or both.

A. PVIA Responsibility

1. Painting the exterior of the residences and garages on a schedule to be determined by the Board of Directors. External home walls, including garage and patio walls, are included.
2. Repair and replacement of roofs, gutters and downspouts. It is not the responsibility of PVIA to repair and/or replace the building material (e.g., rafters, beams, structural support, etc.) constituting ceilings or under the roofs. All structural damage is the Owner's responsibility. Clay/concrete tile roofing material and its metal, wood, and felt understructure is PVIA responsibility. Ceilings and lights under tile roofs are not PVIA responsibility.
3. Maintenance and repair of stucco surfaces on the exterior of the residences and garages, including planters.
4. NOT USED.
5. Maintenance of trees, shrubs and grass in common areas as determined by the Board of Directors.
6. Repair and replacement of concrete sidewalks and curbing in the common areas.
7. NOT USED.
8. Repair and replacement of the lighting fixtures adjacent to the Owner's garage door.
9. The exposed structural or support beams for the front & rear porch/patio (fascia boards & trellis-like beams).

PVIA's responsibility under Article VIII of the Declaration is limited to maintenance, repair and/or replacement of very specific areas that results from normal aging and exposure. **Any maintenance, repair and/or replacement caused by, but not limited to, construction defects, weather conditions (wind, rain, flood, sunlight, heat, etc.), fire, accidents, vandalism, owners or owners' guests' negligence, settling**

**soil or concrete, privately owned foliage, etc. are the responsibility of the Owner. The Owner must obtain Homeowner's insurance to protect against these types of losses.**

**Homeowners should remember that your PVIA home is nearly 50 years old and may be in need of repairs, remodeling, modernization, or modification as would any free-standing 50-year old home on a larger, private lot. PVIA's role in these types of work is strictly limited to what is described in Article VIII of our CC&R and this Exterior Maintenance Policy.**

**B. Owner Responsibility**

1. All glass and screen surfaces, including window frames within the wall structures that support the windows and shutters.
2. All doors and frames (front door, patio door, garage access door, etc.).
3. All gates and garage doors. Newly installed garage doors shall be painted the same color as the stucco walls (native tan). Of note, the garage door will be painted by PVIA when the exterior of the residence and garage are painted.
4. All exterior lighting, fans and/or other electrical fixtures (except for the lighting fixtures adjacent to the garage door that were installed by the declarant/developer).
5. The foundation and all structural parts of the residence and garage. Structural damage to walls, floors, roofs, etc. is the responsibility of the Owner.
6. The ceilings of the front & rear porch/patio.
7. Heating and air-conditioning units.
8. Gardens or flowerbeds located inside the stucco planter boxes and inside exterior archways only.
9. All exterior structures (e.g. sun screens) installed by the Owner.
10. All hose bibs, valves, water piping, plumbing, etc.
11. The concrete patio, porch and deck
12. Repair and replacement of walls and/or fences separating front and rear patios are Homeowner responsibility because the walls are within the legal plat and Lot maps and are therefore considered Homeowners' private property. Repair or replacements of walls cracked by tree roots from within Owners' Lots are Homeowners' responsibility. Homeowners should remove the offending tree(s) before commencing wall crack repairs.
13. Wall, patio, and floor damage within Homeowner Lots caused by settling, subsiding, or shifting soil or concrete or privately owned foliage is the Homeowners' responsibility.
14. Repair and replacement of concrete garage approaches and walkways leading up to the garages and front and rear patio gates.

The following policies will guide the Board of Directors in fulfilling PVIA's maintenance responsibilities under the EMP:

- Maintenance, repair and/or replacement of items not specifically identified in Article VIII of our CC&R or the Board of Directors on a case-by-case basis will decide the EMP.
- Any and all maintenance (including repair and replacement) that is the responsibility of PVIA will be provided under the direction of the Board of Directors, after considering the specific circumstances and the most economical and appropriate method. The Board of Directors will decide if, when and how the maintenance will be performed. As expected, the Board must always consider the current financial state of PVIA. Under no circumstances will an Owner dictate if, when and/or how PVIA maintenance will be performed.
- Any repairs or maintenance that a Homeowner requests that are associated with the selling of the Homeowner's property shall be scheduled and funded within the next budgeting process and will not receive any special consideration as to schedule or funding. For this reason, the Homeowner is encouraged to either make the required repairs themselves at their own expense or wait until PVIA is able to fund and schedule these types of repairs. **PVIA shall not be responsible for any penalties, expenses, costs or charges of any kind as a result of this External Maintenance Policy related to the sale or non-sale of a Homeowner's property due to scheduling or funding of the requested repairs or maintenance within any requested time frame by the Homeowner, their agent or any other interested party to the sale of the property.**

