



Skyline Ridge HOA **DRAFT**

Exterior Maintenance Responsibility Matrix

1. Purpose and Authority

This Maintenance Responsibility Matrix ("Matrix") is adopted by the Board of Directors of the Skyline Ridge Homeowners Association ("SRHOA") as a Board Policy Resolution pursuant to the authority granted in CC&R Articles III and IX. It supplements — but does not supersede — the Declaration of Covenants, Conditions and Restrictions for Skyline Ridge recorded July 27, 1995 ("CC&Rs").

The CC&Rs do not expressly address shared (party) walls, roof parapets, stucco maintenance obligations, or the boundary between unit and common-area structural responsibility. After thirty years of operation, ambiguity in these areas has created a risk of deferred maintenance, neighbor disputes, and insurance gaps. This Matrix establishes clear, binding standards.

Where this Matrix is silent, the CC&Rs govern. In the event of a direct conflict, the CC&Rs govern and this Matrix shall be deemed amended accordingly. Any provision of this Matrix may be amended by a majority vote of the Board at a duly noticed meeting.

2. Definitions

The following terms are used throughout this Matrix. Terms defined in the CC&Rs retain their CC&R meanings. Additional terms are defined here for the specific purpose of allocating maintenance responsibility.

Unit. The physical space and structures within the boundary of a single lot as platted in El Diamante II, Book 44, Page 24, Pima County Recorder. The unit includes all interior improvements, interior wall surfaces (paint and drywall to the interior face), flooring, ceiling finishes, and any structures that do not share structural mass with an adjacent unit or Common Area.

Unit Boundary. The plane defined by the interior face of the exterior stucco substrate (i.e., the outermost face of the structural framing or masonry, excluding stucco finish coat). The unit boundary runs along this plane on all sides — walls, ceiling/roof deck, and floor slab. Everything outward of this plane on shared or exterior walls is either a Party Wall element or HOA/Common Area element as further defined herein.

Party Wall (Shared Wall). Any wall, or portion thereof, whose structural mass (framing, block, CMU, or other structural material) is shared between two adjoining units. A party wall is co-owned by the owners of the two adjoining units as tenants in common. Arizona common law and the general principle of A.R.S. § 33-441 et seq. apply to party walls. Each owner owns to the centerline of the party wall.

Non-Shared Exterior Wall. An exterior wall whose structural mass encloses a single unit only — i.e., there is no adjacent unit on the opposite side. The owner of that unit is solely responsible for the entire wall assembly including stucco, substrate, framing, and interior finish.

Parapet. A low wall extending above the roof line of a unit, typically at the perimeter of a flat or low-slope roof. In the context of Skyline Ridge townhouses, parapets may be: (a) unit-exclusive (enclosing a single unit's roof), (b) shared parapets (structurally common to two adjoining units), or (c) perimeter parapets forming part of the Common Area boundary. Parapets perform both aesthetic and structural/waterproofing functions.

Stucco (Exterior Plaster). The multi-coat cement-based or acrylic-based exterior finish system applied to the exterior surfaces of walls and parapets. Stucco consists of: (1) scratch coat (first coat bonded to substrate), (2) brown coat (leveling coat), and (3) finish coat (color and texture coat). For purposes of this matrix, 'stucco maintenance' refers to the finish coat and any required re-application of underlying coats. Stucco is a Limited Common Element when applied to a Party Wall face.

Common Area. As defined in CC&R Article I, Section I: all real property and improvements thereon owned, leased, or controlled by the Skyline Ridge HOA. This includes Common Areas 'A', 'B', and 'C' as platted, all private



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roads and easements, and any other property the Association is obligated to maintain. Walls, fences, gates, and landscaping within Common Areas are HOA responsibility.

Limited Common Element. A structural or finish element that (a) is not wholly within a single unit's boundary and (b) serves or is appurtenant to one or two specific units rather than the project as a whole. Examples include: the stucco finish on each face of a party wall (serving the adjacent unit), shared scuppers or drainage features, and party wall structural cores. The CC&Rs do not currently use this term; this matrix adopts it by analogy with A.R.S. § 33-1202 (Planned Communities Act) for clarity of allocation.

