

# Treehaven Homeowners Association

## Maintenance and Parking Policy Pursuant to C.R.S. §38-33.3-209.S(1)(b)(IV)

BE IT RESOLVED, the Association hereby adopts the following procedures to be followed for enforcing policies rules and regulations and other governing document of the Association.

### 1. Scope:

To adopt a Maintenance and Parking Policy outlining procedures to be followed for enforcing the Associations Declaration and other governing documents.

### 2. Specifics:

#### I. List of maintenance items that Owners in the Association are responsible for:

- a. **Pest mitigation:** Inside the units, as well as within 15 feet of the exterior of their units.
- b. **Fences:** If a fence is shared between two units, the Owners of both units are responsible for all maintenance expenses and are shared equally. If an Owner of a unit refuses to share in the expenses of the shared fence or screen, the impacted Owner shall notify the Association and the work can be completed and the non-cooperative Owner's ledger will be billed for their half of the expenses.
- c. **Exterior lights and lighting.** All exterior lights shall be veiled as to reduce direct glare.
- d. **Concrete and cemented walkways:** including the driveways, stoops, decks, porches or sidewalks located within the building envelope of the property.
- e. **Cooling and Heating Systems:** including both evaporative and HVAC systems.
- f. **Windows and Doors:** including skylights, screens and/or any item of egress.
- g. **Snow Removal:** including any/all sidewalks in front or appurtenant to driveways. Ice shall not build up at any time and only concrete-safe ice-melt shall be used in the Association.
- h. **Roofs:** normal wear and tear, including aging shingles, leaks or penetrations must be repaired by the Owner in a timely manner.
- 1... **Exteriors:** including stucco, siding, fascia, soffit and trim must be maintained by the Owner to reduce damage/s to the homes.
  - i. **Paint:** only Lifetime Duration Paint from Sherwin Williams is approved for exterior surfaces.
  11. **Color/s:** All exterior colors shall be earth-tones or desert-tones and must first be approved by the Board of Directors.

- J. **Gutters:** Open or exposed gutters must be cleaned at least once a year and preferably in the late fall after the majority of the leaves have fallen, but ultimately, as needed
  - i. For those with covers on their gutters, it is recommended to have a tech inspect excess debris in the gutters every other year.

## II. List of maintenance items that the Association is responsible for:

- a. **Common/HOA Fences:** See the attached Association Fence Map. The Association shall maintain all HOA fences held in common.
- b. **Roofs:** If there is a catastrophic weather event covered by the Association's Master Insurance Policy, such as hail, tornado/wind or other event, the Association shall be responsible for repairing/replacing the roofs or exterior-damaged elements.
- c. **Snow Removal:** all sidewalks not appurtenant to Owner driveways. These may be City of Grand Junction walkways that the Association is responsible for.
- d. **Irrigation Systems:** including main, water lines, sprinkler heads or anything association with the HOA's main watering system.
- e. **Landscaping:** the mowing of lawns, weed abatement, shrub trimming and tree care. Tree care includes annual trimming, pest mitigation and soil injections and topical sprays as needed/directed.
- f. **Asphalt:** The City of Grand Junction is responsible for the street and cul-de-sac repairs.
  - i. If crack-sealing or sealcoating is needed and the City is not responding to requests in a timely manner, the Board can call for a Special Meeting to pay for these repairs if sixty-seven (67) percent of the Owners approve of the repairs and paid through a Special Assessment, in accordance with Article III, Section 4.

## III. Parking in the Association

- a. **Guest Parking:** There is guest parking in the center of the cul-de-sac on Treehaven Ct.
  - i. Guest Parking is limited to three (3) days per month. It is not additional parking for Owners in the Association.
  - 11. Techs, vendors, contractors and other workers performing services in the Association can park in these spaces as needed.
  - 111. If family or friends are visiting longer than three (3) days, the Owner of the unit must first obtain permission from the Board if said guests plan on parking in Guest Parking longer than three (3) days.

#### IV. The Association's Right to Enforce Exterior Maintenance

- a. In accordance with the Association's Declaration of Covenants, Conditions and Restrictions, Article II, Section 4, (g), (ii); Article III, Section 1; Article IV, Section 2; Article V, Section 1:
  - i. The Board has the right to make exterior repairs to any limited or common elements.
  11. If an Owner who has been notified of a Maintenance Violation does not respond after 14 days, the Board shall approve repairs, the Owner shall be fined, and the cost of repairs added to the Owner's ledger.

#### V. Violations

- a. May be observed by the Board of Directors, the management company, a committee member or reported via written correspondence through e-mail, fax, or mail service. The complaint must state specifically the violation observed, as well as a picture of the violation, and include who the violating party was, what was observed, the date, place and time of the violation and any other pertinent information such as license plate numbers etc.

If full details are not provided with a complaint, further action beyond additional observation may not be made. The Board will investigate the complaint further and will make additional observations if required.

If a complaint is found to be in violation of a municipal code, the complaint will be forwarded to the appropriate authorities.

If a violation or maintenance issue is found and documented the following actions will be taken:

- A letter and photo will be sent to the owner (and tenant if it is known that the unit is being used as a rental) stating that a violation has occurred while referring them to the governing documents which appear to be in violation. This letter will allow the unit owner to forward documentation if they believe the violation did not occur. The unit owner will have 14 days to respond to the letter or to correct the violation.
- If the violation is still observed after 14 days, a second letter will be sent to the Owner (and tenant if it is known that the unit is being used as a rental) stating that a fine of \$50.00 has been added to the Owners account. The unit owner will have 7 days to correct the violation or request a hearing with the Board (see Dispute Resolution Policy for specifics)
- If at the hearing it is found that the violation did (does) occur, the Owner will be charged fine from the 14<sup>th</sup> day after the date of the second letter. The Association will charge \$50.00 per occurrence for all Maintenance and Parking Policy non-compliance issues.

