

MAINTENANCE GUIDE  
FOR COSTA DEL SOL CONDOMINIUMS MAINTENANCE CORPORATION  
BASED ON THE  
CONDOMINIUM DECLARATION FOR COSTA DEL SOL CONDOMINIUMS\*\*

March 2020

**\*\* NOTE:** This Maintenance Guide from the Board of Directors of the Association is intended for reference only as a convenient guide for the homeowners. It does not establish legal obligations and is not a legal document. The Condominium Declaration for Costa Del Sol Condominiums (the “CC&Rs” or “Declaration”) is the legal contract between the Association and the Owners. Also, this Maintenance Guide only refers to the obligations under the Declaration. There can be other legal reasons that would form a basis for the Association or the Owners to be held responsible for repair, maintenance, replacement, and/or reimbursement for the cost of same (i.e., by common law such as negligence).

1 MAINTENANCE GUIDE  
FOR COSTA DEL SOL CONDOMINIUMS MAINTENANCE CORPORATION

Item	Maintenance Responsibility	Maintenance Description	Party Responsible for Cost
All openings and outlets for all utility installations in the Unit <sup>1</sup>	Unit Owner	Unit Owner shall maintain, repair, and replace these items  <i>See Article 2, Section 2.5 and Article 5, Section 5.2</i>	Each Unit Owner shall maintain, repair, and replace, at his or her own expense, all portions of the Unit  <i>See Article 5, Section 5.2</i>
All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and other materials as part of finished surfaces of the walls or floors in the Units	Unit Owner	Unit Owner shall maintain, repair, and replace these items  <i>See Article 2, Section 2.5 and Article 5, Section 5.2</i>	Each Unit Owner shall maintain, repair, and replace, at his or her own expense, all portions of the Unit  <i>See Article 5, Section 5.2</i>

<sup>1</sup> Unit boundaries are as follows: (a) the vertical boundaries are the interior unfinished surfaces (*for example*, the studs of the unit) of the perimeter walls, doors, and windows of the Unit; (b) the lower horizontal boundary is the unfinished floor (*for example*, the subfloor) of the lowest level of the Unit; and (c) the upper horizontal boundary is the unfinished ceiling (*for example*, the studs) of the Unit. *Article 2, Section 2.5.1*

2 MAINTENANCE GUIDE

Item	Maintenance Responsibility	Maintenance Description	Party Responsible for Cost
<p>Other portions of walls and floor, not included in the list immediately above, but which serve a single Unit or more than a single Unit but less than all Units</p>	<p>Association</p>	<p>The Association shall inspect, maintain, repair, and replace all Common Elements</p> <p><i>See Article 1, Section 1.30, Article 2, Section 2.8, and Article 5, Section 5.1</i></p>	<p>Each Unit Owner shall be responsible for reimbursing the Association for the cost of the maintenance, repair, and replacement of all Limited Common Elements allocated to his or her Unit</p> <p><i>See Article 5, Section 5.2</i></p>
<p>All spaces, interior partitions, and other fixtures and improvements (including chutes, flues, wires, conduits, heating and air conditioning unit, hot water heaters, cable television, sewer and electric pipes, lines or meters) within the Unit and serving only that Unit</p>	<p>Unit Owner</p>	<p>Unit Owner shall maintain, repair, and replace these items</p> <p><i>See Article 2, Section 2.5 and Article 5, Section 5.2</i></p>	<p>Each Unit Owner shall maintain, repair, and replace, at his or her own expense, all portions of the Unit</p> <p><i>See Article 5, Section 5.2</i></p>

3 MAINTENANCE GUIDE  
FOR COSTA DEL SOL CONDOMINIUMS MAINTENANCE CORPORATION

Item	Maintenance Responsibility	Maintenance Description	Party Responsible for Cost
<p>All spaces, interior partitions, and other fixtures and improvements (including chutes, flues, pipes, ducts, wires, conduits, bearing walls, bearing columns, heating and air conditioning unit, hot water heaters, natural gas, cable television, skylines, and water and electric pipes, lines, or meters): 1) within the Unit but serving more than one Unit or 2) those same fixtures and improvements located outside of a Unit</p>	<p>Association</p>	<p>The Association shall inspect, maintain, repair, and replace all Common Elements</p> <p><i>See Article 1, Section 1.30, Article 2, Section 2.5 and 2.8, and Article 5, Section 5.1</i></p>	<p>Each Unit Owner shall be responsible for reimbursing the Association for the cost of the maintenance, repair, and replacement of all Limited Common Elements allocated to his or her Unit</p> <p><i>See Article 5, Section 5.2</i></p>

4 MAINTENANCE GUIDE  
FOR COSTA DEL SOL CONDOMINIUMS MAINTENANCE CORPORATION

Item	Maintenance Responsibility	Maintenance Description	Party Responsible for Cost
Interior of the Balcony <sup>2</sup>	Unit Owner	<p>Each Unit Owner shall be responsible for maintaining the interior of the Balcony allocated to the Unit as a Limited Common Element in a good, clean, and sanitary condition</p> <p><i>See Article 2, Section 2.8 and Article 5, Section 5.2</i></p>	<p>Each Unit Owner shall be responsible for reimbursing the Association for the cost of the maintenance, repair, and replacement of all Limited Common Elements allocated to his or her Unit</p> <p><i>See Article 5, Section 5.2 and A.R.S. § 33-1255(C)</i></p>

<sup>2</sup> Boundaries of the Balcony allocated to the Unit are as follows:

