

## **RESOLUTION OF THE BOARD OF DIRECTORS**

### **CHATEAU DE VIE TWO HOMEOWNERS ASSOCIATION**

#### **Roof Policy**

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Chateau De Vie Two was recorded on April 28, 1969 at Document No. 1969-0074347, 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 Chateau De Vie Two Homeowners Association ("Association") Board of Directors ("Board") is responsible for the Association pursuant to the Declaration.

WHEREAS, Article VIII of the Declaration obligates the Association to provide exterior maintenance upon each Lot which is subject to assessments pursuant to the Declaration. This obligation includes maintaining and otherwise managing and caring for the roofs of the townhouses.

WHEREAS, Article X of the Declaration provides that in the event any common element, townhouse, carport or storage facility 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, townhouse, carport or storage facility, and the Association shall so repair said damaged element, townhouse, carport or storage facility in a good workmanlike manner in conformance with the original plans and specifications of the townhouses. The owner shall then repay the Association in 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 townhouse or any appurtenances thereto that requires the Owner or the Owner's guests, vendors, agents, family members, or occupants of the Owner's townhouse to access the roof of the Owner's townhouse. 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 townhouse 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 townhouse.

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

(1) In the event an Owner requires access to the roof of said Owner's townhouse in order to facilitate any maintenance, repairs, installations, or replacements to the Owner's townhouse 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) 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 townhouse (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 \_\_\_\_\_ day of \_\_\_\_\_, 2021. Sep 22 2021

Chateau De Vie Two Homeowners Association

*Lisa Stephens-Alford*

\_\_\_\_\_  
By:  
Its: President



Document Details

<b>Title</b>	CD2 Roof Resolution.pdf
<b>File Name</b>	CD2 Roof Resolution.pdf
<b>Document ID</b>	0057287649d54ec19c276c6d4e0995a6
<b>Fingerprint</b>	1cf3b0bd736167267f408a17773163fa
<b>Status</b>	Completed

Document History

<b>Document Created</b>	Document Created by Pam Cawley (pcawley@wearevision.com) Fingerprint: 1cf3b0bd736167267f408a17773163fa	Sep 21 2021 04:54PM UTC
<b>Document Sent</b>	Document Sent to Lesa Alford (femaz@yahoo.com)	Sep 21 2021 04:54PM UTC
<b>Document Viewed</b>	Document Viewed by Lesa Alford (femaz@yahoo.com) IP: 68.0.178.45	Sep 22 2021 03:25AM UTC
<b>Document Viewed</b>	Document Viewed by Lesa Alford (femaz@yahoo.com) IP: 68.0.178.45	Sep 22 2021 03:27AM UTC
<b>Document Signed</b>	Document Signed by Lesa Alford (femaz@yahoo.com) IP: 68.0.178.45	Sep 22 2021 03:28AM UTC
<b>Document Completed</b>	This document has been completed. Fingerprint: 0ad09609a76a12de44c2e449d29b2d1e	Sep 22 2021 03:28AM UTC