

## PASEO CROSSING COMMUNITY ASSOCIATION

### RULE AND RESOLUTION OF THE BOARD OF DIRECTORS REGARDING WALLS FOR REPAIR, REPLACEMENT AND MAINTENANCE

WHEREAS, the Paseo Crossing Community Association ("Association") is governed by the Declaration of Covenants, Conditions, Restrictions and Easements for Paseo Crossing, recorded in Maricopa County Recorder's Office at instrument no. 2001-0034324 (the "Declaration") as amended from time to time;

WHEREAS, Article 1, Section 1.02 of the Declaration provides that perimeter walls or fences ("Perimeter Walls") that are required to be maintained by the Association, except for the interior facing view fences located along the boundaries of the lots. Owners are responsible for painting and finishing the interior side of the perimeter fences that face their respective lots. Specifically, Article 1, Section 1.02 provides, in relevant part:

- (v) *all perimeter fences or walls for the Project, including any perimeter fences or walls located upon or within the boundaries of a Lot, provided, however, the Association shall not be responsible for painting or finishing the interior side of any perimeter fences or walls located upon or within the boundaries of a Lot;* and  
(vi) if any perimeter fence or wall of the Project is located within the boundaries of a Lot, the area of the Lot located outside such perimeter fence or wall.

WHEREAS, Article 10, Section 10.02, of the Declaration sets forth the adjoining Owners' shared obligation to maintain, repair and/or replace any wall which are on the dividing line between two contiguous Lots ("Common Wall"). Specifically, Section 10.02 provides:

*In the event any common wall is damaged or destroyed, including but not limited to deterioration from ordinary wear and tear, but other than by the act of the Owner of another Lot or his agents, guests, family or Lessees, the cost of reasonable repair and maintenance of a common wall shall be shared by the Owners whose Lots adjoin such common wall, at their joint and equal expense; provided, however, that each Owner shall be responsible for all nonstructural work (including painting) necessary to maintain the appearance of the common wall viewed from such Owner's Lot.*

WHEREAS, Article 10, Section 10.03 of the Declaration provides that the costs to repair any Common Wall damaged or destroyed through an act of an Owner or his agents, guests, or member of his family will be the responsibility of the liable Owner. Specifically, Section 10.03 provides:

*In the event a common wall is destroyed or damaged through the negligent or willful act of an Owner or any of his agents, guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to promptly rebuild or repair the common wall without cost to the other adjoining Lot Owner or Owners.*

WHEREAS, Article 6, Section 6.07 of the Declaration sets forth the Owner's and Association's obligation to maintain, repair and/or replace Boundary Walls, which are walls other than Common Walls and Perimeter Walls that are located between Association Common Area and an Owner's Lot. Specifically, Section 6.07 provides:

Fences and Walls (other than common fences and walls and other than perimeter fences included as Areas of Association Responsibility) ***located on a Lot shall be maintained, repaired and replaced by the Owner of the Lot. Any wall which is placed on the boundary line between a Lot and the Common Area*** (other than perimeter fences included as Areas of Association Responsibility) ***shall be maintained, repaired and replaced by the Owner of the Lot, except that the Association shall be responsible for the repair and maintenance of the side of the fence or wall which faces the Common Area***; provided, however, the Association shall have the right but not the obligation to repair and/or paint the side of any view fence which faces the Living Unit on a Lot at the same time the Association repairs and/or paints the side of such view fence that faces the Common Area and the Association shall have the right to assess the cost of such repairs and/or painting to the Owner of the affected Lot.

WHEREAS, Article 6, Section 6.05 of the Declaration provides that the costs to repair any Common Area damaged or destroyed through a willful or negligent act or omission of an Owner or any Lessees, Occupants, licensees, agents, guests, pets, or member of his family will be the responsibility of the liable Owner, Specifically, Section 6.05 provides:

Notwithstanding any other provision contained in this Declaration, ***in the event that any Lot or Common Areas are damaged or destroyed through the willful or negligent act or omission of any Owner, his family, pets, guests, Lessees, Occupants, licensees or agents and the Association performs the appropriate repairs or replacements as required or permitted herein, the cost to repair such damage or destruction shall be added to and become a part of the Assessment to which such Lot is subject.***

WHEREAS, Article 4, Section 4.01 of the Declaration requires Owners to obtain approval from the Association prior to any alterations to walls;

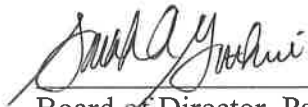
WHEREAS, the Board of Directors seeks to adopt these rules that will outline the Association's and Owners' current and future obligations to cooperate with such repairs and pay for their proportion for such maintenance, repair and/or replacement.

NOW, THEREFORE, the Board of Directors hereby adopts this Rule and Resolution, and makes it part of the Association Rules and Regulations, in order to set forth the Association's and the Owners' obligations as it pertains to wall maintenance.

1. The Association is responsible for maintenance and repair of Perimeter Walls, except for the interior side of any Perimeter Walls located upon or within the boundaries of Lots, which are the obligation of the Lot Owners.
2. The Association has the maintenance obligation to repair and/or paint the surface of the Boundary Wall that faces an Area of Association Responsibility/Common Area. When it undertakes this repair, the Association has the discretion to repair and/or paint the surface of any Boundary Wall which faces a Lot and assess the costs back to the Owners accordingly.
3. The Association shall have the right, but not the obligation to undertake any maintenance within the Project as the Board may from time to time determine to be in the best interest of the Association and the Members. The Board shall endeavor to use a high standard of care in providing any maintenance, management and repair, so that the Project will reflect a high pride of ownership.
4. Adjoining Owners are jointly and equally responsible for the cost of maintaining and repairing the walls built and placed on the dividing line between Lots (Common Walls). However, each Lot Owner shall be responsible for all nonstructural work (including painting) necessary to maintain the appearance of the common wall viewed from such Owner's Lot.
5. Prior to commencing any work on a wall, an Owner shall submit plans to the Association for approval regarding the specifications of their intent to conduct such maintenance, repair and/or replacement to the wall. Any repairs or replacement of a wall shall not commence unless approved by the Association. Within thirty (30) days from the Association's approval, an Owner shall conduct all repairs and replacement of the wall as approved by the Association.
6. Owners shall be liable for one hundred percent (100%) of the expenses related to repairing or replacing the Owner's portion of the wall that is damaged or destroyed through an act of an Owner, resident, lessee, agent, guest, invitee, or member of the Owner's family. The Owner shall similarly be liable for one hundred percent (100%) of the expenses related to repairing or replacing any landscaping that is damaged or destroyed through an act of an Owner, resident, lessee, agent, guest, invitee, or member of the Owner's family.
7. Owners shall be responsible for securing access to the Lot by boarding or gating the damaged portions of the wall until proper repairs are made.
8. In the event any Owner fails to maintain any portion of its Lot and the Improvements located thereon, the Association shall have the right, but not the obligation, to enter upon such Owner's Lot to perform the maintenance and repairs not performed by the Owner, and the

cost of such maintenance and repairs shall be added to and become a part of the Assessment to which such Lot is subject.

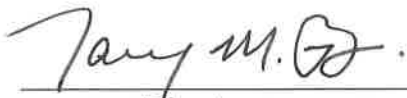
This Rule and Resolution was adopted at a properly noticed meeting and is immediately effective this 20 day of February, 2024 and shall form part of the Association Rules.



Board of Director, Paseo Crossing Community Association



Board of Director, Paseo Crossing Community Association



Board of Director, Paseo Crossing Community Association