- (i) the lower boundary (a.k.a. the floor) shall be the unfinished floor (for example, the subflooring) of the Balcony,
- (ii) the upper boundary (a.k.a. the ceiling) shall be the unfinished ceiling (for example, the studs) of the Balcony or, to the extent there is no ceiling, the unfinished ceiling of the interior of the Unit; and
- (iii) the vertical boundaries (a.k.a. the four sides going up and down) shall be vertical planes corresponding to the exterior wall of the Building and the inside surface of the three sides of the railing of the Balcony extended to the upper and lower boundaries. *Article 2, Section 2.8.1(c)*

5 MAINTENANCE GUIDE

FOR COSTA DEL SOL CONDOMINIUMS MAINTENANCE CORPORATION

Item	Maintenance Responsibility	Maintenance Description	Party Responsible for Cost
Balcony beyond keeping in good, clean, and sanitary condition	Association	<p>The Association shall inspect, maintain, repair, and replace all Common Elements</p> <p><i>See Article 1, Section 1.30, Article 2, Section 2.8, and Article 5, Section 5.1 and 5.2</i></p>	<p>Each Unit Owner shall be responsible for reimbursing the Association for the cost of the maintenance, repair, and replacement of all Limited Common Elements allocated to his or her Unit</p> <p><i>See Article 5, Section 5.2</i></p>

Item	Maintenance Responsibility	Maintenance Description	Party Responsible for Cost
<p>Parking Spaces</p>	<p>Association</p>	<p>The Association shall inspect, maintain, repair, and replace all Common Elements</p> <p><i>See Article 1, Section 1.30, Article 2, Section 2.8, and Article 5, Section 5.1 and 5.2</i></p>	<p>Each Unit Owner shall be responsible for reimbursing the Association for the cost of the maintenance, repair, and replacement of all Limited Common Elements allocated to his or her Unit</p> <p><i>See Article 5, Section 5.2</i></p>
<p>Shutters, awnings, window boxes, doorsteps, exterior doors, and exterior windows and other similar fixtures</p>	<p>Association</p>	<p>The Association shall inspect, maintain, repair, and replace all Common Elements</p> <p><i>See Article 1, Section 1.30, Article 2, Section 2.8, and Article 5, Section 5.1 and 5.2</i></p>	<p>Each Unit Owner shall be responsible for reimbursing the Association for the cost of the maintenance, repair, and replacement of all Limited Common Elements allocated to his or her Unit</p> <p><i>See Article 5, Section 5.2</i></p>

<b>Item</b>	<b>Maintenance Responsibility</b>	<b>Maintenance Description</b>	<b>Party Responsible for Cost</b>
Pest Control in the Unit	Unit Owner	Each Unit Owner shall perform pest control in his or her Unit as may be necessary  <i>See Article 4, Section 4.6</i>	Each Unit Owner shall maintain, repair, and replace, at his or her own expense, all portions of the Unit  <i>See Article 5, Section 5.2</i>
Additions, alterations and improvements made by a Unit Owner to a Unit from and after their date of installation or construction	Unit Owner	The Unit Owner shall be solely responsible for the maintenance, repair, and insurance of these items  <i>See Article 4, Section 4.3.5</i>	Each Unit Owner shall maintain, repair, and replace, at his or her own expense, all portions of the Unit  <i>See Article 5, Section 5.2</i>



Item	Maintenance Responsibility	Maintenance Description	Party Responsible for Cost
HVAC System	Unit Owner	<p>The Unit Owner shall cause the HVAC System to be inspected at least annually and promptly make all repairs, maintenance, and replacements by a licensed contractor</p> <p><i>See Article 5, Section 5.2</i></p>	<p>Each Unit Owner shall maintain, repair, and replace, at his or her own expense, all portions of his Unit/ Each Unit Owner shall be responsible for reimbursing the Association for the cost of the maintenance, repair, and replacement of all Limited Common Elements allocated to his or her Unit</p> <p><i>See Article 5, Section 5.2</i></p>

Item	Maintenance Responsibility	Maintenance Description	Party Responsible for Cost
Sewer Facility <sup>3</sup>	Association	The Association shall be responsible for the operation, maintenance, repair, and replacement of the sewer facilities  <i>See Article 5, Section 5.5</i>	Common expenses are costs and expenses incurred by the Association for the cost of operation, repair, and replacement of Common Elements  <i>See Article 1, Section 1.12</i>
Sewer lines and appurtenant facilities which serve only one Unit and which are located within the boundary of a Unit or which are part of the Common Elements but are allocated to the Unit by this Declaration as a Limited Common Element	Association	The Association shall maintain, repair, and replace these items  <i>See Article 5, Section 5.5</i>	The Unit Owner shall be assessed the cost to maintain, repair, and replace these items  <i>See Article 5, Section 5.5</i>

<sup>3</sup> The “Sewer Facility” means all sewer lines and appurtenant facilities within the boundaries of the Condominium, except for: (a) any sewer lines and appurtenant facilities which serve only one Unit and which are located within the boundaries of the Unit or are part of the Common Elements but are allocated to the Unit by this Declaration as a Limited Common Element; and (b) any sewer lines and appurtenant facilities which have been accepted by and are the responsibility of the government or private sewer company. *See Article 5, Section 5.5*

**CERTIFICATE OF PROMULGATION OF  
MAINTENANCE MATRIX**

I, Debbie Tolton, the Association Manager for the Costa Del Sol Condominiums Maintenance Corporation, hereby certify that I sent by mail to all of the Owners of record as of the 24 day of July, 2020, the Maintenance Matrix for the Association, adopted by the Board on the 9 day of July, 2020.

DATED this 24 day of July, 2020.

By:   
Printed Name: Debbie Tolton