

**Overlook at FireRock  
Condominium  
Association**

[www.overlookatfirerock.com](http://www.overlookatfirerock.com)

**Snow Property Services**

4135 S. Power Rd., Suite 122  
Mesa, AZ 85212  
Main Line: 480-635-1133

**Office Hours:**

Monday-Thursday  
8:00 AM -5:00 PM  
Closed from 12 PM – 1 PM  
  
Friday  
8:00 AM – 12:00 PM

**Community Manager:**

Dustin Snow  
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Sheri Shepherd  
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Welcome and congratulations on your purchase of a luxury condominium within The Overlook at FireRock Condominium Association, Inc. Please accept this letter as an introduction to Snow Property Services. We are excited to be selected by the Board of Directors as the management company for your Association. In a most important partnership, Snow Property Services is contracted to provide a variety of services to your Association. We would like to take this opportunity to provide you with some basic information which you need to know as you settle into the Community.

The Overlook at FireRock Condominium Association, Inc. is one of two associations that manage the community, with the other being the FireRock Community Association. The Condominium Association is responsible for management and maintenance of the Association Common Elements pursuant to the Condominium Declaration. We encourage all residents to visit our website at [www.overlookatfirerock.com](http://www.overlookatfirerock.com). Our goal is to have all Overlook residents utilize this webpage to streamline communications between residents, Snow Property Services (SPS – HOA Management Company) and the Board. Please login and at the password prompt type "overlook" (in all lower case). Use this webpage for Sending Requests (landscaping, repairs, etc.), Issues/Concerns and Comments at the "Contact Us" section on the Home Page. You can also view Overlook Community Reminders, Access Overlook Procedures & Policies, Notices, Governing Documents, Minutes, Financials and Forms.

The Condominium Association handles various aspects of maintenance and repair, while homeowners are responsible for other items pertaining to their unit. Enclosed is a maintenance guide addressing commonly reported concerns within the community. This tool is based on the Condominium Declaration to help clarify responsibility for maintenance of the property. If the issue falls within the "Association" category, please reach out to our Snow Property Services management team to report it. For those items under "Owner" responsibility, you are responsible for repair, including contacting the builder for anything that may be under warranty or was an installation error.

Another responsibility of the Condominium Association is to facilitate architectural review, which is accomplished in conjunction with the Board and Architectural Review Committee. Virtually all aspects of architectural design, landscaping, external appearance, use and maintenance of the Condominium are regulated by the Condominium Declaration. An Architectural Review Form is enclosed and must be submitted, in order to assess for compliance with existing requirements and guidelines. The intent is to provide guidance to homeowners on how to achieve desired modifications to their units, while ensuring appearance and property values are maintained.

Some key considerations which all homeowners should be aware of are as follows:

- Coverings on all front-facing windows and all garage windows regardless of orientation, must be installed within 60 days of occupancy.
- Front courtyard landscaping and completion of back decks/patios must be finished as soon as practical. Personal landscapers are only allowed to assist within the courtyard and deck/patio areas; homeowners are NOT allowed to hire landscapers to perform work in common areas.
- Items visible from the street, neighboring property and/or the golf course (such as patio furniture, outdoor decorations, hose reels, etc.) are subject to architectural review/approval.
- Items hindering painting & maintenance (such as trellises, metal artwork mounted on exterior walls, vines on metal railings, etc.) are subject to architectural review/approval.
- Parking (including homeowners' vehicles, visitors' vehicles, garage door closure, etc.) is regulated; please refer to the enclosed Parking Notice for details.

We feel it is very important for you to know that there is an entire team of professionals who work together for The Overlook at FireRock Condominium Association, Inc. Please feel free to contact any one of the team members should you have questions or require additional information regarding your community or the Association. You may obtain additional information on Snow Property Services and the services we provide by visiting our website at [snowpropertyservices.com](http://snowpropertyservices.com). It is our desire that all new owners experience a warm welcome to the Community, receive exceptional service from the FireRock Condominium Association, Inc. team and experience a smooth transition into the Community. Welcome to the Community and I look forward to meeting you soon!