Cap Flashing. A metal or elastomeric covering installed on top of a parapet wall to prevent water from penetrating the wall core. Cap flashing is a critical waterproofing element in the Arizona climate and must be maintained in a continuous, watertight condition. Failed cap flashing is a primary cause of parapet deterioration and interior water damage in Tucson-area townhouses.

Counterflashing / Reglet. Metal flashing embedded into or surface-applied to the face of a parapet at the point where a roof membrane terminates. Works in conjunction with the roof membrane's base flashing to create a watertight seal at the roof-to-wall junction. Responsibility for counterflashing follows parapet responsibility (HOA); responsibility for base flashing follows roof membrane responsibility (Owner), but the two must be coordinated.

Design Review Committee (DRC). The committee established under CC&R Article VII with authority to approve or disapprove all exterior improvements, alterations, and changes to any property within the Project. Any stucco recoating, color change, or exterior repair that alters the appearance of a unit from its approved condition requires prior written DRC approval. A fine of up to \$5,000 may be levied for unapproved work per Article VII, Section I.

Pass-Through Assessment. A mechanism authorized by A.R.S. § 33-1255(C) permitting a homeowners association to allocate the cost of a repair — for which the association is technically responsible — to only the specific unit or units that benefit from that repair. The Board may use pass-through assessments for shared-wall or parapet repairs that benefit only two adjoining units, subject to proper notice and Board authorization.

Fault-Based Repair Allocation. When damage to a shared element (party wall core, roof deck, etc.) is caused by the negligence or willful act of one party, that party bears the entire cost of repair regardless of co-ownership. Per CC&R Article IV, Section H, each owner is liable to the Association for damage caused by their negligence or willful misconduct. The same principle applies between co-owners of a party wall.

Monsoon Season. For purposes of maintenance scheduling, the period from June 15 through September 30 each year, during which Tucson receives the majority of its annual precipitation. Stucco cracking, parapet cap flashing failures, and roof drain blockages should be inspected and remediated before and after monsoon season annually.



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3. Responsibility Matrix

Color coding in the matrix below:

	Owner Responsibility		HOA Responsibility		Shared Responsibility
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Abbreviations: O = Owner sole responsibility | H = HOA sole responsibility | S = Shared (see Notes column for allocation details)

Element / Component	Definition / Scope	Owner Responsibility	HOA Responsibility	Notes & Arizona Law References
UNIT EXTERIOR WALLS				
Non-shared exterior wall — stucco finish	Stucco coating on walls enclosing a single unit only (no adjacent unit on the other side)	Maintain, repair, repaint/recoat stucco finish to match original color and texture	—	Owner is solely responsible. Color/texture changes require DRC approval per Article VII.
Non-shared exterior wall — substrate & framing	Sheathing, framing, and structural members behind stucco on single-unit walls	Repair if damage originates within unit (e.g., plumbing leak, pest infestation)	Repair if damage originates from Common Area or HOA-maintained element	Fault-based allocation. If cause is ambiguous, Board determines responsibility per Article IX.
PARTY (SHARED) WALLS				
Party wall — stucco finish (each face)	The stucco coating on each owner's side of a wall shared between two adjoining units	Maintain and repair the stucco finish on the face of the party wall within their lot boundary	Coordinate and enforce uniform appearance standards; may compel repair under Article IX	Each owner maintains their own face. HOA enforces aesthetic uniformity. Color matching required.
Party wall — structural core (framing, block, or CMU)	The structural portion of a shared wall between two units, from interior face to interior face	50% of cost for routine maintenance and non-fault repairs	Administer and fund from reserves if parties cannot agree; may levy pass-through assessment per A.R.S. § 33-1255(C)	Classic party wall: co-owned in tenancy in common. If one owner causes damage, that owner bears full repair cost.
Party wall — penetrations (shared utilities)	Conduit, pipe, or wiring passing through a shared wall that serves both units	50% of repair cost if penetration serves both units equally	—	If penetration serves only one unit, that unit's owner bears full cost.



