

**RESOLUTION OF THE BOARD OF DIRECTORS
VENU AT GRAYHAWK CONDOMINIUM ASSOCIATION**

Roof Policy

WHEREAS, a Declaration of Covenants, Conditions and Restrictions of Venu at Grayhawk was recorded at Document No. 20040207C62, official records of Maricopa County, Arizona (the "Declaration"). 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 Venu at Grayhawk Condominium Association ("Association") Board of Directors ("Board") is responsible for the Association pursuant to the Declaration.

WHEREAS, Article V Section 5.1 of the Declaration obligates the Association shall maintain, repair, and replace Common Element is subject to assessments pursuant to the Declaration. This obligation includes painting, repairing, replacing and caring for the roofs of the dwelling units.

WHEREAS, Article V Section 5.3 of the Declaration provides that in the event any part of the Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby irrevocably authorize the Association to repair said damaged element and the Association shall so repair said damaged element in a good workmanlike manner in substantial conformity with the original plans and specifications. The Owner shall then repay the Association the amount actually expended for such repairs.

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 Owner's dwelling unit or any appurtenances thereto that requires the Owner or the Owner's guests, vendors, agents, family members, or occupants of the Owner's dwelling unit to access the roof of the Owner's dwelling unit. 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 their dwelling unit 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 Owner's dwelling unit,

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

(1) In the event an Owner requires access to the roof of said Owner's dwelling unit in order to facilitate any maintenance, repairs, installations, or replacements to the

Owner's dwelling unit 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 other than emergency repairs, 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 the work to be performed. An Owner's failure to provide to the Association the information set forth herein in the timeframe set forth herein shall be deemed a violation of the Association's governing documents.

(2) 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 Owner's dwelling 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.

(3) 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 21st day of Sept, 2021.

Venu at Grayhawk Condominium Association

N. M. Weitzman
BY: NORMAN WEITZMAN
ITS: DIRECTOR