

# Rosemount Place Maintenance Committee

## MAINTENANCE COMMITTEE DUTIES AND RESPONSIBILITY

The Board of Directors shall appoint such committees as it deems appropriate in carrying out its purpose. The Maintenance Committee is established and functions at the pleasure of the Board. The committee, when established, is made up of volunteer homeowners. The committee members may select the chairperson of their committee, normally in August, serving for a term of one year. In the event the chairperson is unable or unwilling to meet the responsibilities given to him or her, the Board may replace the chairperson by appointing another committee member to that position.

Responsibilities: Monitor community to ensure all home exteriors, lots and common areas are kept in good repair. It is the committee responsibility to inform the Board of existing and potential maintenance problems and future anticipated maintenance concerns. If regular maintenance does not rectify the problem, committee chair is responsible for notifying Board so that appropriate maintenance or replacement is considered. In addition, the committee shall review rules and HOA bylaws annually, and provide recommendations and reasons for changes.

Members of the Maintenance Committee must comply with restrictions set forth in the CC&Rs and other governing documents

1. The Maintenance Committee is a standing committee
2. All members of the Maintenance Committee must be members in good standing.
3. The Maintenance Committee is a recommending body and that their recommendations may not be approved by the Board and or membership due to other considerations such as cost, timing and other matters with higher priorities.
4. The Maintenance Committee shall review all related governance rules and guidelines.
5. The Maintenance Committee shall endeavor to make fair and reasonable maintenance recommendations to the Executive Board.
6. The Maintenance Committee is responsible for monitoring compliance, and notifying the Board of current and future maintenance concerns.

Areas of concern:

**Maintenance to insure the everyday operation, value and livability of Rosemount Place.**

### Responsibilities

Inspect common area and home's exterior including grounds and structures on a regular basis. Make recommendations to the Board regarding needs for maintenance and replacement. Recommend a calendar of maintenance tasks for the Board. Recommend professional service and call for bids (when directed by the Board). Monitor work of hired professionals and report to the Board.

# **Rosemount Place Maintenance Committee**

## **Common Area and Amenities Maintenance**

The Governing Documents of Rosemount Place grants the power and obligation of the Rosemount Place Owners Association Board of Directors to maintain all common areas and amenities. In 2012 the membership approved the establishment of a reserve fund for the purpose of funding the future Common Area and Amenities maintenance and replacement costs. This funding followed a Reserve Study completed in 2011. This fund was established and funded through a 46% contribution by the Association and a 54% contribution by Merrill Gardens LLC

## **Home Maintenance**

In March of 2012, the membership voted to maintain, repair and replace the exterior of our homes and landscape through an Exterior Home Maintenance Reserve Fund. The items coverage was established and approved by the membership. The Board or its representative is now able to hire reputable professional, contractors and to negotiate a better price. Proper maintenance will substantially increase the life span of our homes and help to prevent costly repairs that could have been avoided. Also, by keeping our homes well maintained, we are doing our part to preserve the overall quality of life in the Rosemount community.

## **Maintenance of Common Area, Homes and Grounds**

It is essentially that a routine schedule for preventive maintenance of the home exterior is conducted; prompt repairs made and maintenance records kept. The art of preventive maintenance involves noticing small problems and fixing them before major ones develop. A structural or mechanical breakdown is usually preceded by a long period of deterioration, which is often neglected because it is not obvious, according to an Apartment House Institute manual on preventive maintenance now being drafted. A piece of machinery that is not lubricated on schedule, for example, will continue to function until a bearing burns out. Similarly, eroded mortar joints may be overlooked until a brick wall buckles. Preventive maintenance does not require a high degree of technical skill on the part of the committee. It is essential, however, that the committee understands what services are needed and arranges for competent service.

These are principal maintenance considerations:

### **Home envelope.**

Look for openings, cracks, signs of wear or things that are different from the last time you looked.

Roofs last from a very brief time to a very long time. When air and moisture bubbles start appearing under felt layers, it is time to have a professional make an inspection.

### **Professional contracts.**

## **Rosemount Place Maintenance Committee**

When the committee members feel that preventive maintenance is beyond their capability, they recommend that the Board hire engineers to establish and implement a program.

