

MAINTENANCE GUIDE
FOR
VENTANA HOMEOWNERS ASSOCIATION
BASED ON THE CONDOMINIUM DECLARATION (CC&Rs)**
(Updated March 2024)



**** NOTE:** This Maintenance Guide is intended for reference only and as a convenient guide for the Unit Owners. It does not establish legal obligations and is not a legal document. The Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions and Restrictions for Ventana Condominiums, which is recorded as Document No. 1984-0242844, official records of the Maricopa County Recorder, State of Arizona, and any amendments thereto (the “CC&Rs”), is the legal contract between the Association and the Unit Owners. Also, note that this Maintenance Guide only refers to the obligations included in the CC&Rs. There can be other legal reasons that would form a basis for the Association or a Unit Owner to be held responsible for maintenance, repair, replacement, and/or reimbursement for the cost of same (e.g., by common law such as negligence), other than as set forth in the CC&Rs.

Item	Classification	Maintenance Responsibility¹	Maintenance Description	Who Pays?²
Appliances within the unit (e.g., dishwasher, laundry, refrigerator, microwave, oven, stove, etc.) CC&Rs § 12 Bylaws Article VI § 3	UNIT	OWNER	OWNER shall maintain, repair and replace all portions of the Owner's Unit	OWNER
Balconies CC&Rs § 6.2	LIMITED COMMON ELEMENT³	OWNER	OWNER shall be solely responsible to maintain the balcony(ies) for the Owner's Unit.	OWNER
		ASSOCIATION	ASSOCIATION shall be responsible to repair or replace the balconies. This includes the structural components of the balconies, the floor slabs and the walls, except for any Party Walls.	ASSOCIATION⁴
Cabinets, counters, toilets, showers, sinks, and other built-in fixtures CC&Rs § 12 Bylaws Article VI § 3	UNIT	OWNER	OWNER shall maintain, repair and replace all portions of the Owner's Unit	OWNER
Chutes, flues, pipes, ducts, wires, conduits, or other fixtures servicing more than one unit CC&Rs § 12	Inside or Outside the Unit	COMMON ELEMENT	ASSOCIATION shall maintain, repair, and replace all Common Elements.	ASSOCIATION
Chutes, flues, pipes, ducts, wires, conduits, or other fixtures servicing only one unit CC&Rs § 12	Inside the Unit	UNIT	OWNER shall maintain, repair, and replace all portions of the Owner's Unit	OWNER
	Outside the Unit	LIMITED COMMON ELEMENT	OWNER shall maintain, repair, and replace all utilities that exclusively serve the Unit	OWNER
Common Facilities/Amenities CC&Rs § 12	COMMON ELEMENT	ASSOCIATION	ASSOCIATION shall maintain, repair, and replace all Common Facilities/Amenities including the pool, spa, etc.	ASSOCIATION
Doors Bylaws Article VI § 3	LIMITED COMMON ELEMENT	OWNER	OWNER shall maintain, repair, and replace all doors to the Owner's Unit, including entry, patio and balcony doors, and security doors, as well as the door frame, trim, threshold, hardware, and all other components of the doors.	OWNER
Fireplace or Firebox CC&Rs § 12	UNIT	OWNER	OWNER shall maintain, repair and replace all portions of the Owner's Unit	OWNER
Electrical and plumbing fixtures (e.g., light switches, ceiling fans, faucets, etc.) within each Unit CC&Rs § 12	UNIT	OWNER	OWNER shall maintain, repair and replace all portions of the Owner's Unit.	OWNER
Entry Gates CC&Rs § 12	COMMON ELEMENT	ASSOCIATION	ASSOCIATION shall maintain, repair, and replace all Common Elements	ASSOCIATION
Exterior Building Walls CC&Rs § 12	COMMON ELEMENT	ASSOCIATION	ASSOCIATION shall maintain, repair, and replace all Common Elements	ASSOCIATION
Exterior Lighting (other than patio or balcony lighting) CC&Rs § 12	COMMON ELEMENT	ASSOCIATION	ASSOCIATION shall maintain, repair, and replace all Common Elements	ASSOCIATION
Floors – finished surface (carpet, tile, wood, etc.) CC&Rs § 12	UNIT	OWNER	OWNER shall maintain, repair and replace all portions of the Owner's Unit.	OWNER
Floor slabs (Unit, patio) and sub-floor between Units CC&Rs § 12	COMMON ELEMENT	ASSOCIATION	ASSOCIATION shall maintain, repair, and replace all Common Elements	ASSOCIATION

