



NEWSLETTER - MAY 2020

SPECIAL ISSUE - Maintenance

Because so many of you have recently asked what your personal responsibility is for maintenance, upkeep, and repair to your Units and the grounds around them, this review of our governing documents may be helpful.



◆The three governing documents that contain our maintenance responsibilities and regulations are:
PLAT MAPS, CC&R's, and RULES AND REGULATIONS.

Our 5 **PLAT MAPS** classify all areas of our property as one of the following:

(1) PRIVATELY OWNED AREA

(2) LIMITED COMMON AREA

(3) COMMON AREA

The **CC&R's and RULES AND REGULATIONS** define these 3 areas in detail & tell who has responsibility for each area and what that responsibility is:

(1) PRIVATELY OWNED AREA :

Definition: This area is referred to as a **"UNIT."** A **Unit** is described as: "a separate physical part of the Condominium Property (or **PUD, Townhome, or Lot Property**) intended for independent use and ownership, consisting of rooms and spaces located within a building structure. . . Mechanical equipment and appurtenances located within any one **Unit** or located outside of said **Unit** but designated and designed to serve only that specific **Unit**, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the **Unit**, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows, and window frames, doors and door frames, and trim, consisting of, among other items and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits or other public utility lines or installations constituting part of the **Unit** and serving only a specific **Unit**, and any structural features or any other property of any kind, including fixtures and appliances within any **Unit**, which are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the structure/building within which the **Unit** is situated, shall be considered part of the **Unit**."

(CC&R's Article I 1.30)

Responsibility: "Maintenance of the **Units** as defined in Section 1:30 shall be the sole responsibility of the Owner(s) thereof, who shall maintain such **Unit** in good repair so as to not interfere with other Owners **Units, Townhomes,** or the Common Areas. Each owner at his or her sole expense shall maintain, repair, paint, re-paint, tile, paper or otherwise re-finish or decorate the interior surfaces of the walls, ceilings, floors, interior and exterior windows, and interior and exterior doors/door frames forming the boundaries of his or her **Unit** and all walls, ceilings, floors, windows and doors within such boundaries, except that the Association shall be responsible to paint all garage doors. In addition to decorating and keeping the interior of his or her **Unit** in

good repair and in a clean and sanitary condition, he or she shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, heating equipment, air conditioners, lighting fixtures, refrigerators, dishwasher, disposal equipment, ranges, toilets, water softeners, water filters, or other appliances or fixtures that may be in, or connected with, his or her **Unit**. Each **Unit** shall be maintained so as to not detract from the appearance of the Community and so as to not adversely affect the value or use of any other **Unit** and/or **Lot**." (CC&R's Article VIII 8.1(a))

(2) LIMITED COMMON AREA:

Definition: "Limited Common Areas means all of the real property identified as Limited Common Area on the Plat Maps for Willow Run Homeowners Association and maintained pursuant to the terms of this Declaration. Limited Common Areas are Common Areas limited to the use of certain **Units** to the exclusion of other **Unit** Owners and consists of driveways, parking stalls, balconies, decks, and patios, as shown on the Plat Maps." (CC&R's Article I 1.15)

Responsibility: "... Each Owner shall, at its own cost, keep the Limited Common Areas appurtenant to their **Unit** and/or **Lot** in a clean, sanitary and attractive condition at all times and shall be responsible to maintain, repair, and replace such Limited Common Area and to ensure that any modifications do not cause any hardship or damage to any other **Unit** and/or **Lot** Owners. With respect and limited only to the covered parking structures appurtenant to buildings A and J, the Association shall be responsible for the maintenance, repair, and replacement of the Applicable Carports. With respect to the four (4) garages attached to A Building, the Association shall be responsible for the maintenance, repairs and replacement of the garages; except the owners within A Building are responsible to keep the inside of the garages maintained in good repair, free from hazardous materials and clean and sanitary from anything that would reasonably attract insects and rodents. To the extent that the owners who are using the garages are negligent in their maintenance thereof and if failed maintenance or care causes damage to the Common Areas or may reasonably cause damage to the Common Areas, the Association may, after notice and a chance to cure given to the owner, remedy the condition of the garage(s) and charge the costs back to the owner as a regular assessment." (CC&R's Article VIII 8.1(b))

