MAINTENANCE POLICY

Adopted by Resolution No. 09-015,

On November 11, 2009

UTE INDIAN TRIBALLY DESIGNATED HOUSING ENTITY
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UTE INDIAN TRIBALLY DESIGNATED HOUSING ENTITY
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I. PURPOSE.

A. The policy enacted herein supercedes and rescinds all previous maintenance policies and practice statements and is the official Maintenance Policy (Policy) of the UTE INDIAN TRIBALLY DESIGNATED HOUSING ENTITY (UITDHE). It is intended to standardize maintenance procedures and shall be reviewed periodically to assure compliance with guidelines established by the U.S. Department of Housing and Urban Development.

B. Systematic and prudent maintenance keeps housing units in a good state of repair, appreciably extends their useful life, and results in lower overall costs. It also encourages Tenant and Homebuyer satisfaction and, by example, elicits cooperation. Maintenance is performed to accomplish several purposes. One is to keep all Buildings, Equipment, and Grounds (Plant Elements) in condition so they fulfill their intended functions during their life expectancies. Another is to remove any condition that may lead to injuries or accidents. A third purpose is to forestall breakdowns by regular inspections, to repair or replace a plant element before it involves other adjacent elements in a breakdown, to reduce long-range operating costs, and to lessen the necessity for major restorations and improvements.

II. DEFINITIONS. As used in this Policy:

A. "Building" includes but is not limited to roofs, attic spaces, gutters, and downspouts, walls, porches, foundations, crawl spaces, windows, floors, doors, etc.

B. "Equipment" includes but is not limited to utility lines; piping; heating, cooling, and plumbing equipment and fixtures; pumps; tanks; ranges; refrigerators; incinerators; and tools.

C. "Grounds" includes but is not limited to lawns, roads, walks and other paved areas, trees and plants, fences, play areas, and drainage facilities.

D. "Homebuyer" means the person who has signed as the participating homebuyer an Homebuyer's Occupancy Document with UITDHE and who occupies or has the right to occupy a housing unit pursuant to that Homebuyer's Occupancy Document.

E. "Homebuyer's Occupancy Document" means the document giving rise to the Homebuyer's right of occupancy or use of a housing unit.

F. "Maintenance" means the process of keeping the Plant Elements from declining in usefulness and appearance.

G. "MEPA" means the Monthly Equity Payments Account maintained for each Homebuyer under the Mutual Help and Occupancy Program pursuant to a Mutual Help and Occupancy Agreement ("MHOA").

H. "Non-Routine Maintenance" means extraordinary maintenance and includes but is not limited to replacement of equipment, betterments, and additions; some major repairs; and rehabilitation involving substantial expenditures. Non-Routine Maintenance often is required as the result of disasters and natural occurrences such as lightening, floods, fire, obsolescence, and, in some instances, neglect, although maintenance involving replacement of roofs, replacement of eroded gas and heating lines, and rehabilitation of ground cover would also be considered Non-Routine Maintenance.

I. "Renter's Occupancy Document" means the document giving rise to the Tenant's right of occupancy or use of a housing unit.

J. "Repair" means the restoration by overhaul of the facility to a condition substantially equivalent to its original capacity.

K. "Replacement" means the substitution of component parts of equipment to extend its useful life.

L. "Tenant" means a person who occupies or has the right to occupy a low rent unit in a project operated by UITDHE by virtue of having signed a Renter's Occupancy Document with UITDHE.

III. **RECORDS.** UITDHE shall keep the following records.

A. **Work Orders.** A work order shall be prepared as an original and two (2) copies. The work order shall be filled out in the office following a Homebuyer/Tenant complaint or the discovery of the need for any repair work. It should give the location and nature of the work to be done, the date, the work number of the order, the time the work is started and completed, and, in cases of work in a dwelling unit, the Homebuyer's/Tenant's name. The original of the work order is to be given to the person assigned to do the job; one copy will be retained in the office; the other copy will be given to the Homebuyer/Tenant. The person assigned to the job shall add to or correct the description of the job if necessary and shall obtain the Homebuyer's/Tenant's signature when applicable. The office copy is used to check on the backlog of work and, upon completion of the work, shall be filed in numerical order. Once the work is complete, the original copy shall be filed in the Homebuyer's/Tenant's file.