Sincerely,  
Dustin Snow,  
Community Manager, The Overlook at FireRock Condominium Association, Inc.

# **Maintenance and Repair Plans for Overlook**

The purpose of this document is to communicate the Overlook BOD's plans regarding ongoing regular maintenance of each of our properties. The document is meant to compliment the Maintenance Matrix which details who (homeowner or HOA) is responsible for the maintenance of each component of each of our homes and landscape. It describes what each homeowner can expect the HOA to do to maintain those components that fall under the HOA's responsibility. If you have any questions about what is described in this document, please contact Jerry Rakunas (HOA president) or Neal Waddington (HOA vice president).

## **Maintenance of External Stone, stucco and driveway pavers**

Repairs required for stone, stucco (in particular, due to golf ball damage) or driveway pavers on the external part of your home should be reported to Dustin Snow, Snow Property Services, whenever it occurs. Our plan is to address needed repairs in this category twice a year - in April and October. SPS will log all repair requests and schedule contracted repair work as well as notify all homeowners as to when the repairs will be made. Please be aware that each homeowner must ensure there is proper access as required to make these repairs on the date/time they are scheduled.

Also please note that minor stucco cracks and minor view fence paint chips/rust that occur normally on our homes WILL NOT be addressed in this manner. Instead, all minor stucco cracks and minor view fence chips/rust will be repaired when each unit is painted (the painting maintenance schedule is described in a later section of this document).

## **Roof Inspections/Repairs**

All Overlook homes roofs will be inspected and cleaned once a year and any needed repairs made at that time. Inspections and minor repairs will be scheduled in April/May of each year prior to the summer monsoon season.

Additionally, every 5-7 years you should expect that your flat roof will be resealed. This will provide "like new" protection for flat roofs against leaks and reset a warranty from the roof maintenance provider. Being proactive

with inspections, cleaning, minor repairs and resealing will provide viable flat roofs for our homes for a long and possibly indefinite period of time.

Metal roofs will also be inspected at the same time and any needed minor repairs to your metal roof will also be completed on a yearly basis after inspection. These roofs have an expected life of 30-40 years. The metal itself will last indefinitely but the underlayment will eventually dry, become brittle and need replacement which is expected in that 30-40 year timeframe.

Note: Many residents have had and continue to have roof leaks on their homes while new and under warranty or soon after warranty has expired. As a result, the Overlook BOD has engaged Toll, at their expense, to conduct inspections of all Overlook roofs and complete any needed repairs. This activity is continuing as this document is being written. Additionally, it has been determined that about half of the metal roofs in Overlook have been installed incorrectly. Toll is in the process of replacing all such metal roofs. In addition, the BOD is negotiating an extended roof warranty with Toll and when that warranty extension is finalized, we will notify you of those details and what it means for each homeowner. Assuming we are satisfied with the current inspections and Toll's remedies and extended warranty terms the Overlook HOA will begin yearly inspections as described above in April/May 2023.

### **Street/Asphalt Repair/Reseal**

The HOA plans to repair damaged asphalt in March 2023 and reseal the streets in April 2023. Streets will be resealed going forward every 5-7 years. When the reseal is in process no traffic in and out of Overlook will be allowed for 24-48 hours and there will be a considerable interruption for all residents present. Advance notice to all homeowners will be provided as soon as we have a plan and timeframe.

### **Irrigation problems, Landscape Lighting Issues, Plant and Tree Replacement**

Problems and concerns related to the common area irrigation system at your property, dead plants or trees or landscape lighting issues should be

reported to Dustin Snow, property manager at SPS and Neal Waddington (VP Overlook HOA) as soon as they occur. Irrigation issues and lighting issues will be handled on an as needed basis by Blue Marble, our landscape contractor. Overlook community tree and plant replacement will occur twice a year - in the March/April and October/November timeframes.

Note: In the case of tree damage as a result of a storm or a plant being displaced, please report the issue as described above and it will be handled immediately.