"No building, fence, wall or other structure shall be commenced, erected, altered, or maintained upon the property, which includes all Limited Common Areas and Common Areas, nor shall any exterior addition to, or change or alteration therein, of any sort, whether structural, landscaping, cosmetic or otherwise, be made by an owner until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing ...by the Board of Directors". (CC&R's Article V 5.2)

(3) COMMON AREA:

Definition: Common Areas consist of : "... (e) All Common Areas and facilities designated as such on the Plat Maps for Willow Run Homeowners Association ...

(k) All portions of the Project not specifically included within an individual **Unit** and/or **Lot**." (CC&R's Article I 1.6)

Responsibility: "The Association shall maintain the Common Areas of the Property, excluding Limited Common Area Improvements unless otherwise stated in this Declaration, and shall maintain the exteriors, roofs, exterior structural components of **Townhomes**, and any other part of the **Townhome** that is not included in the definition of **Unit**, as if such **Townhomes** were **Units** within the Condominium Property. However, if any area for which the Association is responsible for maintenance, including Common Areas and **Townhome** exteriors, are damaged by the willful misconduct of an Owner, their guests, tenants, or invitees, the Owner shall be responsible for all

such damage....The Association shall also maintain all Common Area amenities which may be installed from time to time....Additionally, the Association, by and through the Board of Directors, may assume the Owner's general maintenance responsibility over a **Unit** and Limited Common Area if, in the opinion of the Board of Directors, the Owner is unwilling or unable to adequately provide such maintenance. ...The expenses for such maintenance incurred by the Association shall be reimbursed to the Association by the owner.

(CC&R's Article VIII 8.2)

The Board of Directors shall also see to it that "no noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of inoperable vehicles, car parts and appliances, or activities, shall be permitted on any **Unit**, **Lot** or other portion of the Property, including the Common Areas and Limited Common Areas, nor shall anything be done in or placed upon any Common Area or Limited Common Area which interferes with or jeopardizes the enjoyment of other **Units** and/or **Lots** or which is a source of annoyance to residents."

(CC&R's Article V 5.1.3)

OTHER SPECIFIC MAINTENANCE ISSUES

(1) Architectural Issues: "Residents shall not alter the outside of any Unit or structure, nor add any screen door, outside blind, or outside carpeting, tile, etc. without the prior approval of the Board of Directors....Outdoor decor and window coverings must conform to the rest of the premises. Painting of front doors must be one of the approved Board of Directors colors.. "

Rules and Regulations 8.3)

(2) Area Modification Issues: "Residents shall not make any modifications to the Common Areas, the Limited Common Areas (which includes balconies and patios), or any landscaping (which includes all grass areas, shrubs, bushes, and trees around **Units** and **Townhomes**) without prior approval of the Board of Directors. *(Rules and Regulations 8.4)*

(3) Lawn and Garden Maintenance Issues: "...Lawns and gardens are to be maintained by the Association. However, any Board approved Homeowner garden, grow box, change in grass, or maintenance, becomes the responsibility of the Resident. If care is not then given by the Resident, the Association may have the maintenance work performed or may place such areas back to their original status charging all costs to the homeowner." *(Rules and Regulations 8.5)*

(4) Water Pressure Issues: The HOA has no control of the incoming water pressure from the City. Further, because both our household and sprinkler lines emanate from the same incoming line with no separate meter to each **Unit**, it is impossible for the HOA to access and control individual household lines. As a result each homeowner must be responsible to maintain proper water pressure within his or her own **Unit**. The way to accomplish that is to have a pressure regulator installed inside the **Unit** on its incoming line. The City water pressure to Willow Run varies at times, but has been recently tested in some areas as high as 120 lbs, According to City water managers, household pressure should not exceed 70-80 lbs, above which damage may occur to **Unit** water lines, faucets, water heaters, etc. The Board has therefore previously encouraged and continues to encourage all homeowners to check their water pressure periodically and to have a pressure regulator installed inside their **Unit** if pressure rises above 70-80 lbs.. A water pressure gauge may be borrowed from the Association to check water pressure inside your **Unit**.

