



Skyline Ridge HOA **DRAFT** Exterior Maintenance Policy

1. Purpose and Scope of This Document

Skyline Ridge Homeowners Association (SRHOA) is a 40-unit townhouse community in the El Diamante II subdivision, Pima County, Arizona, established in 1995. After more than thirty years of operation, the Association has never formally addressed a cluster of closely related maintenance questions: who is responsible for maintaining exterior stucco on walls shared between adjoining units, who owns and maintains the parapet walls rising above each unit's flat roof, how costs are shared when a structural element serves two owners simultaneously, and what liability framework applies when deferred maintenance on a shared element causes damage to one or both units.

This document narrates the analysis that led to the SRHOA Exterior Maintenance Responsibility Matrix (the companion policy resolution) and explains the reasoning behind its key provisions. It is intended to serve as a working paper for the Board of Directors, as background for legal counsel reviewing proposed CC&R amendments, and as a reference for any owner who wants to understand why the new policies were developed and what authority underlies them.

The document proceeds in three parts: first, a review of what the existing governing documents say (and do not say) about exterior maintenance; second, a plain-language explanation of the structural and legal concepts at issue; and third, a description of how the governing documents of two overlapping HOAs — SRHOA and the Skyline Country Club Estates Improvement Association (SCCEIA) — interact to shape the practical approval and enforcement framework.

2. What the Existing Governing Documents Say

2.1 The 1995 SRHOA CC&Rs

The Declaration of Covenants, Conditions and Restrictions for Skyline Ridge was recorded on July 27, 1995. It was drafted for a generic Arizona planned community and, as an honest reading reveals, was written with single-family detached homes more in mind than townhouses with true structural sharing between units. A careful review of the full document finds the following relevant provisions — and, more significantly, the following conspicuous gaps.

What the CC&Rs address

Article I, Section I — Common Area definition. The definition is broad, covering all real property and improvements owned, leased, or controlled by the Association. However, it focuses on land, private roads, and common amenities. Shared party walls and parapets are not mentioned, which creates immediate ambiguity about whether those elements fall inside or outside the Association's maintenance domain.



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Article I, Section T — "Improvements." This definition includes "buildings, fences, walls" broadly. But a definition is not a maintenance assignment. The CC&Rs use the term "Improvements" to describe what exists on lots, not to allocate who maintains what.

Article VIII, Section G — General maintenance obligation. This is the closest the CC&Rs come to a maintenance mandate for individual owners. It states that no property within the Project shall be permitted to fall into disrepair, and that all property shall be kept and maintained in a clean, safe, attractive, and slightly condition. This general "don't let your property deteriorate" clause is useful as an enforcement hook but says nothing specific about stucco, shared walls, parapets, or the allocation of responsibility when two owners share a structure. Critically, it does not tell either owner or the HOA who must act first when a shared element begins to fail.

Article VIII, Section P — Destruction of Improvements. Owners are required to restore damaged improvements, but the section is silent on shared-wall scenarios: if a party wall is damaged, which owner must restore it? The CC&Rs provide no answer.

Article III, Section J — Hazard Insurance. The Association is required to carry casualty and fire insurance on Association Properties. This coverage does not extend to privately owned structures or, by the terms of the CC&Rs, to shared structural elements such as party walls or parapets.

What the CC&Rs are silent on

The gaps in the 1995 CC&Rs are more significant than what they cover. The following subjects are entirely absent:

- Any definition of unit boundaries — where an owner's property ends and the shared structure begins
- Any mention of "party walls," "shared walls," or "common walls" as a legal or structural concept
- Any mention of parapets or roofing as maintained elements
- Any mention of stucco as a surface requiring maintenance or adhering to standards
- Any maintenance matrix, responsibility schedule, or cost-sharing mechanism
- Any allocation of fault-based versus wear-based repair costs for shared elements
- Any pass-through assessment mechanism for repairs benefiting specific units

Bottom line: The CC&Rs were drafted for a generic planned community and assumed detached homes. For a 40-unit townhouse development with shared structural walls and flat-roof parapets, they amount to a blank slate on the most contested maintenance questions. This is both a problem and an opportunity: the Board can fill the gap by policy resolution without waiting for a CC&R amendment, while simultaneously pursuing an amendment to create a permanent, recorded foundation.