- If a hearing is not requested by the owner within 7 days of the second violation letter, fines of \$50 per day, per occurrence will continue until the documented violation is corrected.
- It is the responsibility of the Owner to notify the Board that a violation has been rectified.
- The BODs can also give the member 14 days' notice that if the violation is not corrected, the HOA will fix the issue and charge the member directly for all associated costs to remedy the issue, as well as issue a fine for non-compliance, in accordance with Section V of this Policy.

Owners are responsible for any fines that may be levied against their property due to non-compliance of their tenants.

Non-payment of fines will fall under the Dues Collection Policy.

Voting rights will be suspended for any Owner who is or has been in violation of the CC&R's in the previous thirty (30) days.

- 3. Definitions:** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning therein.
- 4. Supplement to Law:** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
- 5. Deviations:** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
- 6. Amendment:** The Board of Directors may amend this procedure from time to time.

**President's Certification:** The undersigned, being the President of the Association, certifies that the Board of Directors of the Association adopted the foregoing resolution and in witness thereof, the undersigned has subscribed his/her name.

**Treehaven Homeowners Association**

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President

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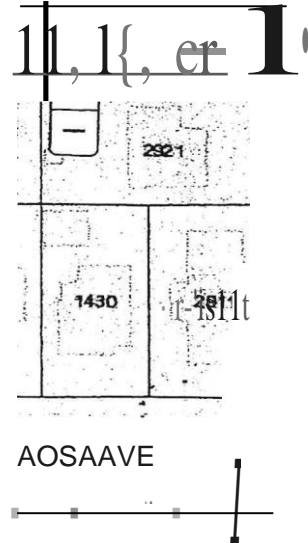


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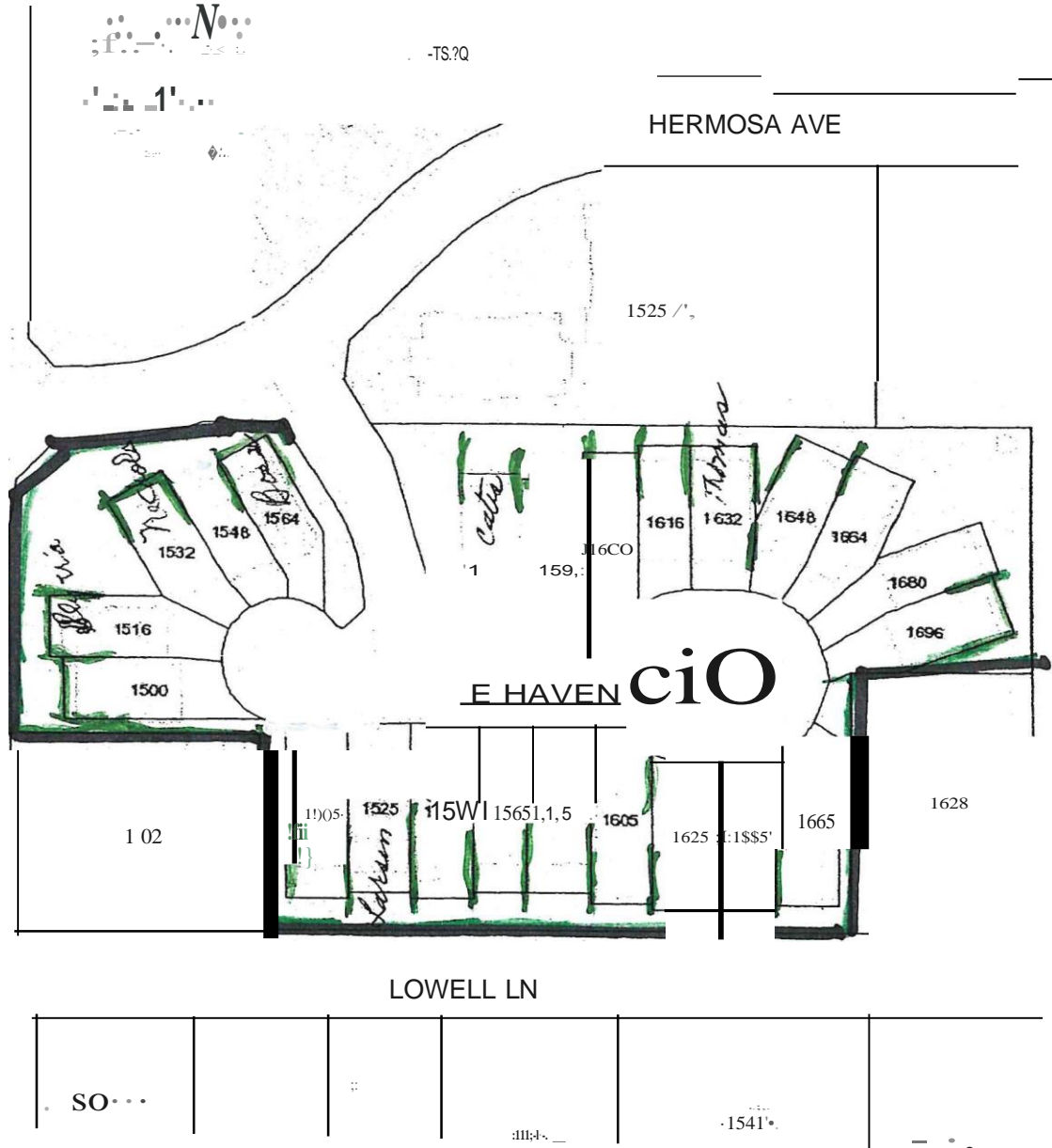
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