

RESOLUTION OF THE BOARD OF DIRECTORS

SHADOW RUN CONDOMINIUM ASSOCIATION

Roof Policy

WHEREAS, a Declaration of Horizontal Property Regime and Covenants, Conditions and Restrictions for Shadow Run Condominiums was recorded on October 18, 1985 at Document No. 1985-0497234, official records of Maricopa County, Arizona (the "Declaration") together with any amendments thereto. The capitalized terms utilized in this resolution which are not otherwise defined herein shall have the same meanings as ascribed in the Declaration.

WHEREAS, the Shadow Run Condominium Association's ("Association") Board of Directors ("Board") is responsible for the Association pursuant to the Declaration.

WHEREAS, Section 1.6 and 5.1 of the Declaration obligates the Association to maintain, repair, replace, restore, operate and manage all of the Common Area, all facilities, improvements, furnishings, equipment and landscaping thereon in good condition. This obligation includes maintaining and otherwise managing and caring for the roofs of the Condominium Buildings ("Buildings") on the Property.

WHEREAS, Section 7.11 of the Declaration provides that the Owner of each Condominium Unit shall be liable to the Association for all damage to the Common Area or improvements thereon caused by such Owner, tenants/occupants, guests or invitee of or to his Unit.

WHEREAS, the Board would like to clarify each Owner's responsibility with regard to notifying the Association of any maintenance, repairs, installations, or replacements to the Buildings or any appurtenances thereto that requires the Owner or the Owner's guests, vendors, agents, family members, or occupants of the Buildings to access the roof of the Buildings. Such maintenance, repairs, installations, or replacements may include, but are not limited to, the maintenance, repair, installation, or replacement of roof mounted air-conditioning units, solar panels, and skylights.

WHEREAS, the Board would also like to clarify each Owner's responsibility with regard to repairing any damage or destruction to the roof of the Building that is caused by any such access to the roof by the Owner or the Owner's guests, vendors, agents, family members, or occupants of the Building.

NOW, THEREFORE, the rights and obligations of the Owners with regard to accessing the roofs of their Residence and repairing damage to the roofs of their Residence shall be as follows:

(1) In the event an Owner requires access to the roof of said Building in order to facilitate any maintenance, repairs, installations, or replacements to the Building or any appurtenances thereto, which may include, but is not limited to the maintenance, repair, replacement, or removal of roof-mounted air-conditioning units, solar panels, and skylights, the Owner shall hire a licensed, bonded, and insured vendor(s) to perform such maintenance, repair,

replacement, or removal.

At least five (5) days in advance of any such work being performed, the Owner shall provide to the Association the name, license number, bond information, and insurance information for the Owner's vendor(s), as well as the date and time the work is to be performed, and the scope of work to be performed. An Owner's failure to provided to the Association the information set forth herein in the timeframe set forth herein shall be deeded a violation of the Association's governing documents.

(2) Home inspectors or other similar inspections or contractors are strictly prohibited from accessing the roof due to the tile nature of the roof. The Association shall provide a copy of the roof warranty to any Owner upon request to the Association.

(3) Satellite dishes are strictly prohibited from being placed or installed on the roof. Owners seeking to install a satellite dish must submit an Architectural Application to the Association and obtain prior written approval as to the location of the satellite dish prior to any installation. Any portion of the roof or common element damaged due to the installation of a satellite dish will be the Owner's responsibility.

(4) If a roof is damaged or destroyed through the act or omission of an Owner or any Owners' guests, vendors, agents, family members, or occupants of the Condominium Unit (whether or not such act is negligent or such party is otherwise culpable), and the Association performs the required repair or replacement to the roof, such Owner shall be obligated to pay the Association any and all costs incurred by the Association in repairing or replacing the damaged or destroyed roof.

(5) An Owner shall have ten (10) days after the Association completes the repair or replacement to pay the Association any and all costs incurred by the Association in repairing or replacing the damaged or destroyed roof. If not paid within ten (10) days, the amount due, together with interest, cost and reasonable attorney fees, shall become a lien secured by the Owner's lot and shall remain a lien thereon until paid in full.

A majority of the Board of Directors adopted the above Resolution on this 29th day of September, 2021.

Shadow Run Condominium Association


By:
Its: President