B. **Building and Grounds Inspection Records.** Inspection records list the elements to be inspected periodically in each project. Forms shall be provided for each

unit inspection, for each Building inspection, and for the Grounds inspection. Any items found needing correction shall be noted in the course of the inspection, and work orders shall be provided. The duplicate of the work order then serves as a follow-up check to see that the work has been accomplished within a reasonable time.

C. Equipment Inspection Record. Each piece of major Equipment shall have its own inspection record, and all inspection, maintenance, and repair data shall be entered in that record. The cost of overhauls, including that done by outside repairmen, shall also be entered. Periodic review of Equipment inspection records allows scheduling of inspection at the frequency determined to be necessary for each piece of Equipment.

D. Paint Record. The paint record provides a permanent record of interior painting in units, whether performed by the Tenant with project furnished paint or by UITDHE maintenance staff.

IV. NEW PROJECTS. A supervisory maintenance person may be employed for a new project before construction is completed so that he or she may observe operating tests, learn pipe and valve locations and other details, and become familiar with the physical aspects of the project while all the elements are still open to view and under the care of the contractor. UITDHE shall obtain copies of "as-built" drawings and addenda whereon are marked any changes or additions, and to obtain and permanently file equipment warranty expiration dates and manufacturers' instruction and service booklets.

V. HOMEOWNERSHIP PROGRAMS.

A. Maintenance.

1. Homebuyer's Responsibility for Maintenance. The Homebuyer shall be responsible for routine and Non-Routine Maintenance of the home, including all repairs and replacements (including repairs and replacements necessitated by damage from any cause). UITDHE shall not be obligated to pay for or to provide any maintenance of the home other than the correction of warranty items reported during the applicable warranty period.

2. Homebuyer's Failure to Perform Maintenance. Failure of the Homebuyer to perform his or her maintenance obligations constitutes a breach of the Homebuyer's Occupancy Document. Upon a determination by UITDHE that a breach has occurred, UITDHE shall require the Homebuyer to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for maintenance work to be done within a reasonable time by the Homebuyer, or to be done by UITDHE and charged to the Homebuyer's MEPA. If the Homebuyer's MEPA does not contain sufficient funds to cover the cost of repairs or if the Occupancy Document does not establish a MEPA, the cost will be divided into equal amounts and added to the Homebuyer's required monthly payment to be paid over a period of time not to exceed one year. If UITDHE

determines that the condition of the property creates a hazard to the life, health, or safety of the occupants, or if there is an immediate risk of serious damage to the property if the condition is not corrected, the corrective work shall be done promptly by the Homebuyer, or by UITDHE with a charge of the cost to the Homebuyer's MEPA. If the Homebuyer's MEPA does not contain sufficient funds to cover the cost of repairs or if the Occupancy Document does not establish a MEPA, the cost will be divided into equal amounts and added to the Homebuyer's required monthly payment to be to be paid over a period of time not to exceed one year. At UITDHE's discretion, a deposit may be required.

3. **Work Order.** Any maintenance work performed by UITDHE shall be accounted for through a work order stating the nature of and the charge for the work. The Homebuyer shall receive a copy of all work orders for his or her home. The Homebuyer shall be responsible for the cost of any maintenance work performed by UITDHE. UITDHE shall reserve the right to refuse new work orders if previous work order costs have not been paid.

4. **Outside Workers or Contractors.** A Homebuyer may not enter into any special arrangements for obtaining maintenance services from outside workers or contractors without the prior written approval of UITDHE. Any such special arrangements, notwithstanding approval of UITDHE, shall be the sole financial responsibility of the Homebuyer, and UITDHE has no responsibility for arranging or paying for any such outside maintenance services.

B. **Inspections.**

1. **Inspection Before Move-in and Identification of Warranties.** In order to provide a record of the condition of the home as of the date of occupancy, an inspection of the home by UITDHE and the Homebuyer shall be made as close as possible to, but not later than, the date of occupancy. After the inspection, UITDHE shall give the Homebuyer a written statement, signed by the person completing the inspection, of the condition of the home and equipment. If the Homebuyer concurs with the statement, he shall sign a copy of the statement. If the Homebuyer does not concur, he or she shall state his objections in writing on the statement.