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Element / Component	Definition / Scope	Owner Responsibility	HOA Responsibility	Notes & Arizona Law References
ROOF PARAPETS				
Parapet — stucco finish (all faces)	Exterior stucco coating on all exposed faces of a parapet wall (interior courtyard face, street face, and top cap if stucco-coated)	Maintain stucco finish on faces that face exclusively into owner's lot or unit airspace	Maintain stucco finish on faces visible from Common Area or shared airspace; enforce uniformity	Recommend HOA assume all parapet stucco for consistency; clarify in policy resolution.
Parapet — structural wall (CMU/block/framing)	Structural masonry or framing core of any parapet wall, regardless of which unit it adjoins	—	Sole responsibility. Parapets are structural elements affecting building envelope integrity for all units	Structural parapet failure can affect both adjoining units and roofing. HOA responsibility is the preferred rule and should be stated explicitly.
Parapet — cap flashing	Metal or elastomeric cap at the top of a parapet, preventing water intrusion into the wall core	—	Sole responsibility. Cap flashing is integral to building waterproofing	Critical Arizona maintenance item. Failed cap flashing causes wall and roof damage. Inspect annually.
Parapet — roof-to-parapet waterproofing (reglet/counterflashing)	Flashing, counterflashing, or membrane termination at the junction where the roof system meets the base of a parapet	—	Sole responsibility if parapet is HOA-maintained; coordinate with owner if roof membrane is owner-maintained	Most common Arizona dispute point. Explicitly assign to HOA to avoid ambiguity. HOA and owner must coordinate when reroofing.
ROOFING				
Flat/low-slope roof membrane — single unit	Roofing membrane, insulation, and surfacing covering a single unit's roof deck exclusively	Maintain, repair, and replace roof membrane; maintain roof drains and scuppers within unit boundary	—	Owner's sole responsibility. Reroofing requires DRC approval for visible changes. Coordinate with HOA at parapet junction.
Roof deck (structural)	Structural concrete, wood, or metal deck below the roofing membrane	Repair if damage originates from owner's use or neglect	Repair if damage originates from structural/common element failure	Fault-based. Deck is structural and may be tied to party wall or parapet structurally.



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Element / Component	Definition / Scope	Owner Responsibility	HOA Responsibility	Notes & Arizona Law References
STUCCO — GENERAL PROVISIONS				
Color and texture standards	Approved stucco colors and textures for all exterior surfaces visible from Common Area or public view	Match approved color exactly when recoating or repairing: Dunn Edwards Navajo White (exterior stucco/garage doors) per SRHOA Design Guidelines 2024	Enforce approved color/texture standards; DRC review and approve all recoating before work begins; coordinate SCCEIA ARC submittal as required	Approved colors already established in SRHOA Design Guidelines 2024: stucco/garage doors = Dunn Edwards Navajo White; roof = Desert Tan; gates/railings = Satin Black. Owner recoating requires (1) SRHOA DRC written approval, then (2) SCCEIA ARC submittal per SCCEIA Rules Section 4.2.6. Routine recoating same color is a Hardscape/Landscape Minor project under SCCEIA Rules (no deposit, submittal form required).
Stucco repair after HOA work	Stucco damage caused by HOA-authorized repairs to Common Area elements (e.g., utility line repair through a wall)	—	Restore stucco finish to original condition after any HOA work that damages it	HOA must restore to original or better. Owner may request inspection before and after HOA work.
COMMON AREA WALLS, FENCES & PERIMETER				
Perimeter/boundary walls — Common Area 'A', 'B', 'C'	Walls, fences, and gates forming the boundary of or within Common Areas A, B, and C as platted	—	Sole responsibility for maintenance, repair, and replacement of all Common Area boundary structures	Per Article I, Section I and Article III, Section B(3) of CC&Rs.
Entry walls, pilasters, and signage structures	Decorative or structural walls, columns, and embedded signage at project entry points	—	Sole responsibility	These are Improvements within the Common Area per CC&R Article I, Section I.
DRAINAGE & WATERPROOFING				
Roof scuppers and downspouts — unit-exclusive	Scuppers and downspouts serving a single unit's roof only	Maintain clear of debris; repair when failed	—	Blocked scuppers cause ponding and membrane damage. Owner must clear after monsoon season.