### **Termite Treatment**

Toll Brothers provided all Overlook homeowners with an initial termite treatment (through Home Team Pest Defense) prior to putting in the foundation and then again prior to completion of construction around the perimeter of each unit. As each unit approaches the 5-year anniversary date the HOA will provide another 5-year treatment. This will be repeated throughout the community and accomplished in three phases:

Phase 1 (Aug/Sept 2022)	Phase 2 (2024)	Phase 3 (2026)
Units 1-4	Units 5-6	Units 7-8
Units 9-22	Units 23-24	Units 25-26
Units 29-30	Units 31-32	Units 39-40
Units 33-38	Units 27-28	Units 53-54
Units 43-46	Units 41-42	Units 55-56
Units 49-52	Units 47-48	Units 59-60
	Units 57-58	Units 61-64

The cost of this extended termite treatment and warranty will be covered by your existing HOA monthly dues.

**NOTE: PLEASE UNDERSTAND THIS DOES NOT GUARANTEE THAT THERE WILL BE NO TERMITES OR TERMITE DAMAGE TO YOUR HOMES. IN THE EVENT OF DAMAGE, THE COST OF REPAIR WILL FOLLOW THE RULES OUTLINED IN THE OVERLOOK HOMEOWNERS' MATRIX PURSUANT TO OVERLOOK CC&RS.**

## Painting of Units

Each homeowner should expect that their unit will be repainted approximately every 7 years. The exact time will depend of course on actual need and appearance but most contractors “guarantee” their external painting work for approximately seven years. It is possible that the first repainting might occur slightly earlier because new stucco tends to absorb paint more readily and contractor painting is not always of the highest quality. We should know more about initial Overlook paint longevity in another year or two. The current plan is to begin repainting in 2024/2025 and will include the painting of all unit external walls, all patio/courtyard areas, view fences and retaining walls. It will be up to each homeowner to remove all plants from view fences, all trellises from walls, all pots and furniture from areas required to be painted. Advance notice of plans to paint each unit will be provided. Expect that painting will occur in the April/May and/or October/November timeframes.

## Overlook Home Groups

As previously stated, roof resealing will occur every 5-7 years and painting every 7 years. Each of these activities will be accomplished in a 4-year cycle by lot group, the order of which is based on the approximate initial closing date of your home. The four groups of lot numbers are as follows:

Group 1 (2017/2018 closing)

1,2(1)  
3,4(2)  
13,14(2)  
15,16(2)  
17,18(2)  
21,22(1)  
43,44(2)  
49,50(1)

Group 2 (2018/2019 closing)

11,12(2)  
19,20(2)  
29,30(1)  
33,34(1)  
35,36(1)  
37,38(1)  
45,46(2)  
51,52(1)

Group 3 (2019/2020 closing)

Group 4 (2020/2022 closings)

5,6(2)

7,8(1)

9,10(2)\*

25,26(1)

55,56(1)

39,40(2)

31,32(1)

53,54(1)

27,28(1)

23,24(1)

41,42(2)

59,60(2)

47,48(2)

61,62(2)

57,58(1)

63,64(1)\*

\* The units marked with an asterisk above are in groups with later closing dates than they actually closed or construction was completed in. This was done to get an equal number of units in each group, but these units will be monitored and if need be roof resealing and/or painting done earlier than the group they are in is scheduled for.