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2.2 The SRHOA Design Guidelines (2024)

In 2024, the SRHOA Board exercised its authority under CC&R Article VII to adopt Design Guidelines governing exterior alterations, paint colors, lighting, landscaping, and related matters. This document, though short, contains two provisions that are directly relevant to the exterior maintenance discussion.

First, it establishes specific approved colors for all exterior surfaces: Dunn Edwards Navajo White for exterior stucco and garage doors, Dunn Edwards Stonish Beige for beams, Satin Black for gates and railings, and Desert Tan for roofs. The Board has therefore already exercised its DRC authority to specify what stucco must look like. What it has not done — until now — is tell anyone who is responsible for keeping it that way or when maintenance must occur. The Maintenance Responsibility Matrix closes this gap explicitly.

Second, the Guidelines state that items such as planters and yard art may not be placed in the common areas, including in the cutouts between townhouses. This seemingly minor landscaping rule carries structural significance: it confirms that the Board already treats the interstitial spaces between adjoining units as Common Area subject to Association jurisdiction. That position directly supports HOA authority over the exterior wall faces and parapets bordering those spaces.

2.3 The SCCEIA Master Rules (August 2025)

Skyline Ridge is a sub-association within the larger Skyline Country Club Estates, governed at the master level by the Skyline Country Club Estates Improvement Association (SCCEIA). The SCCEIA General Rules, Design Rules and Construction Rules — most recently revised August 5, 2025 — apply to all lot owners within the Estates, including SRHOA units, and in several respects directly affect how exterior maintenance is approved and enforced.

Two-step approval sequence

The single most operationally important SCCEIA rule for SRHOA maintenance work is Section 4.2.6, which governs sub-association projects: for any projects desired by townhouse or condominium unit owners, plans must first be submitted for approval to the applicable sub-association governing authority, and the written approval from the sub-association must then accompany the submittal to the SCCEIA's Architectural Review Committee (ARC). This means that stucco repairs, parapet work, or any other exterior maintenance that rises to the level of a "project" must clear two sequential review gates — SRHOA DRC approval first, then SCCEIA ARC approval with the SRHOA approval attached. Neither can substitute for the other. The Maintenance Responsibility Matrix builds this two-step sequence into its Section 4.2 procedures.

Project classification and fees

The SCCEIA classifies construction and maintenance projects into tiers with different fee and deposit requirements. Two tiers are relevant here:



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- Hardscape/Landscape Minor (no deposit, submittal form required): includes routine recoating, general lot cleanup, and plant installation. Stucco recoating in the same approved color falls into this category by analogy — no \$5,000 deposit is required, but the owner or the HOA must still file a submittal form with SCCEIA before beginning work.
- Exterior Change (\$5,000 construction compliance deposit plus a non-refundable review fee of 0.5% of project cost): includes any work affecting the exterior of the home, including new roofing, HVAC equipment, and increased elevation. Full roof membrane replacement or significant parapet reconstruction would trigger this higher tier.

Owners replacing roof membranes adjacent to HOA-maintained parapets need to plan for this deposit and coordinate timing with the HOA, since the parapet counterflashing and the roof base flashing must be installed in conjunction.

Construction hour restrictions

SCCEIA Addendum A establishes construction hours that apply to all contractors within the Estates, including those hired by the SRHOA for shared parapet repairs. Summer hours (April 1 – September 30) are Monday through Friday, 6:00 AM to 6:00 PM, with limited Saturday work permitted. Winter hours (October 1 – March 31) are Monday through Friday, 7:00 AM to 6:00 PM. No construction activity is permitted on specified federal holidays. Large trucks over 40 feet in length are prohibited from entering the Estates entirely. The HOA Board must ensure that any contractor selected for shared-wall or parapet work complies with these restrictions and is registered at the SCCEIA gatehouse before beginning.