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Element / Component	Definition / Scope	Owner Responsibility	HOA Responsibility	Notes & Arizona Law References
Shared scuppers or drainage features	Any scupper, drain, or channel serving more than one unit's roof or discharging through a party wall or parapet	50% of maintenance cost	Administer repair; may use pass-through assessment if units cannot agree	
Common Area drainage — major drainageways	Drainage swales, channels, grades, and infrastructure within Common Areas	—	Sole responsibility per Article I, Section J(1) of CC&Rs	Explicitly covered in CC&Rs.

4. General Maintenance Provisions

4.1 Inspection and Notification

Owners are encouraged to inspect exterior stucco, parapet cap flashing, and roof drains at the beginning and end of each monsoon season (approximately June 15 and October 1). Owners who observe deterioration of any element — regardless of whether it is their responsibility — shall notify the Board in writing within 30 days of discovery.

4.2 DRC Approval Required — Two-Step Process for Exterior Work

Any exterior repair, recoating, or alteration that changes the color, texture, or material of stucco or any other exterior finish requires prior written approval from the SRHOA Design Review Committee per CC&R Article VII. The approved stucco color is Dunn Edwards Navajo White per SRHOA Design Guidelines 2024. Owners who recoat stucco without DRC approval are subject to fines up to \$5,000 and may be required to repaint to the approved color at their own expense.

For all exterior work, a two-step approval process applies (SCCEIA Rules Section 4.2.6):

- Step 1 — SRHOA DRC: Submit plans to the SRHOA Design Review Committee and obtain written approval before proceeding.
- Step 2 — SCCEIA ARC: Attach the SRHOA DRC written approval and submit the full package to the Skyline Country Club Estates Improvement Association Architectural Review Committee at 6500 N. Swan Road, Tucson, AZ 85718 for review before commencing any work.

Project classification and fees under SCCEIA Rules: routine stucco recoating in the same approved color is a Hardscape/Landscape Minor project (no deposit, but submittal form required); new roofing, parapet reconstruction, or any work that affects exterior appearance at the SCCEIA level is an Exterior Change (\$5,000 construction compliance deposit plus non-refundable review fee of 1/2 of 1% of project cost).

4.3 Coordination for Shared Repairs

When a repair involves a party wall or shared parapet, both affected owners and the HOA Board shall be notified in writing before work commences. The Board may require a single contractor to perform the work to ensure structural and aesthetic uniformity, with costs allocated per this Matrix.

Construction hours for all HOA-commissioned contractors must comply with SCCEIA Addendum A:



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- Summer (April 1 – September 30): Monday–Friday 6:00 AM–6:00 PM; Saturday light work 8:00 AM–4:00 PM (little or no noise); Sunday light work by homeowners/residents only 9:00 AM–4:00 PM
- Winter (October 1 – March 31): Monday–Friday 7:00 AM–6:00 PM; Saturday/Sunday same limited hours as summer
- No construction or landscape activity on federal holidays (New Year's Day, MLK Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas)

Large trucks over 40 feet in length are not permitted to enter Skyline Country Club Estates (SCCEIA Rules Section 2.1.6 and Addendum A). The HOA Board must ensure any contractor selected for shared parapet or wall repairs uses compliant vehicles and is registered at the SCCEIA gatehouse before work commences.

Independent enforcement: SCCEIA Rules Section 2.19 gives the master HOA independent authority to require exterior maintenance of any lot and to impose monetary penalties if an owner fails to act within the specified timeframe. This provides the SRHOA Board with an additional enforcement avenue for stucco and parapet maintenance beyond SRHOA's own CC&R remedies.

4.4 HOA Right of Entry

Per CC&R Article IV, Section D, the Association holds a perpetual maintenance easement to enter property adjacent to the Common Area for repair and maintenance purposes. The Board extends this principle to party wall and parapet work affecting HOA-maintained elements, with reasonable advance notice to the affected owner(s).