(5) A and J building Water Leak Issues: During the last couple years several lower level **Units** in the A and J buildings have experienced significant damage from water leaks in their ceilings. Cases have pointed to broken pipe connections and leaking seals around bathtubs, showers

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toilets, sinks, water heaters, and the drain for air conditioning condensation in upper level **Units**. As homeowners we have agreed to the terms of our CC&R's which hold us responsible to maintain our **Units** "in good repair so as not to interfere with other **Units**". The Board is therefore asking all upper level **Unit** homeowners in the A and J buildings to please make a special effort ASAP to re-check and repair if necessary any pipe connections and seals that may be suspect to leaking. Unfortunately we just had another casualty only a few days ago. Your help is critical and will be greatly appreciated. Thank You.

(6) Shut-Off Valve Issues: A reminder that it may be very helpful in avoiding water problems if the **Unit** shut-off valve is turned off whenever vacating the **Unit** for an extended period of time.

(7) Tree Issues: Many of our trees are now over 30 years old and have grown so big and tall they are causing danger from large heavy limbs breaking off, damage from limbs disrupting tiles on roofs allowing water inside, and from roots uprooting walls, the sprinkler system, sidewalks, and even **Units** themselves. The Board is aggressively pursuing a program of pruning and removal as funds permit. If you know of a problem please let us know.

(8) Pet Issues: We have a major problem with pet droppings around our property and with not keeping pets on leashes. As a consequence we are having to use funds from our dues to constantly clean up around. Both the St. George City Ordinance and our Rules and Regulations state: "all dogs must be on a leash and under. . .control at all times, ...are forbidden on the tennis court or in the pool areas, clubhouse, or children's play area. Owners are responsible for cleaning up any droppings, ...and no animal shall be permitted to cause any noise or disturbance".

Rules and Regulations 7.1 - 7.5.2

(9) Insurance Coverage Issues: Our CC&R's state: "The Association shall obtain and maintain, to the extent reasonably available, the following types of insurance:

- (a) a public general liability insurance policy covering the Association, its officers, Board members and managing agents having at least a One Million Dollar limit,
- (b) a Fidelity bond or bonds covering all Board members, officers, employees and other persons handling or responsible for the funds of, or administered by, the Association,
- (c) a "blanket" or "master" policy for Property and casualty insurance, including protection against loss or damage by fire and other extended coverage period, for the full replacement value of the entire Property. *The Association shall provide notice to each Owner of that owner's obligation for the association's policy deductible, presently \$10,000."*

(CC&R's Article X 10.1 - 10.2)

The Board continues to strongly recommend each Owner secure a separate policy not only for their personal liability and belongings, but also to include the \$10,000 HOA policy deductible..

The above explanations are all either direct quotes from or references to our governing documents, or suggestions from our Board of Directors. I encourage you to visit www.hoaliving.com to review our governing documents in more detail. They include: (1)rules and Regulations, (2)5 Plat Maps, (3)CC&Rs, (4)By Laws, (5)Restated Articles of Incorporation, (6)Notice of Assessment and Notice of Reinvestment Fee Covenant, (7)Delinquent Policy, (8) Joint Use And Operations Agreement, (9)Key FOB Agreement, and (10)front door colors.

You can also respond with comments or ask questions at willowrun@hoaliving.com or by contacting either myself or Ryan Butterfield at FCS (435-627-1776).

Best Wishes and stay safe ! Rob, HOA President