

THE SWISS ALPENHOF PROPERTY OWNERS ASSOCIATION

Rule No. 2017-01 Owner Maintenance Responsibilities

The Swiss Alpenhof Property Owners Association (“Association”) and the members thereof, are required to comply with the requirements set forth in an Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Swiss Alpenhof Planned Unit Development (Including Bylaws) (“Declaration”);

In the best interest of the Association, and pursuant to this Rule 2017-01 and Article VI of the Bylaws of the Association, the Board of Directors hereby sets forth the maintenance responsibilities and obligations of Owners with respect to those areas which have been set aside for the exclusive use of the Owners of individual Units.

The primary purpose of this Rule is to provide a quick reference regarding Owner and Association maintenance responsibilities and to clarify any ambiguities that may exist in understanding the Declaration.

Article VIII of the Declaration states: “Subject to the duties and responsibilities of the Association, maintenance of the Dwelling Area... shall be the responsibility of the Owner(s), who shall maintain such Dwelling in good repair. . . . Each Lot and Dwelling Area shall be maintained so as not to detract from the appearance of the Project and not to adversely affect the value and use of any other Lot.”

1. **OWNER RESPONSIBILITY**: Each Owner shall maintain and keep in good repair his Lot and Dwelling Area, and all components thereof. Said maintenance shall include regular and preventive maintenance and repairs necessary to preserve the appearance and functionality of the Lot and Dwelling Area, together with the appurtenant Limited Common Areas, and Common Areas.

The following are the responsibility of the Owners:

- a. Rain gutters, down spouts and heat cable and like-items are exterior features that do not run continuously from Unit to Unit, and as such, such improvements are interpreted and deemed part of the Owner’s obligations to install, maintain and repair under Section 8.1 of the Declaration.

- b. Any fixture, pipe, conduit or other utility device or apparatus, driveway, walkway, porch and/or deck that services only one Lot shall be the responsibility of that Lot's Owner to maintain pursuant to Section 8.1 of the Declaration.
 - c. Floors, structural elements beneath the Dwelling Area, exterior windows, window frames, doors, door frames, plumbing fixtures, water heaters, heating equipment and air conditioners and other appliances and fixtures in, or connected with, their Dwelling Unit.
 2. The Association is not responsible for the installation of a workable roofing system, which includes functioning rain gutters, downspouts, heat cable and the installations; ~~and~~ consequential damages resulting from either failed installation or maintenance thereof shall be the financial obligation of the respective Owner.

It is inequitable to require that the Association install or maintain such exterior components of dwellings that do not benefit all Owners. Such is not required under the Declaration or Bylaws to be an Association obligation.

3. Owner's maintenance responsibilities shall include, but are not limited to, the following:
 - a. Repair of normal "wear and tear" damage.
 - b. Repair of damages resulting from misuse, carelessness, vandalism, water, snow and ice accumulation, etc.
 - c. Preventive measures necessary to protect an Owner's Lot and abutting Lots from such damage.
 - d. Removal of conditions that may potentially result in such damage to abutting Lots and Units.
 - i. Piles of snow and ice which accumulate on the sidewalks and/or roofs.
 - e. Lateral Public Utilities lines from the main line to an individual unit.
4. Owner(s) are also responsible when failure to maintain their own Lot, results in damages to adjoining Lot(s) and/or Common Areas.
5. Owner shall obtain and maintain Liability and Building Insurance coverage in an amount not less than the Association's Master Policy deductible.
 - a. Affected Owners are responsible for the payment of the insurance deductible if a claim is filed against the Association's policy.

