

MUTUAL HELP MAINTENANCE POLICY AND PROGRAM

I. Policy Introduction

To ensure that safe, decent and sanitary conditions exist in each of the dwelling units in our Mutual Help projects, the Northern Circle Indian Housing Authority (hereinafter called the "Authority") has established a maintenance program for its Homebuyers.

The Homebuyer has major responsibilities to the Authority under the terms of the Homebuyer's agreement as stated in the regulations and or policies which the Authority may adopt. Therefore, this policy will state the maintenance responsibilities and obligations of the Authority and the Homebuyer in accordance to the Mutual Help and Occupancy Agreement.

The Authority shall use its best efforts to obtain compliance with the following rules and regulations sufficient to assure full performance of the respective maintenance responsibilities of the Authority and Homebuyer. A copy of these rules and regulations are posted in the Northern Circle Indian Housing Authority office at 694 Pinoleville Drive, Ukiah, California 95482 and are also provided each Homebuyer.

II. Maintenance Program

A. Responsibilities of the Homebuyer

1. The Homebuyer shall be responsible for all maintenance of the home, including all repairs and replacements (including those necessitated by the damage from cause).

Sample list of items for which the Homebuyer is responsible:

The Homebuyer is responsible for the repair and/or replacement of all items, interior and exterior, including but not limited to the following:

INTERIOR: Painting, all plumbing fixtures and lines, shut-off valves, range and oven, refrigerator, water heater, furnace (or other space heater) and filters, exhaust fans, counter tops, doors and hinges, drapery hardware, light fixtures and bulbs, light switches, closet doors, clothes poles, locks and jambs, cabinet hardware, flooring (or carpeting), medicine cabinet mirror, bathroom accessories (toilet paper holder, towel bars and shower curtain rods), smoke detector, attic and crawl space insulation, sewer piping, fireplace and flue.

EXTERIOR: Painting, siding, doors and associated hardware, windows and screens, roofing, landscaping (grass, trees and shrubs), air conditioner (or evaporative cooler), fascia and trim, foundation and attic vents, circuit breaker switches, hose bibs, septic tank, leach field, rain gutters (or diverters) and downspouts, splashblocks, light fixtures, storage building, parking pad, garage, television antenna, fencing.

2. Failure by the Homebuyer to perform his maintenance obligations constitutes a breach of the MHO Agreement. In the event that this occurs, the Authority shall require that the Homebuyer develop a plan to resolve the breach and complete the maintenance work within a reasonable time. If the work is to be done by the Authority, the costs of reparation

shall be charged to the Homebuyer's Monthly Equity Payments Account (MEPA) for participant under the MHO Agreement.

3. If outside workmen or contractors are needed to make necessary repairs, it shall be the responsibility of the Homebuyer to obtain their services.

4. Only where no other assistance is available, the Homebuyer may request that the Authority do the maintenance work and pay for the repairs upon completion of the work. The terms of payment shall be mutually agreed upon prior to starting the work.

5. If any defects are found during the warranty period of the appliance or equipment, the Homebuyer shall notify the Housing Authority in order that the proper action can be taken to correct them.

B. Responsibilities of the Northern Circle Indian Housing Authority

1. The Authority shall be responsible for coordinating counseling programs to train and advise potential Homebuyers of their maintenance responsibilities prior to occupancy.

The areas to be covered will include:

Operation of Appliances and Equipment in the Home

Preventive Maintenance Programs

Energy Conservation

Routine Maintenance and Housekeeping Techniques

In addition, advice and consultation may be obtained from other sources and resources.

2. Initial Occupancy Inspections: Responsibility for Items Covered by Warranty

a. Prior to occupancy of a new home, a final inspection will be conducted by the architect, the contractor, the Housing Authority and other appropriate persons. The Homebuyer shall be notified that he or his representative may join in the inspection. After the inspection, the Authority inspector shall give the Homebuyer a written statement, signed by the inspector, of the condition of the home and equipment. If the Homebuyer does not concur, he shall site his objections. The

inspector shall note all such objections on the statement, and the differences shall be resolved by the Authority Contracting Officer.

b. On or before commencement of occupancy of the home, the Authority shall furnish the Homebuyer with a list of applicable contractors', manufacturers', and suppliers' warranties indicating the items covered and the periods of the warranties.

c. The Authority shall inspect the home during the first three (3) months of occupancy and at least two weeks prior to the expiration of the contractors' warranty period(s). The latter inspection shall be conducted with the architect, contractor and other representatives as appropriate, whenever possible, in order to obtain joint concurrence of findings. Additional inspections may be performed as necessary.