4.5 Insurance Coordination

Owners are advised to carry homeowner's or unit-owner's insurance covering the interior of the unit and any owner-maintained exterior elements (non-shared walls, roof membranes). The HOA carries casualty and liability insurance on Common Area properties per CC&R Article III, Sections J and K. Neither the owner's policy nor the HOA policy may extend to party wall structural cores without specific endorsement; owners should confirm coverage with their insurer.

4.6 Dispute Resolution

Disputes regarding responsibility allocation under this Matrix shall first be submitted in writing to the Board of Directors for determination. The Board's good-faith determination shall be conclusive absent fraud, per the general principle of CC&R Article VIII, Section G. Either party may pursue further remedies under CC&R Article IX, Section B or applicable Arizona law.

4.7 Pass-Through Assessments

When the HOA funds a repair that benefits only one or two specific units (e.g., a party wall or shared parapet repair), the Board may recover costs from the benefited unit owners via a pass-through Special Assessment pursuant to A.R.S. § 33-1255(C) and CC&R Article VI, Section D, after providing written notice and an opportunity to respond.

5. Parapet Reserve Study Note

The assignment of parapet structural maintenance, cap flashing, and counterflashing to the HOA (as reflected in Section 3 of this Matrix) has direct implications for the Association's reserve fund. Before formally adopting HOA responsibility for parapets, the Board should commission or update a Reserve Study that accounts for these elements.

5.1 Why a Reserve Study Is Required

Arizona law (A.R.S. § 33-1243) requires planned community associations to maintain adequate reserves for the repair and replacement of common elements. If the Board adopts parapet maintenance as an HOA responsibility — which this Matrix recommends — parapets become, in effect, HOA-maintained elements and must be included in



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the reserve fund analysis. Failure to fund reserves adequately exposes the Association to special assessment liability and potential lender compliance issues.

5.2 Scope of Parapet Reserve Analysis

The reserve study component for parapets should address all 40 lots in El Diamante II and include the following for each unit or shared parapet assembly:

3. Current condition assessment — visual inspection of all parapet stucco, cap flashing, and counterflashing; note cracking, delamination, failed sealant, or rust staining
4. Remaining useful life estimate — cap flashing typically 15–25 years; stucco finish coat 10–20 years depending on exposure and maintenance history; structural parapet masonry 40–60+ years
5. Replacement cost estimate — unit cost per linear foot for cap flashing replacement; per square foot for stucco recoat; lump sum for structural parapet repair where deficiencies exist
6. Prioritization — given 30 years of deferred maintenance, some parapets may require immediate repair before the reserve fund can absorb the cost; these should be identified as Year 1 special items
7. Annual contribution — the reserve study should produce a recommended annual per-unit reserve contribution for parapet maintenance, to be incorporated into the HOA's General Assessment budget

5.3 Addressing Deferred Maintenance at Adoption

Because SRHOA has not previously mandated or funded parapet maintenance, there is likely an accumulated deferred maintenance liability across some or all of the 40 units. The Board should address this in one of two ways:

- Special Assessment: A one-time special assessment levied against all 40 lots to fund immediate parapet repairs identified in the initial condition survey, with the reserve fund then handling ongoing maintenance going forward. This front-loads the cost but clears the backlog promptly.
- Phase-In Approach: A multi-year phase-in in which the Board prioritizes parapets in the worst condition in Year 1 (funded by a modest special assessment or reserve draw), mid-condition parapets in Years 2–3, and good-condition parapets transition to routine maintenance only. Annual reserve contributions ramp up over the phase-in period.

5.4 Recommended Reserve Study Timeline

The Board should engage a qualified reserve study preparer (preferably a member of the Association of Professional Reserve Analysts, APRA) within 6 months of adopting this Matrix. The study should be updated every 3 years or whenever a significant capital repair is completed. Arizona does not currently mandate reserve studies for planned communities, but they are considered best practice and are often required by mortgage lenders for unit sales.

6. Alternative: Cost-Sharing Framework for Parapets

The Matrix in Section 3 assigns parapet structural, cap flashing, and counterflashing responsibility to the HOA. This is the recommended approach for clarity and uniformity. However, the Board may determine — particularly given deferred maintenance cost concerns — that a cost-sharing framework is preferable as an interim or permanent arrangement. This section documents that alternative.