Independent enforcement authority

Section 2.19 of the SCCEIA Rules gives the master HOA its own independent authority to require exterior maintenance: if the exterior of a lot is not maintained, the owner shall be given written notification, and if no action is taken within the specified period, monetary penalties may be imposed. This provision is significant because it gives SRHOA a second enforcement lever beyond its own CC&Rs. If the SRHOA Board encounters difficulty compelling an owner to maintain their stucco or coordinate a shared-wall repair, the master HOA can act independently on the same violation.



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3. Key Legal and Structural Concepts

3.1 Party Walls and Unit Boundaries

A party wall is a wall whose structural mass — framing, block, concrete masonry unit (CMU), or other material — is shared between two adjoining units. Under Arizona common law and the general principles applicable to planned communities, each owner of an adjoining unit owns to the centerline of a party wall, making both owners tenants in common of the structural core. This has several practical consequences.

First, neither owner can unilaterally damage, alter, or remove the party wall without the consent of the other. Second, the cost of maintaining and repairing the structural core is shared between the two owners unless the damage is attributable to the fault of one party, in which case the at-fault owner bears the full cost. Third, when the two owners cannot agree on a repair that needs to happen, a third party — typically the HOA, acting under its broad authority to maintain community standards — can compel the repair and recover costs through a pass-through assessment mechanism authorized by A.R.S. § 33-1255(C).

The unit boundary is the plane defined by the interior face of the exterior structural substrate — that is, the outermost face of the framing or masonry, not including the stucco finish coat. Everything outward of that plane on a shared wall is either a party wall element (co-owned) or an HOA-maintained Common Area element, depending on configuration. The stucco finish coat applied to each face of a party wall is a Limited Common Element: it is not wholly within a single owner's unit boundary, but it serves primarily that owner's unit. Each owner maintains the stucco finish on their own side.

3.2 Parapets: Where Walls and Roofs Meet

A parapet is a low wall extending above the roofline of a unit, typically forming the perimeter of a flat or low-slope roof. In Skyline Ridge's townhouse configuration, parapets perform three functions simultaneously: they are structural (part of the building's load-bearing or lateral-support system), waterproofing (the cap flashing on top prevents water from entering the wall core), and aesthetic (visible from adjacent units and from the street or common areas).

This triple function is precisely why parapets generate more disputes than almost any other element in flat-roofed townhouse communities. The question of who is responsible depends on which function is at issue — and the 1995 CC&Rs provide no answer for any of them.

The Maintenance Responsibility Matrix resolves this by assigning the structural parapet core, the cap flashing, and the counterflashing at the roof-to-parapet junction to the HOA. This is the defensible position for two reasons. First, a failing parapet affects both adjoining units and the building envelope as a whole, not just the unit that "owns" that wall face. Second, uniform HOA control over parapet maintenance is the only practical way to ensure that all 40 parapets in the



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community are maintained to a consistent standard, preventing the situation where one owner's deferred maintenance causes water intrusion damage to a neighbor.

3.3 The Arizona Waterproofing Problem

Tucson's climate creates a specific maintenance challenge that distinguishes Arizona townhouse communities from those in many other states. The monsoon season — roughly June 15 through September 30 — delivers intense, concentrated rainfall in short periods. In a typical year, the majority of Tucson's annual precipitation falls in less than four months. Flat-roofed structures with parapets are especially vulnerable because: (1) water pools on flat decks rather than running off; (2) cap flashing at the top of parapets is subjected to repeated thermal expansion and contraction throughout the year, eventually cracking or delaminating; and (3) the junction between the roof membrane and the base of the parapet is the single most common point of water intrusion in this building type.

