

Selected VGHOA Covenant Excerpts Relating to Owner Installed Improvements and HOA Maintenance Responsibility

Scott's Preamble:

One of the most controversial and ambiguous topics for the HOA Board is determining, distinguishing and tracking HOA maintenance responsibilities. While all Victorian Gables units share many common exterior characteristics, no two units are identical. Each unit has unique exterior features, some of which are from the original design and others which are improvements by a current or former homeowner. These differences among the units create a management challenge and perceptions of bias, both real and imagined.

We also have precedents, as prior VGHOA Boards have interpreted the covenants in certain ways. Up to this point, unless an exterior feature is specifically excluded in the Covenants, the HOA has taken responsibility for all items in the original design constructed by the builder, but not those installed afterwards by the owner. For example, the HOA has responsibility for decks installed by the builder while about half of the units have no deck. Or, we have one homeowner who installed their own deck who is now forever responsible for it. And we have other homeowners with decks, who have chosen to make modifications to them so the HOA has responsibility for some portion, but not all of the deck.

The Board has the responsibility to enforce the HOA Covenants. And these Covenants require interpretation. Here are some of the questions where I believe there is some interpretation of the Covenants, which we may want to tackle.

1. Are there some precedents that need to be revisited, such as what is the HOA's obligation for unique features installed by the builder?
2. When an owner makes an improvement on an existing exterior feature, should the owner be responsible for just the improvement or should the owner be required to take responsibility for the whole feature; e.g., deck extensions and rails?
3. Are there some minimum exterior improvements, such as those related to safety, that should be the responsibility of the HOA; e.g., should every fenced in patio have a gate?
4. Glass surfaces are the homeowners' responsibility. Should the HOA be responsible for window replacements, as it has done historically?
5. Whatever we choose to do, how do we assure the changes are recorded accurately for future homeowners and Board members to interpret?

Here are selections from the Covenants I encourage you to review.

Article X, Section 6. Owner Installed Improvements. Whenever an Owner plans to make betterments, additions, or improvements to the exterior of his/her Lot, these

changes must follow the requirements of Article V – Architectural and Landscaping Control. If these will require maintenance, repair, or replacement, then the costs of maintenance, repair, or replacement of these changes shall be the responsibility of the Owner. In order to communicate this responsibility to future Owners, the Owner shall work with the Association to prepare a document describing the betterments, additions, or improvements which shows it is the Owner’s responsibility for such maintenance, repair, and replacement. Such document may be recorded in the Office of the Recorder. A copy of the document, if filed with the Office of the Recorder, will be provided by the Owner to the Association. All costs shall be paid by the Owner. If a homeowner makes a betterment, addition, or improvement to the exterior of his/her property and later wishes to restore the property to its original design and return it to the HOA, the maintenance and care of this property will revert to the HOA.

Article X, Section 4. Owner Maintenance. The Owner is responsible for the maintenance, repair, and replacement of the following equipment located outside or on the exterior of his/her dwelling and garage as set forth below and as presented in the Owner Maintenance Policy Statement:

- (a) Air conditioning equipment serving the dwelling;
- (b) Bulbs in exterior light fixtures of the dwelling and garage, excluding the building signage;
- (c) Heaters on the roof and in the gutters to prevent ice dams;
- (d) Glass surfaces;
- (e) Window well covers;
- (f) All storm or screen doors;
- (g) Door knobs or handles, door hinges, and door bells; and
- (h) Fireplaces and other equipment installed by the Owner on the exterior or outside the dwelling, garage, deck, patio, or other improvements.

Article X, Section 2. Exterior Maintenance of Lots. The Association shall provide exterior maintenance upon each Lot in the Subdivision as follows:

- (a) Maintain, repair, replace, and care for roof covering, skylights, gutters, downspouts, trees, shrubs, grass, walks and exterior building surfaces except glass;
- (b) Paint or stain exterior surfaces as required to maintain the appearance of the Lots within the Subdivision;
- (c) Paint, stain, or otherwise maintain all fencing which is installed on Lots, with the approval of the Architectural Committee;
- (d) Paint, repair, replace, and care for other exterior improvements, including window wells, decks, and patios; and
- (e) Exterior maintenance shall not include cleaning or replacing glass surfaces or maintenance, or replacement of window well covers.

The Association shall also maintain, repair, and replace, as necessary, water, sewer, electrical and other systems, which provide service to the Lots in the Subdivision.

Article IV, Section 6. Assessment for Lot Maintenance. The Association shall have the responsibility to undertake the maintenance, replacement, or repair of the landscaping and of the exterior of any structure with respect to any Lot that is reasonably necessary to preserve the appearance and value of the property.

The cost of any such maintenance, replacement, or repair including, but not limited to, painting, repairs, replacement and care for roofs, gutter downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements shall be a part of the annual assessment.

The Association shall have the right, after reasonable notice to the owner, to enter upon any lot for the purpose of undertaking maintenance or repairs as set forth in this Article.

Article IV, Section 7. Special Assessment for Extraordinary Work. If any extraordinary or unexpected maintenance, repair, or restoration work, not covered by the Association's insurance or anticipated by the maintenance fund plan, is required on fewer than all of the Lots or for the benefit of any individual Lot, then the costs thereof shall, at the discretion of the Board, be borne by the Owner(s) of the affected Lot(s) only.

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