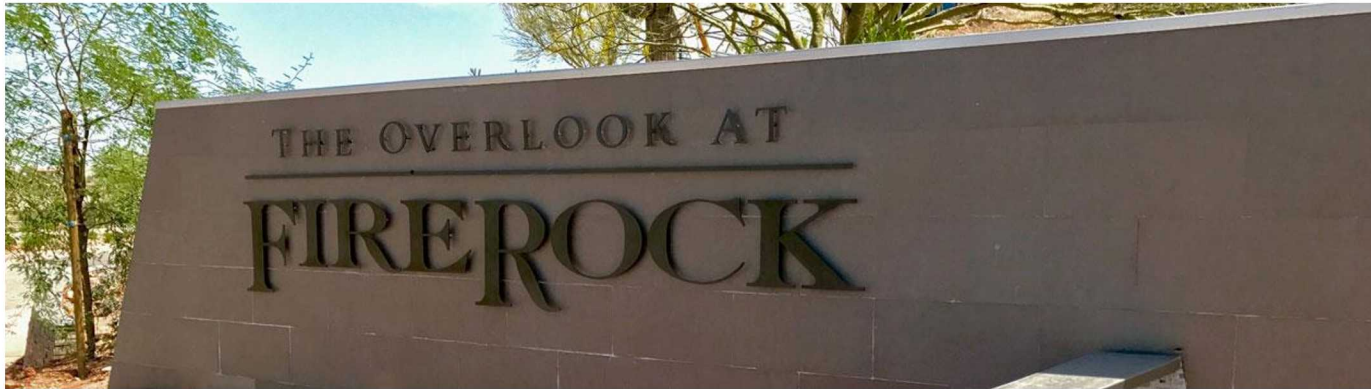
Note: the number in parens above is the number of levels in your home.

To determine when your roof resealing and/or painting is likely to occur, find your lot number in a group above and add the appropriate number of years to the earliest closing year for your group and you will have an approximate year when that maintenance will occur on your property.

Our hope is that this document provides residents some insight into how the HOA intends to maintain the components of your property that we are responsible for and what exactly you can expect to be completely by the HOA and the timing of the same. If you have any questions, please contact Jerry or Neal. Thanks.

Overlook Board of Directors

**MAINTENANCE GUIDE**  
**FOR**  
**THE OVERLOOK AT FIREROCK CONDOMINIUM ASSOCIATION**  
**BASED ON CONDOMINIUM DECLARATION (CC&Rs)\*\***  
(As of April 2021)



**\*\* NOTE:** This Maintenance Guide is intended for reference only and as a convenient guide for the Unit Owners. It does not establish legal obligations and is not a legal document. The Restated Condominium Declaration for The Overlook at FireRock, a Condominium, recorded as Document No. 2020-0601898, as amended by the First Amendment to the Restated Condominium Declaration for The Overlook at FireRock, a Condominium, recorded as Document No. 2020-0716989, as amended by the Second Amendment to the Restated Condominium Declaration for The Overlook at FireRock, a Condominium, recorded as Document No. 2020-0766709, as amended by the Third Amendment to the Restated Condominium Declaration for The Overlook at FireRock, a Condominium, recorded as Document No. 2020-0862977, as amended by the Fourth Amendment to the Restated Condominium Declaration for The Overlook at FireRock, a Condominium, recorded as Document No. 2020-1089930, as amended by the Fifth Amendment to the Restated Condominium Declaration for The Overlook at FireRock, a Condominium, recorded as Document No. 2021-0335689, all official records of the Maricopa County Recorder, State of Arizona (collectively, the “CC&Rs”), are the legal contracts between the Association and the Unit Owners. Also, note that this Maintenance Guide only refers to the obligations included in the CC&Rs. There can be other legal reasons that would form a basis for the Association or a Unit Owner to be held responsible for maintenance, repair, replacement, and/or reimbursement for the cost of same (e.g., by common law such as negligence), other than as set forth in the CC&Rs.