Item		Classification	Maintenance Responsibility ¹	Maintenance Description	Who Pays? ²
Ground Floor Entry to Second Floor Units CC&Rs § 6.3		LIMITED COMMON ELEMENT	OWNER	OWNER of the second floor unit shall maintain the ground floor entry and stairway used to access the Unit	OWNER
			ASSOCIATION	ASSOCIATION shall be responsible to repair or replace the ground floor entry and stairway used to access the Unit. This includes the structural components, the floor slabs and the walls, except for any Party Walls.	ASSOCIATION
Heating and Air Conditioning Unit for each Unit CC&Rs § 12		LIMITED COMMON ELEMENT	OWNER	OWNER shall maintain, repair, and replace the heating and air conditioning unit for the Owner's Unit, wherever located	OWNER
Individual electrical and plumbing meters for each Unit CC&Rs § 12		LIMITED COMMON ELEMENT	OWNER	OWNER shall maintain, repair, and replace the utility meters for the Owner's Unit, wherever located	OWNER
Interior Unit Walls CC&Rs § 12		UNIT	OWNER	OWNER shall maintain, repair and replace all portions of the Owner's Unit including the lath, furring, wallboard, plasterboard, drywall, and finished materials for the interior Unit walls	OWNER
Landscaping CC&Rs § 12		COMMON ELEMENT	ASSOCIATION	ASSOCIATION shall maintain, repair, and replace all landscaping located on the Common Elements.	ASSOCIATION
		LIMITED COMMON ELEMENT	OWNER	OWNER shall maintain and replace the plants, shrubs, flowers, and other landscaping installed on the patio adjoining the Owner's Unit	OWNER
Laundry Rooms CC&Rs §§ 1.4, 12		COMMON ELEMENT	ASSOCIATION	ASSOCIATION shall maintain, repair, and replace all Common Elements	ASSOCIATION
Mechanical Rooms CC&Rs § 1.4, 12		COMMON ELEMENT	ASSOCIATION	ASSOCIATION shall maintain, repair, and replace all Common Elements	ASSOCIATION
Parking CC&Rs § 12	Owner Designated Parking Spaces	LIMITED COMMON ELEMENT	ASSOCIATION	ASSOCIATION shall maintain, repair, and replace those Limited Common Elements that Owners are not required to maintain	ASSOCIATION
	Guest Parking Spaces	COMMON ELEMENT	ASSOCIATION	ASSOCIATION shall maintain, repair and replace the Common Elements.	ASSOCIATION
Party Walls (any wall between two Units, including patio and balcony walls) CC&Rs § 19		LIMITED COMMON ELEMENT	OWNER	OWNERS of adjoining Units are jointly responsible to maintain, repair, and replace their party walls ⁵	OWNER
Patios CC&Rs § 6.2, 12		LIMITED COMMON ELEMENT	OWNER	OWNER shall be solely responsible to maintain the patio(s) for the Owner's Unit.	OWNER
			ASSOCIATION	ASSOCIATION shall be responsible to repair or replace the patios. This includes the structural components of the patios, the floor slabs and the walls, except for any Party Walls.	ASSOCIATION
Pest Control CC&Rs § 12	Outside the Unit	COMMON ELEMENT	ASSOCIATION	ASSOCIATION shall maintain, repair, and replace all Common Elements	ASSOCIATION
	Inside the Unit	UNIT	OWNER	OWNER shall maintain, repair and replace all portions of the Owner's Unit	OWNER
Pony Walls / HVAC Surrounds CC&Rs § 12		COMMON ELEMENT	ASSOCIATION	ASSOCIATION shall maintain, repair, and replace all Common Elements	ASSOCIATION ⁶

Item		Classification	Maintenance Responsibility ¹	Maintenance Description	Who Pays? ²
Roofs CC&Rs §§ 12, 22		COMMON ELEMENT	ASSOCIATION	ASSOCIATION shall maintain, repair, and replace all Common Elements.	ASSOCIATION
Skylights CC&Rs § 12		UNIT	OWNER	OWNER shall maintain, repair and replace all portions of the Owner's Unit	OWNER
Storage Rooms CC&Rs §§ 1.4, 12		COMMON ELEMENT	ASSOCIATION	ASSOCIATION shall maintain, repair, and replace all Common Elements	ASSOCIATION
Water Heater serving only one unit CC&Rs § 12	Inside the Unit	UNIT	OWNER	OWNER shall maintain, repair, and replace all portions of the Owner's Unit	OWNER
	Outside the Unit	LIMITED COMMON ELEMENT	OWNER	OWNER shall maintain, repair, and replace all utilities that exclusively serve the Unit	OWNER
Windows Bylaws Article VI § 3		LIMITED COMMON ELEMENT	OWNER	OWNER shall maintain, repair, and replace all windows to the Owner's Unit, including the window frame, trim, glazing, sashes, sills, hardware, and all other components of the windows	OWNER