No work may be undertaken without prior approval of the Board of Directors. All contractors must meet the requirements of the Joint Use and Maintenance Agreement regarding contractors.

### **Possible Maintenance Services**

- Provide list of possible home maintenance contractors to homeowners (Do not recommend)
- Common area cleaning
- Maintain interior/exterior general maintenance
- Provide entry gate maintenance, retention pond cleaning and maintenance, irrigation system maintenance, security system services
- Perform general maintenance responsibilities
- Order supplies within budget guidelines
- Provide a preventative maintenance program
- Suggest ways of reducing operating costs
- Work with outside contractors to perform work for the Association & maintain service contracts

### **Maintenance and Landscaping (Actual):**

- Confer with the Board members once a month (in person or on the phone)
- Log and track all of the work orders
- Review the work order log with the Chair on a regular basis
- Use licensed & bonded companies/contractors
- Identify problems, research options & submit to Board
- Set specifications for bid work and solicit bids
- Submit bids with recommendations to the Board
- Maintain permanent subcontractor files
- Review and track all maintenance services
- Notify owners of work schedules
- Sign off on satisfactory work
- Code violation notifications as appropriate
- Safety hazard notifications as appropriate
- Weatherization notifications as appropriate

### **Easement for Association.**

The Association, the ACC, the Declarant and its agents, successors and assigns shall have a nonexclusive easement for access to each Lot and to the exterior of any building located therein during reasonable hours as may be necessary for the following purposes:

## **Rosemount Place Maintenance Committee**

- (a) The cleaning, maintenance, repair or replacement of any improvement as provided in Section 7.1 (this easement shall include the reasonable right to entry to the interior of any building, to the extent necessary to perform the work described in Section 7.1).
- (b) The maintenance, repair or replacement of any Common Area accessible from a Lot.
- (c) Emergency repairs necessary to prevent damage to the Common Areas or to another Lot, or the improvements thereon.
- (d) The cleaning, maintenance, repair, or restoration work that the Owner is required to do, but has failed or refused to do.
- (e) All other acts necessary to administer or enforce this Declaration.

Except in an emergency where advance notice is not possible, these easements shall be exercised only after reasonable notice to the Owner.

### **Covenants for Maintenance Assessments.**

- (a) Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to agree to pay to the Association
  - (i) "Annual Assessments" or charges;
  - (ii) "Special Assessments" for capital improvements; and
  - (iii) the one-time assessment described in Section 6.8.
- (b) The Annual and Special Assessments, together with interest, costs and reasonable accounting fees and attorney's fees shall be a charge and a continuing lien upon the Lot against which each Assessment is made. Such lien may be foreclosed by the Association in like manner as a Mortgage on real property.
- (c) Each Assessment, together with interest, costs and reasonable accounting fees and attorney's fees shall also be the personal obligation of the person who is the Owner of the Lot assessed at the time the Assessment comes due and payable. The personal obligation shall not pass to the Owner's successors-in-interest unless expressly assumed by the successor-in-interest. The new Owner shall be personally liable for Assessments that become due and payable on and after the date of sale (e.g., if sold by real estate contract) or transfer of a Lot to the new Owner (e.g., conveyance by deed).

### **Common Amenities.**

Pursuant to the Joint Use and Maintenance Agreement, the Common Areas and related improvements are designated as Common Amenities that are for the joint use and enjoyment of Owners within Rosemount Place and residents, affiliates and agents of Merrill gardens. The Common Amenities are the following:

## **Rosemount Place Maintenance Committee**

- (a) The entry area, entry landscaping, entry gate (and related appurtenances), including any computer system used or useful in operating such entry gate;
- (b) The Private Road (Rosemount Circle) depicted on the Plat of Rosemount Place, and any storm water facilities located on or under that road.
- (c) The storm water drainage facility, storm water detention pond and bio filtration device(s) (together with related appurtenances) situated on Tract A in the Plat of Rosemount Place.
- (d) Any landscaping and any irrigation systems installed within any Common Amenities; and
- (e) Any utility systems (including service or monthly use charges for such systems) service any Common Amenities; and
- (f) Lighting associated with any Common Amenities.

As to the Common amenities, the Association's only obligation shall be to pay its share of the cost of maintenance under the terms of the Joint Use and Maintenance Agreement.