The inspections shall include the items covered by manufacturers' and suppliers' warranties, as well as those covered by the contractor's warranties. At each inspection, the Authority shall obtain a signed statement from the occupants as to any deficiencies in the structure, equipment, grounds, etc., so that it may enforce any rights under the applicable warranties.

d. Independent of the Authority inspections required by the MHO Agreement as stated in b. and c. of this section, it shall be the responsibility of the Homebuyer during the applicable warranty periods (including manufacturers' and suppliers' warranties) to promptly inform the Authority of any deficiencies that may arise so that the Authority may enforce any rights under the applicable warranties. If a Homebuyer fails to report such a deficiency in time, and the Authority is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the Homebuyer.

3. Inspections of Unit Under Management

After the initial one year warranty period, it shall be the responsibility of the Authority to perform inspections of the Mutual Help units on a yearly basis, as a minimum, to ensure that maintenance is being performed by the Homebuyers. During the inspection, the Authority may advise the resident on proper maintenance techniques, energy conservation and preventative maintenance measures. Work orders shall be filled out during these inspections for immediate repairs, if needed, to keep the houses in good physical condition. If any deficiencies are found,

the procedures specified under NCIHA Mutual Help Program Policy for Correction of Maintenance Deficiencies will be followed. (attached as Exhibit A)

4. Inspection Upon Termination of the MHO Agreement
If the HMO Agreement is terminated for any reason after commencement of occupancy, the Authority 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 home in satisfactory condition for the next occupant. If the work is to be done by the Housing Authority, it shall be charged in accordance with the MHO agreement.
5. If the condition of the home creates a hazard to life, health or safety of the occupants, the Authority shall have the work done, and charge the cost thereof to the Homebuyer's MEPA (in accordance with the MHO Agreement)
6. Any maintenance work done by the Authority shall be accounted for. The Homebuyer shall receive a copy of all work orders for his home.
7. The Authority may obtain contract services at a lower cost than the Homebuyers can individually for work items such as furnace and air conditioning servicing, septic tank pumping, and other such contract services. Every effort shall be made toward such arrangements as a matter of economic practicality. Information regarding such services will be posted in the Authority office.
8. Recordkeeping

The Authority shall establish individual files for each of the Homebuyers that will contain reports of any inspections conducted, maintenance related items, utility allowance data, and contract services, shall also be established for each project under the Authority's jurisdiction.

9. Plans and Specifications

The Authority shall obtain from the architect and retain copies of the as-built plans and specifications of the project for future reference.

C. RECOMMENDED Mutual Help Participant's Maintenance Checklist

The following Preventive Maintenance Checklist is recommended by the Housing Authority as a guide for the performance of specific maintenance items associated with the home. Most of them are preventative maintenance procedures which will help to prolong the life of the equipment, appliances and structural elements of the house. The Authority shall be available upon request for consultation.

Recommended Preventive Maintenance Items.

1. FLOORS:
Except for surfaces with "no wax" features, most vinyl and tile flooring can be scrubbed and waxed. Wax every 6 months.
2. PLASTIC COUNTERTOPS:
Wash down when necessary. Do not set hot pans on counter.
3. CONCRETE SLABS:
Fill cracks with epoxy to prevent further deterioration.
4. CRACK IN WALLS:
Fill and patch with plaster compound, repaint to match.
5. LANDSCAPING:
Trim grass and vegetation regularly. Clear brush and debris away from home to prevent fire.
6. HEATING AND COOLING SYSTEMS
Clean or replace filters each season. Remove all dust or accumulated debris from furnace or cooling system. Check belts and motors for function each season.
7. LIGHTING FIXTURES
Replace bulbs as necessary. Remove fixture covers and wash as needed.
8. PLUMBING
Check all faucets and plumbing fixtures for leaks two times a year. Repair all leaks identified.
9. SMOKE DETECTORS
Replace batteries two times a year. Suggested when time changes from standard to day light savings

10. APPLIANCES

Clean under refrigerator and range at least annually. Remove dust from refrigerator motor and coils. Keep range free of grease. Clean range hood as required to keep grease free.

11. WOOD STOVE

Remove ashes and dispose of properly. Check door gasket for air tightness. Clean flue pipes and chimney prior to use each fall season.

12. EXTERIOR ITEMS:

Roof – check and apply caulking or black jack around vents annually.

Roof may need replacement after 10 to 15 years.

Paint – Siding should be repainted at least every 10 years.

Gutters – Clean debris and tighten joints annually.

Hose Bibs – Repair leaks immediately.