INSURANCE COVERAGE

Coverage	Responsible Insured	Scope of Coverage	Amount of Coverage	CC&Rs Section
Casualty Insurance	ASSOCIATION	Common Elements	An amount equal to 100% of the current replacement cost of the insured property, exclusive of land, foundations, excavations, and other items normally excluded.	CC&Rs § 9.1
		Units, but only original specifications, and excluding additions, alterations, and improvements supplied or installed by Unit Owners and furniture, furnishings, or other personal property of Unit Owners or other occupants		
	OWNER	Owner discretion: The Association recommends Owners obtain insurance covering all additions, alterations, and improvements, whether installed by the current or a former owner, and all furniture, furnishings, and other personal property in the Unit or elsewhere on the property.	To be determined by the each Owner.	CC&Rs § 9.5
Public Liability and Property Damage Insurance	ASSOCIATION	Covering bodily injury liability, property damage liability, and automobile bodily injury and property damage liability.	Limit not less than \$1,000,000 per injury and occurrence with respect to bodily injury liability and property damage liability.	CC&Rs § 9.2
	OWNER	Owner discretion: The Association recommends Owners obtain insurance covering the Owner's liability for death, bodily injury, and property damage arising out of the ownership, maintenance or use of the Owner's Unit	To be determined by the each Owner.	CC&Rs § 9.5
Directors' and Officers' Liability	ASSOCIATION	Covering all directors and officers of the Association and naming the managing agent of the Association as an additional insured	Minimum of \$1,000,000	CC&Rs § 9.7
Worker's Compensation and Employer's Liability	ASSOCIATION	In the event the Association hires employees, it must obtain worker's compensation and employer's	As required by Arizona law.	CC&Rs § 9.3

Coverage	Responsible Insured	Scope of Coverage	Amount of Coverage	CC&Rs Section
		liability coverage to the extent necessary to comply with Arizona law		
Flood Insurance	ASSOCIATION	If the Association falls within a flood zone	As required by Arizona law.	CC&Rs § 9
Fidelity Bonds	ASSOCIATION	For all officers, directors, trustees and employees of the Association, and all other persons or entities, including the officers, employees and agents of any professional manager for the Association, handling or responsible for the Association's funds.	In an amount not less than 150% of the Association's estimated annual budget from time to time.	CC&Rs § 9.4
Umbrella Liability Insurance	ASSOCIATION	Providing "follow form" coverage in excess of the primary liability insurance	In an amount to be determined by the Board	CC&Rs § 9.5

¹ Under Article VI, Section 3 of the CC&Rs, if an Owner fails to maintain or repair any part of the Owner's Unit, the Association may, after 30 days' advance notice to the Owner, perform the work necessary and assess the cost to the responsible Owner.

² Under Section 12 of the CC&Rs, if the willful or negligent act of an Owner or someone for whom the Owner is responsible (e.g., a family member or guest) damages the Common Elements or another Unit, or maintenance, repairs or replacements are required that would otherwise be a Common Expense, then the Owner is responsible to pay for the damage and reimburse the Association the Common Expense.

³ Limited Common Element has the same meaning as Restricted Common Element, as used in the CC&Rs.

⁴ In accordance with Arizona law, at A.R.S. § 33-1255(c), the Association will assess any Common Expense incurred in connection with maintaining, repairing or replacing a Limited Common Element to the Unit to which the Limited Common Element is assigned.

⁵ Under Section 19 of the CC&Rs, if an Owner or someone for whom the Owner is responsible, damages or destroys a Party Wall, then the Owner is responsible to repair or rebuild the Party wall at the Owner's sole cost.

⁶ In accordance with Arizona law, at A.R.S. § 33-1255(c), the Association will assess the cost of removing these walls to the Owner requesting the removal unless the Owner provides documentation showing that the wall must be removed to allow for proper functioning of a new and larger HVAC unit. Documentation includes, among other things, manufacture specifications for the new HVAC unit showing minimum airflow requirements and the size of the new HVAC unit compared to the size of the location where the new HVAC unit will be installed.