



## CLUB SCOTTSDALE CONDOMINIUM MATRIX

### CLUB SCOTTSDALE CONDOMINIUM ASSOCIATION MAINTENANCE CHECKLIST



Storage Rooms (walls and exterior surfaces) as set forth on Plat and allocated to specific Units. **Declaration Sections 1.19, 2.2.3, & 6.2; Plat.** Owners remain responsible for interior of storage units.

#### TYPE OF ELEMENT

**Limited Common Element\***

#### WHO MAINTAINS

**Association**

#### WHO PAYS

**Association**



Patios, balconies and stairways as applicable located outside of Unit. **Declaration Sections 1.19, 2.2.3, & 6.2; Plat.** Includes painting and maintenance of interior surfaces.

#### TYPE OF ELEMENT

**Part of Limited\*  
Common Element**

#### WHO MAINTAINS

**Association**

#### WHO PAYS

**Association**



Garages assigned to individual Units (non-structural interior only) **Declaration Sections 1.19, 2.2.3, & 6.2; Plat.** Owners are responsible for garage door and all electrical components of garage.

#### TYPE OF ELEMENT

**Part of Limited  
Common Element\***

#### WHO MAINTAINS

**Association**

#### WHO PAYS

**Association**



Buildings (exclusive of the units therein), including without limitation the land, roof, main walls, slabs, common pipes and conduits. **Declaration Sections 1.8, 2.2.1, 2.2.2, & 6.2; Plat.**

#### TYPE OF ELEMENT

**Part of General Common Element**

#### WHO MAINTAINS

**Association**

#### WHO PAYS

**Association**



Removal of trash of all areas except interior of units and Limited Common Elements. **Declaration Section 6.1.1.**

#### TYPE OF ELEMENT

**Part of General Common Element**

#### WHO MAINTAINS

**Association**

#### WHO PAYS

**Association**



Unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective unit. **Declaration Sections 1.8, 2.2.1, 2.2.2, & 6.2; Plat.**

#### TYPE OF ELEMENT

**Part of General Common Element**

#### WHO MAINTAINS

**Association**

#### WHO PAYS

**Association**





All improvements upon or to the General Common Elements, including without limitation all swimming pools, ramadas, and other recreational facilities designed for common use or enjoyment by more than the Owner of a single unit. **Declaration Sections 1.8, 1.31, 2.2.2, & 6.2; Plat.**

TYPE OF ELEMENT

**Part of General Common Element**

WHO MAINTAINS

**Association**

WHO PAYS

**Association**



All streets, drives, walkways and other means of ingress and egress, and all parking areas designed for common use or enjoyment by more than the Owner of a single unit. **Declaration Sections 1.8, 1.31, 2.2.2, & 6.2; Plat.**

TYPE OF ELEMENT

**Part of General Common Element**

WHO MAINTAINS

**Association**

WHO PAYS

**Association**



All sprinkler systems and landscaping, any and all compartments or installations of central services for public utilities and all other facilities, devices and premises designed for common use or enjoyment or located outside the boundaries of a Unit. **Declaration Sections 1.8, 1.31, 2.2.2, 6.2, & 7.3; Plat.**

TYPE OF ELEMENT

**Part of General Common Element\*\***

WHO MAINTAINS

**Association**

WHO PAYS

**Association**



Maintenance of electricity, plumbing, water and other utilities located within or exclusively serving one Unit. **Declaration Sections 1.19, 1.33, , 2.2.1, 2.2.3, 10.5.**

TYPE OF ELEMENT

**Part of Unit/LCE\*\***

WHO MAINTAINS

**Owner**

WHO PAYS

**Owner**



Items of equipment installed in and/or belonging to the Unit, eg., hot water heater, heating or refrigerator units. **Declaration Sections 1.19, 1.33, , 2.2.1, 2.2.3, 10.5.**

TYPE OF ELEMENT

**Part of Unit**

WHO MAINTAINS

**Owner**

WHO PAYS

**Owner**



Unit windows and interior of unit and cleanliness and trash removal from unit. **Declaration Sections 1.19, 1.33, , 2.2.1, 2.2.3, 6.2, 10.5.**

TYPE OF ELEMENT

**Part of Unit**

WHO MAINTAINS

**Owner**

WHO PAYS

**Owner**



Walls and partitions which are contained in owner's respective unit. **Declaration Sections 1.19, 1.33, , 2.2.1, 2.2.3, 6.2, 10.5.**

TYPE OF ELEMENT

**Part of Unit**

WHO MAINTAINS

**Owner**

WHO PAYS

**Owner**

\* Limited Common Elements are based on the definition within the Declaration as exclusive use allocated to a Unit in connection with the definition of Limited Common Elements pursuant to A.R.S. § 33-1212(2) & (4):

2. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a unit, any portion serving only that unit is a limited common element allocated solely to that unit and any portion serving more than one unit or any portion of the common elements is a part of the common elements.

4. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, entryways or patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated exclusively to that unit.

**\*\*Portions of the Common Element allocated for the exclusive use, whether the fixture at issue is a limited common element (only serving a single unit) or part of the common element (part of the larger system serving more than 1 unit) is a factual question determined on a case-by-case basis. **The responsibility of such an element depends on the circumstances as set forth herein and whether it serves a single unit or is part of a common system serving more than a single unit.****

- The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or neglect of an Owner or his guests, tenants or invitees. The repair or replacement of any portion of the Common Elements resulting from such excluded items shall be the responsibility of each Owner, provided, however, that if an Owner shall fail to make the repairs or replacements which are the responsibility of such owner, the Association acting through the Board, shall have the right (but not the obligation) to enter the Unit and make such repairs or replacements, and the cost thereof shall be added to the Assessments chargeable to that Condominium Unit and shall be payable to the Association by the Owner of such Condominium Unit, provided, however, that liability hereunder shall be limited to that provided for in the statutory or case laws prevailing in the State of Arizona. See Section 6.2 of Declaration and A.R.S. § 33-1255(E).
- In the event an Owner fails to maintain his unit and/or common elements allocated thereto as provided herein or Limited fails to timely repair any damage to party walls for which the owner is responsible as provided in Subarticle 8.11.1 above, in a manner which the Board deems necessary to preserve the appearance and value of the Property the Board JM.Y notify such Owner of the work required and request that it be done within thirty (10) days from the giving of such notice or any earlier period as specified by the Board in the event of an emergency. In the event an owner fails to carry out such maintenance within said period, the Board may cause such work to be done and may specially assess the cost thereof to such Owner and collect and enforce said Assessment as provided in Article 5 above.
- The Association shall assess certain costs back to Unit owners when maintenance and repairs benefit less than all the Units under A.R.S. § 33-1255(C). A.R.S. § 1255(C) provides:

C. Unless otherwise provided for in the declaration all of the following apply:

1. Any common expense associated with the maintenance, repair or replacement of a limited common element shall be equally assessed against the units to which the limited common element is assigned.

2. Any common expense or portion of a common expense benefitting fewer than all of the units shall be assessed exclusively against the units benefitted.