2. **Inspections During Contractor's Warranty Periods; Responsibility for Items Covered by Warranties.** On or before the date of occupancy of each home, UITDHE shall furnish the Homebuyer with a list of applicable contractors', manufacturers', and suppliers' warranties, indicating the items covered and the periods of the warranties. No less often than every three months during the warranty period or periods, UITDHE shall inspect the items covered by the warranties. At each inspection, UITDHE shall obtain a signed statement from the Homebuyer as to any deficiencies in any of the Plant Elements so that it may enforce any rights under the applicable warranties.

Independent of these UITDHE inspections, it shall be the responsibility of the Homebuyer during the period covered by the applicable warranties to inform UITDHE

promptly of any deficiencies or breach of warranties so that UITDHE may enforce any rights under the applicable warranties. If a Homebuyer fails to report such a deficiency or breach in time, and UITDHE is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the Homebuyer.

3. **Inspection upon Termination of Agreement.** If the Homebuyer's Occupancy Document is terminated for any reason, UITDHE shall inspect the home, after notifying the Homebuyer of the time for the inspection, and shall give the Homebuyer a written statement of the cost of any maintenance work required to put the Plant Elements in satisfactory condition for the next occupant. Such cost shall be the sole responsibility of the Homebuyer.

4. **Physical Inspections.** UITDHE shall conduct a complete interior and exterior examination of each home on a regular basis, but not less frequently than once every three years, and shall furnish a copy of the inspection report to the Homebuyer. Inspections shall be scheduled during the months of July and August of each year. One third (1/3) of the homes be inspected each year, with subsequent inspections of each unit occuring within thirty (30) days of the three (3) year anniversary of the initial inspection conducted under this policy. Any item requiring repair or replacement will be recorded. This will include but not be limited to plaster repairs, painting, termite inspection, roof deterioration, overloading of electric circuits, and corrosion control. Following the inspection, the UITDHE inspector shall give the Homebuyer a written statement, signed by the inspector, of the condition of the Plant Elements. The Homebuyer shall sign a copy of the statement and indicate when necessary repairs and/or replacements will be made. A copy of the inspection statement will be retained in the Homebuyer's permanent folder, and a duplicate copy shall be given to the Homebuyer. A follow-up procedure will be established to see that all required repairs and replacements have been carried out within a reasonable period of time.

5. **Homebuyer Permission and Participation in Inspections.** The Homebuyer shall permit UITDHE to inspect the home at reasonable hours and intervals in accordance with rules established by UITDHE. The Homebuyer shall also be notified that he or she or his or her representative may join in the inspection.

C. **Structural Changes.** A Homebuyer shall not make any structural changes in or additions to his or her home unless UITDHE has first determined in writing that such change would not (a) impair the value of the home, the surrounding homes, or the project as a whole; or (b) affect the use of the home for residential purposes. Additions to the home include but are not limited to energy conservation items such as solar panels, wood-burning stoves, flues, and insulation. Any changes made in accordance with this section shall be at the Homebuyer's expense, and, in the event of termination of the Homebuyer's Occupancy Document, the Homebuyer shall not be entitled to any compensation for such changes or additions.

If the Homebuyer is in full compliance with the terms of the Homebuyer's Occupancy Document and the Occupancy Document provides for a MEPA, UITDHE may agree to

allow the Homebuyer to use the funds in the MEPA for betterments and additions to the home. In such event, UITDHE shall determine whether the Homebuyer will be required to replenish the MEPA or if the funds are to be loaned to the Homebuyer at an interest rate determined by UITDHE. The Homebuyer cannot use MEPA funds for luxury items, as defined by UITDHE. If the Occupancy Document does not provide for a MEPA, the Homebuyer is in full compliance with the Terms of the Homebuyer's Occupancy Document, and UITDHE has sufficient funds available, the Homebuyer, in the Board's sole discretion, may be allowed to borrow against equity in his or her home for betterment and additions. In such event, the Homebuyer shall repay the equity loan over a term and at an interest rate determined in the sole discretion of the Board.