Key risk: Failed cap flashing and failed roof-to-parapet counterflashing are the primary causes of parapet deterioration, interior wall damage, and structural moisture problems in Tucson-area flat-roofed townhouses. In a 30-year-old community where neither element has been maintained under a formal program, the probability of deferred maintenance at one or more units is high. The reserve study called for in Matrix Section 5 should make this assessment its first priority.

Because the waterproofing function of a parapet is indivisible — a gap in the cap flashing does not care which owner's unit it sits above — assigning parapet waterproofing responsibility to the HOA is both logically consistent and practically necessary.

3.4 The Stucco Maintenance Gap

Stucco is the exterior finish system applied to the walls and parapets of Skyline Ridge units. It is a multi-coat cement-based or acrylic-based system: scratch coat, brown coat, and finish coat. The finish coat provides both color and weather resistance. In Arizona's climate, the finish coat typically requires recoating every 10 to 20 years, depending on exposure and UV intensity. Cracks in the stucco finish coat, if left unaddressed, allow moisture to penetrate the underlying coats and eventually reach the structural substrate.

The Board has already established the approved stucco color — Dunn Edwards Navajo White — in the 2024 Design Guidelines. What the community has never had is a mechanism to ensure that owners actually maintain their stucco to that standard on a regular basis. The result, after 30 years, is predictable: variable maintenance across units, color drift as some owners repaint with close-but-not-matching colors, and in some cases stucco deterioration that is visible from common areas and neighboring properties.



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The Maintenance Responsibility Matrix addresses this directly by: (1) confirming the approved color and requiring it to be matched on any recoating or repair; (2) requiring DRC approval before any recoating that would alter the appearance; (3) assigning maintenance responsibility for each wall face to the owner of the adjacent unit, with the HOA responsible for wall faces bordering Common Areas; and (4) giving the Board enforcement authority backed by both SRHOA CC&R Article IX and SCCEIA Section 2.19.

4. The Path to a Policy Resolution

4.1 Why a Board Policy Resolution Rather Than a CC&R Amendment

A formal CC&R amendment under Article XI, Section B(2) of the SRHOA CC&Rs requires execution by two-thirds of Class A members (owners) and recording with the Pima County Recorder. This is the appropriate long-term solution, but it takes time, requires owner outreach and voting, and carries legal drafting costs. A Board Policy Resolution, by contrast, can be adopted at any duly noticed Board meeting by majority vote and takes effect immediately.

The Board has clear authority under the CC&Rs — specifically Articles III and IX — to adopt rules and policies governing maintenance standards and to enforce them. A policy resolution adopted under this authority is binding on all owners, enforceable through the same mechanisms as the CC&Rs themselves, and can be updated by the Board as circumstances evolve. It is the appropriate vehicle for the Maintenance Responsibility Matrix because it fills a gap in the CC&Rs rather than contradicting any existing provision.

The Maintenance Responsibility Matrix is therefore structured as a Board Policy Resolution. The Board should simultaneously engage HOA legal counsel to draft CC&R amendment language that incorporates the Matrix's core provisions into the recorded governing documents, with a target of completing the amendment process within 24 months of the resolution's adoption.

4.2 What the Matrix Covers

The Maintenance Responsibility Matrix (the companion document to this background paper) establishes clear, specific maintenance responsibility for eight categories of exterior elements:

1. Non-shared exterior walls — stucco finish and substrate, with fault-based allocation for substrate damage
2. Party (shared) walls — stucco finish on each face (owner responsibility per face), structural core (co-owned, shared cost), and shared utility penetrations
3. Roof parapets — stucco finish (owner/HOA split by face location), structural core (HOA), cap flashing (HOA), and counterflashing/reglet at the roof-to-parapet junction (HOA)



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4. Roofing — flat/low-slope roof membrane and deck for single units (owner), with coordination requirements for parapet junction
5. Stucco general provisions — approved color standards, DRC approval requirements, and restoration after HOA work
6. Common area walls, fences, and perimeter structures (HOA)
7. Drainage and waterproofing — unit-exclusive scuppers (owner), shared drainage features (shared cost), and Common Area drainage infrastructure (HOA)

The Matrix is accompanied by 13 defined terms, eight general provisions sections, a parapet reserve study framework, a cost-sharing alternative for the Board's consideration, and an adoption signature block.