<b>Item</b>	<b>Classification</b>	<b>Maintenance Responsibility</b>	<b>Maintenance Description</b>	<b>Who Pays?</b>
Appliances within a Unit (e.g., dishwasher, laundry, refrigerator, microwave, oven, and stove) (CC&Rs § 2.5.1, 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all portions of Owner's Unit	<b>OWNER</b>
Cabinets, counters, toilets, showers, sinks, and other built-in fixtures within a Unit (CC&Rs § 2.5.1, 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all portions of Owner's Unit	<b>OWNER</b>
Common Facilities/Amenities (pool, spa, ramadas, walking paths, clubhouse, fitness center, etc.) (CC&Rs § 5.1.1)	<b>COMMON ELEMENT</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace all Common Elements	<b>ASSOCIATION</b>
Courtyard/Entryway (CC&Rs §§ 2.8.1, 5.2.2)	<b>LIMITED COMMON ELEMENT</b>	<b>OWNER</b>	OWNER shall be responsible for cleaning the Unit's courtyard/entryway, and for maintaining, repairing, and replacing the landscaping and irrigation installed within the courtyard/entryway	<b>OWNER</b>
Doorbell (CC&Rs § 2.5.1, 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain, repair and replace all portions of Owner's Unit	<b>OWNER</b>
Driveway (CC&R §§ 2.8.1, 5.1.2, 5.2.2)	<b>LIMITED COMMON ELEMENT</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace driveways	<b>ASSOCIATION</b>
		<b>OWNER</b>	OWNER shall be responsible for cleaning the Unit's driveway	<b>OWNER</b>
Electrical and Plumbing Fixtures within each Unit (CC&Rs § 2.5.1, 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all portions of Owner's Unit	<b>OWNER</b>
Entry Gates and Entry Monuments (CC&Rs § 5.1.1)	<b>COMMON ELEMENT</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace all Common Elements	<b>ASSOCIATION</b>
Exterior Address Numbers (CC&Rs § 5.1.3)	<b>UNIT Area of Association Responsibility</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace exterior address numbers installed by Declarant or modified by Board	<b>ASSOCIATION</b>
		<b>OWNER</b>	OWNER shall inspect, maintain, repair, and replace exterior address numbers approved by Board to be installed by Owner	<b>OWNER</b>
Exterior Doors including door frame and hardware (CC&RS § 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all exterior doors, door frames, and door hardware for Owner's Unit	<b>OWNER</b>
Exterior Lights (CC&Rs § 5.1.3)	<b>UNIT Area of Association Responsibility</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace exterior lights installed by Declarant or modified by Board	<b>ASSOCIATION</b>
		<b>OWNER</b>	OWNER shall inspect, maintain, repair, and replace exterior lights approved by Board to be installed by Owner	<b>OWNER</b>
Fire Sprinkler System for the Unit (CC&Rs § 2.5.1, 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all portions of Owner's Unit	<b>OWNER</b>
Garage (CC&Rs § 2.5.1, 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all portions of Owner's Unit	<b>OWNER</b>
Garage Doors (CC&R §§ 5.1.3, 5.2.1)	<b>UNIT Area of Association Responsibility</b>	<b>ASSOCIATION</b>	ASSOCIATION shall paint garage doors as part of its routine painting program	<b>ASSOCIATION</b>
		<b>OWNER</b>	OWNER shall maintain in good order and shall repair the garage door, including any opening and closing mechanisms, and key pads	<b>OWNER</b>
Gutters, Downspouts, Scuppers (CC&R § 5.1.3)	<b>UNIT Area of Association Responsibility</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace all Areas of Association Responsibility	<b>ASSOCIATION</b>
Hot Water Heater for the Unit (CC&Rs § 2.5.1, 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all portions of Owner's Unit	<b>OWNER</b>
HVAC Equipment for the Unit (CC&Rs § 2.5.1, 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all portions of Owner's Unit	<b>OWNER</b>