6.1 Rationale for Cost-Sharing

A cost-sharing approach may be appropriate where: (a) the HOA reserve fund is currently insufficient to absorb full parapet responsibility; (b) parapet condition varies significantly across units, making uniform HOA responsibility inequitable in the short term; or (c) the Board prefers to transition gradually to full HOA responsibility. Cost-sharing explicitly acknowledges the co-benefit structure of shared parapets while distributing repair costs between the HOA and affected unit owners.



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6.2 Proposed Cost-Sharing Formula

Under a cost-sharing framework, parapet repair and replacement costs would be allocated as follows:

Parapet Element	HOA Share	Each Adjacent Owner Share	Fault Exception	Notes
Structural parapet core (shared/party parapet)	50%	25% each (2 owners)	100% to at-fault owner	HOA administers; uses pass-through assessment for owner shares per A.R.S. § 33-1255(C)
Structural parapet core (unit-exclusive parapet)	50%	50% (1 owner)	100% to at-fault owner	HOA share reflects structural/exterior value to community uniformity
Cap flashing (all parapets)	75%	25% (adjacent owner(s) split equally)	100% to at-fault owner	HOA bears majority given waterproofing benefit to entire structure
Counterflashing / reglet (roof-to-parapet junction)	60%	40% (owner of adjacent roof)	100% to at-fault owner	Owner reroofing must coordinate with HOA; owner bears cost of base flashing on their roof membrane
Stucco finish on parapet faces (all faces)	100% for Common Area-facing and shared faces	100% for unit-interior-facing faces	—	Stucco on faces visible from Common Area should be HOA-controlled for uniformity regardless of cost-sharing model

6.3 Administration Under Cost-Sharing

Under the cost-sharing framework, the HOA Board would:

8. Commission parapet repairs through HOA-selected contractors to ensure uniform workmanship and materials across all 40 units
9. Pay the full repair invoice from HOA funds (reserves or operating account)
10. Issue pass-through Special Assessments to affected unit owner(s) for their share within 30 days of repair completion, with payment due within 60 days
11. Maintain records of all parapet repairs, costs, and owner assessments in the Association's books per CC&R Article III, Section H

6.4 Transition to Full HOA Responsibility

The Board may elect to adopt cost-sharing initially and transition to full HOA responsibility (as reflected in the primary Matrix in Section 3) once: (a) a reserve study has been completed and adequate reserves established; (b) the initial backlog of deferred parapet repairs has been addressed; and (c) annual reserve contributions have been adjusted to reflect full HOA parapet maintenance. The Board may make this transition by resolution, without a CC&R amendment, since this Matrix authorizes both approaches.



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6.5 Recommendation

The Board's preferred approach is full HOA responsibility for parapet structure, cap flashing, and counterflashing (Section 3 Matrix), funded through properly maintained reserves. The cost-sharing framework in this Section 6 is provided as a documented alternative the Board may elect by resolution if reserve fund constraints make full HOA responsibility impractical at the time of adoption. In either case, HOA control over contractor selection and workmanship standards should be non-negotiable.

7. Amendment to CC&Rs Recommended

The Board finds that the gaps identified in this Matrix are most definitively resolved by a formal CC&R amendment under Article XI, Section B(2) of the CC&Rs (requiring execution by two-thirds of Class A members and recording with the Pima County Recorder). This Matrix serves as interim Board policy pending such amendment. The Board should engage Arizona HOA counsel to draft formal amendment language consistent with this Matrix within 24 months of adoption.

Recommended CC&R provisions to add: (1) Unit boundary definition; (2) Party wall co-ownership and maintenance provisions; (3) Parapet classification and maintenance assignment; (4) Stucco standards and maintenance mandate; (5) DRC color/texture palette adoption and enforcement procedure; (6) Reserve study requirement and funding standards.

8. Adoption

ADOPTED by the Board of Directors of Skyline Ridge Homeowners Association at a duly noticed meeting of the Board.

Date of Adoption: _____

President: _____

Signature: _____

Secretary: _____

Signature: _____

This resolution is effective upon adoption and shall be distributed to all lot owners within 30 days of adoption and posted on the Association website.