D. **Advice and Technical Assistance**. UITDHE will provide pre-occupancy and post-occupancy training to Homebuyer families, which training shall consist of the following:

1. Training will be provided to explain the Homebuyer Program and the rights and obligations of the Homebuyers.

2. Training will be provided to increase the knowledge and understanding of Homebuyers of the methods and means properly to care for and maintain (1) both the interior and exterior structures of the home, including electrical, plumbing (including water heaters and pumps), and heating systems; (2) major appliances, refrigerators, ranges, and dishwashers; (3) minor appliances, such as can openers and toasters; and (4) yards and gardens. In addition, training will be provided to Homebuyers to increase their knowledge about simple repair techniques with regard to the above-mentioned house components and equipment.

3. Training will be provided to Homebuyer families on family budgeting, use of credit, and meeting financial obligations, including their responsibility to make the required monthly payments and to allocate funds to various other necessities, such as utilities.

4. Homebuyers will be given information on and, where appropriate, will be assisted by referrals to, local, state, and federal agencies whose programs relate to total family counseling and social service, including services on problems such as alcoholism, drug abuse, etc.

VI. LOW-RENT PROGRAM.

A. **Standards**. UITDHE is responsible for routine and non-routine maintenance of low-rent units. UITDHE's standards of maintenance shall be consistent with the objectives of providing satisfactory, decent, safe, and sanitary housing at economical cost and of having the buildings and grounds present an attractive and well-groomed appearance, and must comply with all applicable federal, tribal, and other standards and

regulations. All maintenance services and preventive maintenance programs shall be rendered on a regular and scheduled basis.

1. **Maintenance, Repair, and Replacement.** Maintenance, Repair, and Replacement is preferred to rehabilitation of units whenever reasonable.

2. **Preventive Maintenance.** Preventive maintenance is based on regular methodical inspections. Preventive maintenance includes, but is not limited to:

a. Scheduled checking, adjusting, calibrating, cleaning, and lubricating of heating and other equipment, including but not limited to testing and documenting systems at regular intervals;

b. Periodic inspection, service, and replacement of equipment and equipment parts, including fire safety equipment, in compliance with applicable and established standards;

c. Pest and vermin inspection and elimination;

d. Periodic, scheduled painting of contact surfaces;

e. Inspection and repair of buildings and underground facilities;

f. Inspection for and correction of condensation, dampness, and fungus in wood, and rust in iron components;

g. Patching and sealcoating of paved surfaces, as needed;

h. Correction of erosion and drainage deficiencies;

i. Fertilization and cultivation of planted areas;

j. Installation of protective barriers, where needed, for grounds;

k. Caulking around bathtubs, toilets, countertops, windows, and doors;

l. Winterization;

m. Cathodic protecting of pipes.

3. **Tenant Responsibilities.** The Tenant shall assume responsibility for the normal care and maintenance of the home, including but not limited to cleaning the range hood filters, waxing floors, cleaning interior wall surfaces, payment for replacement

keys or rekeyed locks if keys are lost[1], maintaining lawns adjacent to units, painting interiors, caring for common areas, and other similar activities that UITDHE normally will not perform. Tenant maintenance must be performed under the guidance and supervision of UITDHE maintenance staff. Training in such activities will be provided by UITDHE to ensure participant understanding and compliance.

B. **Maintenance Plan.** All maintenance activities shall occur according to a plan, which shall include but not be limited to:

1. A system for receiving and recording Tenant requests and transmitting them promptly to the maintenance section.

2. Assignment of the work to the best qualified or certified maintenance person.

3. Designation and maintenance of a storeroom where sufficient materials, supplies, and tools are stored; a record of items issued from the storeroom must be kept.

4. Supervisory spotchecks to determine the quality and quantity of work performed.

5. A plan and standards for the rehabilitation of vacated units so they may be readied for occupancy without undue loss of time and in a safe and sanitary manner.