Item	Classification	Maintenance Responsibility	Maintenance Description	Who Pays?
Improvements installed by an Owner in Courtyards, Entryways, Covered Patios & Uncovered Patios (CC&Rs § 5.2.2)	<b>LIMITED COMMON ELEMENT</b>	<b>OWNER</b>	OWNER shall maintain, repair, and replace when located within a covered or uncovered patio, entryway, or courtyard	<b>OWNER</b>
Landscaping and Irrigation (CC&Rs § 5.1.1, 5.2.2)	<b>COMMON ELEMENT</b>	<b>ASSOCIATION</b>	ASSOCIATION shall maintain, repair, and replace in all areas expect for in covered or uncovered patios, entryways, or courtyards	<b>ASSOCIATION</b>
	<b>LIMITED COMMON ELEMENT</b>	<b>OWNER</b>	OWNER shall maintain, repair, and replace when located within a covered or uncovered patio, entryway, or courtyard	<b>OWNER</b>
Paint – Exterior of Unit (CC&R § 5.1.3)	<b>UNIT Area of Association Responsibility</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace all Areas of Association Responsibility	<b>ASSOCIATION</b>
Party walls between adjoining Units (CC&Rs §§ 5.2.1, 5.2.3)	<b>UNIT</b>	<b>OWNER</b>	OWNERS of adjoining Units are responsible to maintain, repair, and replace the walls separating the Units.	<b>ADJOINING OWNERS</b>
			If a party wall is damaged by acts or negligence of one Unit's Owners, occupants, guests, pets, etc., that Unit's Owner is solely responsible to repair or replace the damages party wall	<b>RESPONSIBLE OWNER</b>
Patio – Covered (CC&R §§ 2.8.1, 5.1.2, 5.2.2)	<b>LIMITED COMMON ELEMENT</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace covered patios	<b>ASSOCIATION OWNER</b> <i>See Note 1 below.</i>
		<b>OWNER</b>	OWNER shall be responsible for cleaning the Unit's covered patio	<b>OWNER</b>
Patio – Uncovered (CC&R §§ 2.8.1, 5.1.2, 5.2.2)	<b>LIMITED COMMON ELEMENT</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace uncovered patios	<b>ASSOCIATION OWNER</b> <i>See Note 1 below.</i>
		<b>OWNER</b>	OWNER shall be responsible for cleaning the Unit's covered patio	<b>OWNER</b>
Patio Drains (CC&R § 5.1.2)	<b>LIMITED COMMON ELEMENT</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace patio drains	<i>Article 5, Section 5.1.2</i>
Pest Control (CC&Rs §§ 5.1.1, 5.2.1, 5.2.2)	<b>Outside the Unit</b>	<b>COMMON ELEMENT</b>	ASSOCIATION shall inspect, maintain, repair, and replace all Common Elements	<b>ASSOCIATION</b>
	<b>Outside the Unit – Courtyards, Entryways, Covered Patios, Uncovered Patios</b>	<b>LIMITED COMMON ELEMENT</b>	OWNER shall be responsible for cleaning the Unit's courtyard/entryway, covered and uncovered patios	<b>OWNER</b>
	<b>Inside the Unit</b>	<b>UNIT</b>	OWNER shall maintain in good order and shall repair all portions of Owner's Unit	<b>OWNER</b>
Private Roadways (CC&Rs § 5.1.1)	<b>COMMON ELEMENT</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace all Common Elements	<b>ASSOCIATION</b>
Roof (CC&R § 5.1.3)	<b>UNIT Area of Association Responsibility</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace all Areas of Association Responsibility	<b>ASSOCIATION</b>
Roof Drains (CC&R § 5.1.2)	<b>LIMITED COMMON ELEMENT</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace roof drains	<b>ASSOCIATION</b>
Sidewalks (wherever located) (CC&Rs § 5.1.1)	<b>COMMON ELEMENT</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace all Common Elements	<b>ASSOCIATION</b>