**Amendment 1**  
**Exterior Maintenance Policy**  
**As it applies to Roofing Maintenance and Repairs**

This Amendment is to provide additional clarification concerning PVIA's and Owner's Obligations related to roof maintenance. The amendment is intended to complement the General Exterior Maintenance Policy (EMP) descriptions.

The following policies and discussions addressed in Amendment 1 will guide the Board of Directors in fulfilling PVIA's roofing maintenance and repairs Obligations under the EMP:

**PVIA Obligations:**

1. Establish specifications for new and repaired roofing activities based on information provided by an independent roof industry consultant(s) including any improved materials and/or methods that may be justified by the Board;
2. Cleaning debris from each Owner's roofs, including garage roofs, two times each year;
3. Re-coat, replace, or maintain existing roof(s) on an "as needed" basis based on Board decisions;
4. Conduct periodic examinations by an independent roofing industry consultant(s) concerning the then current condition of Owners' roofs;
5. Use the results of the study or evaluation from Item 4 above to provide guidance for budgeting current and future roofing activities and expenditures.

**Owners' Obligations:**

- A. Maintain Homeowner's insurance that covers roof and other home damage due to weather (e.g. hail damage) or other abnormal causes for roofing damage other than normal aging (see EMP Section A);
- B. Report, in a timely manner, any leakage that may be caused by the failure of the roofing structure;
- C. The Owner is responsible for not allowing him/herself or any third party contractor or other third party to block any roof plumbing, vents or devices that are normally left open for proper functionality;
- D. Owners shall be responsible for keeping private area tree branches, limbs, bushes, vines, fruit, or any foliage or landscaping from growing, brushing, rubbing, abrading, or falling onto or against the roof surface or internal parapet adjacent to the roof surfaces. Private area foliage is defined as personally owned foliage growing within Owners' patio or planter walls and NOT in the Common Area.
- E. Owners shall be responsible for any roof penetrations or additions for any reason, including but not limited to vents, air conditioner replacements,

- skylights, air turbines/fans, atrium enclosures, solar panels or devices, or any other penetration or addition including weather or mechanically related;
- F. Maintain air conditioner condensate drain lines such that drain piping is connected to the AC unit and supported and directed to the gutter at the patio side of the home.
  - G. PVIA shall provide, upon request by an Owner, a specification for the 8 inch high AC mounting curb (See Figure 1) to seal replacement AC units to roof described elsewhere herein (Owner responsible for installation)



Figure 1 – AC Mounting Curb

- H. If an Owner decides to enclose or re-open an existing atrium, the Owner takes full responsibility for such enclosing or re-opening any atrium area that was originally designed into the specific home.
- I. Regardless of any approval or non-approval by PVIA's Architectural Committee or any other PVIA entity, any Owner inspired Project of any sort that requires obtaining a permit of any sort by the City of Scottsdale, Maricopa County, McCormick Ranch Property Owners Association or any other governmental organization that controls such projects is the responsibility of the Owner.

### **Other Roofing Policy Considerations:**

PVIA will re-coat or replace existing roofs on an as-needed basis. If any repairs, such as blistering resulting in failure to the roof or other material or workmanship failures are required, PVIA will make such repairs on an as-needed basis.

PVIA will be responsible for cleaning debris from each Owner's roof, including garage roofs 2 times a year. The exact dates may vary but PVIA will try to complete this activity by November 1 and April 1 each calendar year.

PVIA may update, at its sole discretion, any new roofing related materials or methods that may have better qualities for the intended purpose of maintaining the roof.

The Board shall estimate short and long term roofing requirements based on the periodic roof examination or study from an independent roofing industry consultant(s) including but not limited to roofing requirements and costs estimates for each years' budget process and other activities. The PVIA Board shall use these and other

technical and fiscal parameters for deciding this annual roofing budget amount and activities.