6. A schedule for preventive maintenance inspections and work on equipment

7. A log to indicate when servicing of large pieces of equipment was performed, and what parts were changed.

8. A regularly-scheduled physical inspection of each dwelling unit, every building, and all facilities, and the recording of any item requiring repair or replacement. This will include but not be limited to plaster repairs; painting; termite inspection; roof deterioration; safety of electric circuits; and corrosion control. A follow-up procedure should be established to see that all required repairs and replacements have been carried out within a reasonable period of time.

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[1]Rekeying locks by Tenant without the consent of UITDHE will be deemed a material breach of the Tenant Occupancy Agreement and may be grounds for termination of occupancy.

9. Periodic inspection to determine the extent of compliance by Tenants with their maintenance and housekeeping responsibilities, particularly during the first month of occupation of a Tenant.

10. Periodic conferences between the Executive Director and maintenance personnel to discuss maintenance standards and future plans, and to ascertain whether current work is progressing as planned.

C. **Maintenance Service Requests.** The following procedures shall apply to Tenant requests for maintenance service:

1. Except in emergencies when Tenants may make oral, telephonic requests, Tenants shall submit all requests for routine and Non-Routine Maintenance service to UITDHE in writing on a form provided by UITDHE.

2. UITDHE shall forward all maintenance service requests to the maintenance department no later than close of business on the day of receipt; requests for emergency service shall be transmitted immediately. Non-emergency requests for maintenance shall be completed within a reasonable time, but not more than seven days after receipt of the request by UITDHE; unless such time is extended due to weather conditions or unavailability of supplies. If an extension is unavoidable, UITDHE must notify the Tenant in writing and provide an expected date of completion. Failure of UITDHE to service any maintenance request within such time shall not give Tenant the right to deduct any amount from the monthly rental payment otherwise due.

D. **Inspections.**

1. **Physical Inspections.** UITDHE shall conduct a complete interior and exterior examination of each home on a regular basis, but not less frequently than once per year, and shall furnish a copy of the inspection report to the Homebuyer. Inspections shall be scheduled in July and August of each year, and subsequent inspections of each unit shall be due within thirty (30) days of the one (1) year anniversary of the initial inspection conducted under this policy. Any item requiring repair or replacement will be recorded. This will include but not be limited to plaster repair, painting, termite inspection, roof deterioration, overloading of electric circuits, and corrosion control. Following the inspection, UITDHE inspector shall give the Tenant a written statement, signed by the inspector, of the condition of the unit and equipment, clearly showing the repairs and/or replacements for which the Tenant is responsible under this Policy. The Tenant shall sign a copy of the statement and indicate when necessary repairs and/or replacements will be made. A copy of the inspection statement will be retained in the Tenant's permanent folder and a duplicate copy shall be given to the Tenant. A follow-up procedure will be established to see that all required repairs and replacements have been carried out within a reasonable period of time.

2. **Tenant Permission and Participation in Inspection.** The Tenant shall permit UITDHE to inspect the unit at reasonable hours and intervals during the Renter's Occupancy Document term in accordance with rules established by UITDHE. The Tenant shall also be notified that he or she or his or her representative may join in the inspection.

E. **Maintenance Training Programs.** UITDHE shall regularly schedule and conduct or contract for various training programs for maintenance personnel in new methods and work simplification techniques, as well as the prevention of safety hazards and other maintenance programs.

F. **Payment.** Any damages not the result of normal wear and tear will be charged to the Tenant. All service charges shall become payable immediately after the Tenant receives an itemized cost of repairs. At UITDHE's discretion, a deposit may be required. In some instances, UITDHE may wish to add the charges to the rent payment; such arrangements must be mutually agreed upon between the Tenant and UITDHE. UITDHE shall reserve the right to refuse requests for repair of Tenant caused damage if the previously billed costs are not paid.

G. **Emergency Services.** UITDHE will provide emergency services only if there is a hazardous situation or a threat to the health and safety of the Tenant or to others, including but not limited to water breaks, heater malfunction, and electrical problems. If UITDHE determines that the repair is one that could have been completed by the Tenant without difficulty, the cost for labor shall be charged to the Tenant.