Item	Classification	Maintenance Responsibility	Maintenance Description	Who Pays?
Stucco – Exterior of Unit (CC&R § 5.1.3)	<b>UNIT Area of Association Responsibility</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace all Areas of Association Responsibility	<b>ASSOCIATION</b>
Unit Ceiling (finished and unfinished) (CC&Rs § 2.5.1, 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all portions of Owner’s Unit	<b>OWNER</b>
Unit Floors (finished and unfinished) (CC&Rs § 2.5.1, 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all portions of Owner’s Unit	<b>OWNER</b>
Unit Foundations & Subfloors (CC&Rs § 2.5.1, 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all portions of Owner’s Unit	<b>OWNER</b>
Unit Walls (finished and unfinished) (CC&Rs § 2.5.1, 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all portions of Owner’s Unit	<b>OWNER</b>
Unit – Interior Portions (CC&Rs § 2.5.1, 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all interior portions of Owner’s Unit	<b>OWNER</b>
Unit – Structural Portions (CC&Rs § 2.5.1, 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all structural portions of Owner’s Unit	<b>OWNER</b>
Utilities (CC&Rs §§ 2.8.2, 5.1.1, 5.2.2)	<b>LIMITED COMMON ELEMENT</b>	<b>OWNER</b>	OWNER shall maintain, repair, and replace each water, sewer, electric, cable, digital and other utility line, valve, switch, box, and panel <u>servicing only one Unit and located outside the Unit boundaries wherever located</u>	<b>OWNER</b>
	<b>COMMON ELEMENT</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace each water, sewer, electric, cable, digital and other utility line, valve, switch, box, and panel <u>servicing more than one Unit and located outside the Unit boundaries</u>	<b>ASSOCIATION</b>
	<b>COMMON ELEMENT</b>	<b>ASSOCIATION</b>	ASSOCIATION shall inspect, maintain, repair, and replace each water, sewer, electric, cable, digital and other utility line, valve, switch, box, and panel <u>servicing more than one Unit and located inside and outside the Unit boundaries</u>	<b>ASSOCIATION</b>
Walls enclosing entryways or patios (CC&Rs § 5.2.2)	<b>LIMITED COMMON ELEMENT</b>	<b>OWNER</b>	OWNER shall be responsible for the structural portions and interior surfaces (stucco and paint) of any walls enclosing the Unit’s entryway or patio	<b>OWNER</b>
Water Softener, Reverse Osmosis, or Other Similar System for a Unit (CC&Rs § 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all portions of Owner’s Unit	<b>OWNER</b>
Windows, Skylights, Glass Surfaces including Window Frames, Sills, Casings, Hardware & Screens (CC&Rs § 5.2.1)	<b>UNIT</b>	<b>OWNER</b>	OWNER shall maintain in good order and shall repair all portions of Owner’s Unit	<b>OWNER</b>

1. *Who Pays?* Section 5.1.2 of the CC&Rs provides that the Association may assess the cost of any maintenance, repair, or replacement of any Limited Common Element allocated exclusively to the use of one or more Units to the Unit Owner(s). In certain instances, the Association will bear the cost of any such work (e.g., resurfacing all driveways in the community) and in other instances the Association will assess the cost of any such work to the individual Unit Owner(s) to whom the Limited Common Element is allocated (e.g., resurfacing one driveway due to oil stains).
2. If an Owner or the occupants, guests, or pets of the Owner’s Unit cause damage to any Common Elements, Areas of Association Responsibility, or any Improvements, landscaping or equipment thereon, the Association shall repair or replace the damage, and the Association shall assess the responsible Owner the cost of the repair or replacement. *CC&Rs § 5.3.*
3. If an Owner fails to maintain his Unit and the Limited Common Elements for which he is responsible, the Association, after written notice to the Owner, may perform the required maintenance and assess the responsible Owner the cost of the maintenance. *CC&Rs § 5.4.*



# Overlook Parking Requirements

April 8, 2021

The Overlook Homeowners Association (HOA) has been receiving a significant number of complaints regarding parking issues within our community. It is requested that each homeowner show consideration and respect for their neighbors by adhering to our parking requirements:

## Homeowners Vehicles

- Homeowners' vehicles should be parked in your garage (preferred) or your driveway
- Homeowners' vehicles should NOT be parked in the street or guest cutouts (these are for visitors only)
- When parking in your driveway, vehicles shall not encroach on the sidewalk or street

## Visitor's Vehicles

- Visitor's vehicles should be parked in the host's driveway or nearby guest parking cutouts
- Visitor's vehicles may be parked in the street, but only if the guest parking cutouts are full
- If parking in the street, avoid parking adjacent to, or opposite from, neighboring driveways
- The duration for visitor parking should be limited as specified in the CC&Rs/Design Guide
  - No longer than 6 hours within any 24-hour period for visitors parking in the street
  - No longer than 4 days in any 30-day period for visitors parking in the guest cutouts
- A Guest Parking Pass may be requested for longer durations, as discussed below

## Garages & Sidewalks

- Ideally, garage doors should be kept closed, except when entering or exiting
- Garage doors may be left open briefly while working outside, but on an infrequent basis
- Parked vehicles shall not block the sidewalks in either a horizontal or vertical direction
- No garage shall be altered or used for storage or other purposes which preclude the parking of at least two automobiles.