The PVIA Roofing Standard specifications for all new roof and recoating maintenance shall be per the PVIA governing documents and as adopted from recommendations from an independent industry roofing consultant(s). These shall be modified as determined by the PVIA Board for all PVIA directed roofing maintenance activities.

Any repairs that are the responsibility of the individual Owner shall be in accordance with this policy and the standards and specification as noted in this Policy and the PVIA governing documents. **No other material shall be used except as approved by the PVIA Board of Directors.**

Any cables or piping/tubing, drainage lines, or other utility or material that is in use or lays upon the roof, regardless of being fastened to the roof or not, are the responsibility of the Owner. If any repairs, recoating or re-roofing work is conducted with these devices present, PVIA will try to work around these items as much as practical but will not be responsible if they are damaged. Any Owner initiated roofing repairs or other work on the Owner's roof, shall not result in any cabling or piping/tubing or other materials or items from becoming embedded into the repaired roofing materials.

#### Roof Penetrations:

Roof penetrations by Owner are for Owners' expense and should be inspected by a PVIA supplied inspector for items such as:

- Air conditioner installations and replacements
- New skylights
- New air turbines, fans, or vents
- Solar panels or other solar devices located or anchored on the roof

The Owner is responsible for advising PVIA's Property Management Agent of any of these or other roof penetration activities or AC replacement prior to the devices installation or repair. PVIA will provide an appropriate independent inspector to review a procedure for any project that requires any type of roof penetration or repair. The review shall consist of reviewing the specifications or plans for this work and shall be paid for by the PVIA as part of the architectural review approval process.

At the completion of a project involving roof work, a roof inspection shall be conducted by a PVIA independent inspector to determine the adequacy of the roof installation or repair to assure that the work meets PVIA's requirements including roofing standards. This inspection and any subsequent inspection, regardless if the preliminary review was conducted or not, shall be assessed to the Owner's account for actual costs to PVIA of the inspection(s) and shall be paid by the Owner as



addressed in PVIA's governing documentation concerning all rights related to assessments.

The individual Owner is responsible for notifying the PVIA Property Management Agent in writing of **any** work that involves a roof penetration or work on the roof of any kind for approval of such work. If this approval process is not followed, the Owner shall be assessed an added assessment to offset any costs to PVIA that would include the initial project review by an independent inspector as well as any additional labor or material for modifications that would have been required as a result of the initial review or inspections made when the work was initially completed by the Owner.

In addition, if an inspection is conducted by PVIA's independent inspector at final completion of a project (whether approved or not by PVIA) and the recommendations of the independent inspector are not followed, PVIA reserves the right to correct the deviation and assess the Owner for all actual costs, including administrative costs and the subsequent inspection of the work of the modification, to bring the roof to PVIA's standards. This cost shall be assessed to the Owner's account and shall be paid by the Owner as addressed in PVIA's governing documentation concerning all rights related to assessments.

#### Air Conditioning Units:

Each Owner shall advise the PVIA Property Management Agent of any new air conditioning unit replacement as soon as possible. PVIA's inspector shall review the installation contract, specifications, or plans prior to installation or commencement of the AC installation work to assure compliance with these EMP and roofing policies and specifications.

All air conditioning units shall have condensation lines connected to the AC unit and run in a manner that will drain condensate to the gutter of the house. These drain lines will be required to be sloped appropriately to facilitate this drainage. The Owner is responsible for these drain lines and their proper installation and maintenance. Should these drain lines not be present or are not effectively connected to the AC unit and transporting condensate away from the roof, PVIA reserves the right to not make any repairs, recoating or re-roofing work on the roof until such Owner Obligation's are completed to PVIA's satisfaction.

Any new air conditioner replacement installation shall include an 8-inch AC mounting curb to seal the AC unit from the Owner's roof at Owner's cost. Failure to advise the PVIA to AC replacements shall subject the Owner to an added assessment to cover the costs to PVIA of inspections or other PVIA costs associated with not informing PVIA of such work. In addition to these assessments, any added cost to install the 8-inch AC mounting curb as noted above is the responsibility by and of the Owner. See Figure 2 below.