4.3 The Reserve Study Imperative

Assigning parapet maintenance to the HOA — the right policy outcome — creates an obligation that must be funded. Under Arizona law (A.R.S. § 33-1243), HOA boards are required to maintain adequate reserves for the repair and replacement of common elements. Once parapets are formally classified as HOA-maintained elements, they must be included in the reserve fund analysis.

The Matrix recommends that the Board commission a parapet reserve study from a qualified preparer (preferably a member of the Association of Professional Reserve Analysts, APRA) within six months of adopting the resolution. The study should assess the current condition of all parapet assemblies across all 40 units, estimate remaining useful life for cap flashing and stucco, develop unit replacement cost estimates, and produce a recommended annual reserve contribution. Given 30 years of unmanaged maintenance, some parapets may require immediate remediation; the reserve study should prioritize these.

The Matrix also documents a cost-sharing alternative, in the event the Board determines that the reserve fund cannot absorb full HOA parapet responsibility at the time of adoption. Under the cost-sharing framework, costs would be split between the HOA and adjacent unit owners, with the HOA administering repairs and recovering owner shares through pass-through assessments. The cost-sharing approach is a documented fallback, not the preferred outcome; the Matrix clearly states that full HOA responsibility is the Board's recommended long-term position.

4.4 Enforcement Framework

The Matrix's enforcement framework layers three independent sources of authority:

- SRHOA CC&R Article VIII, Section G (general maintenance obligation) and Article IX (Board enforcement authority), which allow the Board to compel maintenance and seek remedies for noncompliance



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- SRHOA Design Guidelines 2024, which establish the approved stucco color and give the DRC authority to require compliance before and after any recoating
- SCCEIA Rules Section 2.19, which gives the master HOA independent authority to issue violation notices and impose monetary penalties for failure to maintain exterior property, without requiring SRHOA to initiate its own enforcement action first

This layered framework means that an owner who ignores SRHOA's maintenance request cannot simply wait out the HOA. The master HOA's enforcement authority runs concurrently and independently.



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5. Recommended Next Steps

The following sequence is recommended to move from this background document and the draft Matrix to an adopted, enforceable policy:

1. Board review of the Matrix draft at a duly noticed Board meeting, with an opportunity for owner comment if the Board chooses to solicit input before adoption.
2. Legal counsel review of the Matrix to confirm consistency with the SRHOA CC&Rs, SCCEIA Rules, and applicable Arizona statutes, and to identify any provisions that should be modified before adoption.
3. Formal adoption of the Matrix as a Board Policy Resolution by majority vote of the Board, with the resolution recorded in the Board meeting minutes.
4. Distribution of the adopted Matrix to all 40 unit owners within 30 days of adoption and posting on the SRHOA website.
5. Commission of a parapet reserve study within six months of adoption, with the study's findings presented to the Board and communicated to owners.
6. Engagement of HOA legal counsel to draft CC&R amendment language incorporating the Matrix's core provisions, with a target of completing the amendment process within 24 months.
7. Annual review of the Matrix by the Board to update cost estimates, incorporate reserve study findings, and address any new maintenance issues that have emerged.

Note on this document: This background paper is a working document and does not constitute legal advice. The SRHOA Board should engage qualified Arizona HOA counsel before adopting any policy that will be enforced against owners or used as a basis for assessment levies. The analyses of CC&R provisions and Arizona statutes in this document are provided for planning purposes only.

Prepared for the Skyline Ridge HOA Board of Directors

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