Detailed requirements can be found in Section 4.13 of the Overlook CC&Rs and in the "General Restrictions Regarding Parking of Vehicles and Garages" section of the Overlook Design Guide.

If you wish to seek a variance to these requirements from the HOA Board, please contact **Dustin Snow** ([dustin@snowaz.com](mailto:dustin@snowaz.com)) or **submit directly to SPS on the Overlook Webpage** at least 48 hours in advance with the dates, times and vehicles needing coverage. This does not guarantee approval but will allow time for the Board to decide on a solution.

Should any homeowner notice any vehicle in violation of these parking guidelines, please contact **Dustin Snow** ([dustin@snowaz.com](mailto:dustin@snowaz.com)) or **submit directly to SPS on the Overlook Webpage at** [www.overlookatfirerock.com](http://www.overlookatfirerock.com)

Please contact Overlook HOA management with any questions.

Regards,

The Overlook Board & Architectural Review Committee

# OVERLOOK AT FIREROCK HOMEOWNERS' ASSOCIATION

## Architectural Change Application

HOMEOWNER NAME(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ LOT # \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**PLEASE NOTE: A MAXIMUM OF 45 DAYS IS REQUIRED TO PROPERLY REVIEW AND RESPOND TO IMPROVEMENT REQUESTS.**

Prior to committee review, the homeowner must sign to verify that:

1. Association fees are paid and current.
2. No liens and/or fines are owed to the Association.
3. I understand and agree that:
  - A. A copy of this request shall be returned to me after review by the Architectural Committee
  - B. No work on this request shall commence until written approval by the Architectural Committee has been received.

### APPLICATION INSTRUCTIONS

In addition to this application, you will need to submit the following attachments:

- Full details of purpose and/or reason for improvement.
- Site plan with location of improvement drawn to scale. Note distance from property lines. Show relationship of improvement to neighboring homes and/or open spaces.
- Scale drawings and/or illustrations showing design of proposed improvement and relationship to existing house.
- Type, color and size of improvement and materials.

1. Description of work to be done: \_\_\_\_\_

2. Type of materials to be used: \_\_\_\_\_

3. Color(s) to be used (include sample paint chips or materials if appropriate): \_\_\_\_\_

4. Dimensions of structure (heights, width, etc.) if applicable: \_\_\_\_\_

5. Work to start within \_\_\_\_\_ days of approval.

Work to be completed within \_\_\_\_\_ days after approval.

Will permits from Fountain Hills be required? \_\_\_\_ Yes \_\_\_\_ No

Contractor/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

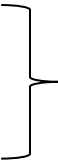
Phone #: \_\_\_\_\_ License No: \_\_\_\_\_

Architectural Committee requests will be returned within 45 days. Requests will be approved, denied, or returned for additional information. All approved requests are subject to an Architectural Committee completion review to assure the project has been completed as approved. If deviation from the approved requested has occurred, the homeowner will be responsible for taking corrective action within 30 days to adhere to the request approval as granted. By signing below, we acknowledge that we have received the guidelines applicable to this application and agree to follow them as written.

HOMEOWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



- REJECTED**
- ADDITIONAL INFORMATION REQUIRED**
- APPROVED WITH CONDITIONS**
- APPROVED**



*Refer to comments below  
for details, as applicable*

COMMENTS:

This Architectural Change submittal, when approved (with conditions as applicable), constitutes issuance of the Certificate of Approval. This approval is subject to all applicable City & State permits, codes and regulations, with the homeowner responsible for compliance.

REVIEWED/APPROVED BY:

Committee Member \_\_\_\_\_ Date \_\_\_\_\_

Committee Member \_\_\_\_\_ Date \_\_\_\_\_

Committee Member \_\_\_\_\_ Date \_\_\_\_\_



**COMPLETION REVIEW OF REQUEST**

COMPLETION APPROVED: \_\_\_\_\_ Date \_\_\_\_\_