Figure 2 – Typical result of an approved method of a new Air conditioning unit's installation using an 8-inch mounting curb

### Solar Panels:

All solar panels and other solar equipment shall be installed per industry standards by installation contractors that are licensed and bonded through the State of Arizona. All installation materials shall be fit for the purpose of solar panel installation including materials that are suitable for the outside elements experienced in climates such as the hot desert climates with seasonal monsoon conditions. Solar panel mounting posts fastened to the roof through the foam roofing material shall be sealed with identical spray polyurethane foam (SPF) roofing material. The Owner shall pay for the PVIA roofing consultant to inspect and approve the solar panel mounts' SPF material sealing.

Any solar panel installation shall be approved prior to installation by the PVIA Architectural Committee and the installation and approval process shall conform to all state, local and federal laws. The solar panels shall be located such that their lower extremity will not be less than 8 inches above the surface of the roof. The installation shall not affect the integrity of the existing roofing material or structure. See Figure 3 below.

Any additional costs associated with re-coating or replacing the roof due to the existence of the solar panels or devices or similar structures shall be borne by the Owner according to Arizona State laws governing such installations as they relate to

Planned Communities. Owners are responsible for securing all permits in compliance with all applicable laws, codes, regulations, etc.



Figure 3 – Typical solar panel installation with approved 8 inch spacing between the lowest part of the solar frame material and the roof elevation

#### Satellite Dishes:

All satellite dishes shall be mounted in areas that do not require penetrations of the roofing material.

#### Atrium Enclosures:

If the Owner decides to enclose, or re-open, an existing or former atrium, the Owner takes full responsibility for enclosing or re-opening any atrium that was originally designed into the specific home. Any atrium enclosing or re-opening work requires the Owner to advise PVIA's Property Management Agent as soon as possible prior to the commencement of any work on this project.

Any enclosing, or re-opening, of these areas must be approved by the PVIA Architectural Committee for appropriate sealing to the existing roof structure prior to beginning such work. The enclosure design must include specifics as to the design of the transition piece(s) to prevent any leakage of the roof structure and be in accordance with this EMP and roofing policy to maintain compliance with PVIA's standards. The Owner will be responsible for any leakage of their roof for a period of 5 years after this enclosure has been completed to establish a non-leakage demonstration period.

The EMP does not apply to the internal portion of any originally designed atrium area regardless of it being enclosed or not.

In addition, PVIA shall inspect the final installation of such an enclosure or re-opening. PVIA will be responsible for an initial contract and specification review and the first inspection after the roof sealing is completed. The Owner will be responsible for allowing sufficient access to complete these and any other inspection. It will be the Owner's responsibility to schedule this or any other inspection required to complete the installation process. Any subsequent inspection by PVIA due to failure of meeting PVIA's standards and specifications shall be assessed against the Owner to cover any additional costs to PVIA. As noted in Item H of the Owners Responsibility in this Addendum, all required permitting is by and of the responsibility of the Owner.

### Roofing Material and System Description – Spray Polyurethane Foam

Paseo Villas uses a roofing system known as Spray Polyurethane Foam (SPF) for several reasons that include low environmental impact, highest energy efficiency for our roof structure type, virtually leak free, light weight, easily maintainable and inexpensive to replace.

SPF-based roof systems are constructed by mixing and spraying a two-component liquid that forms the base of an adhered roof system. SPF can be installed in various thicknesses to provide slope to drain or meet a specified thermal resistance (R-value). A protective surface coating is then applied to the foam to provide protection from the elements.

The first component of an SPF-based roof system is rigid, closed cell, spray polyurethane foam insulation. The foam is composed of two components: isocyanate and polyol. Transfer pumps are used to get the components to a proportioning unit that properly meters the two at a one to one ratio and heats and pumps them through dual hoses. The components are mixed at the spray gun, which is used to apply them to a substrate.

The second component, the protective surfacing, typically is a spray applied elastomeric coating, though hand and power rollers can be used. The protective surfacing also can be a membrane, such as a fleece backed thermoset single ply membrane. The purpose of the surfacing is to provide weatherproofing, protect the foam from UV exposure, provide protection from mechanical damage and assist with the fire-resistant characteristic of the roof system.

Some of the SPF application requirements for both new and re-coating of SPF roofs require that the roof surface must be clean and dry. Depending on the specific roof's needs and condition, certain roofing surfaces must be primed. Other considerations for maintenance activities have to do with ambient conditions. For example, SPF coatings cannot be applied within 15 degrees of the application day's dew point

temperature or winds that are greater than 15 MPH. Should winds approach these levels, a tent may be required to apply the new coating to the roof.