

RESOLUTION OF THE BOARD OF DIRECTORS

T-1 MANAGEMENT COUNCIL

Roof Policy

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions of Ahwatukee T-1 was recorded at Document No. 1986-0121280, 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, T-1 Management Council's ("Council") Board of Directors ("Board") is responsible for the administration of the Council pursuant to the Declaration;

WHEREAS, Article IX of the Declaration obligates the Council to provide exterior maintenance to each lot that is subject to assessments under the Declaration. This obligation includes maintaining the roofs of the dwelling units.

WHEREAS, Article IX of the Declaration provides that any damage or destruction to the areas that the Council is obligated to maintain, repair, and replace that is caused by the negligent or culpable act of any Owner or any Owners' guests, vendors, agents, family members, or occupants of the Owner's dwelling unit, shall be repaired by the Council, the Owner shall be responsible to reimburse the Council the cost of any such repairs, and the cost of any such repairs, if unpaid, shall be a lien against the Owner's Lot.

WHEREAS, the Board would like to clarify each Owner's responsibility with regard to notifying the Council 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, the Owner shall provide the Council 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 the Council the information set forth herein in the timeframe set forth herein shall be deemed a violation of the Council'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 Council performs the required repair or replacement to the roof, such Owner shall be obligated to pay the Council any and all costs incurred by the Council in repairing or replacing the damaged or destroyed roof.

(3) An Owner shall have ten (10) days after the Council completes the repair or replacement to pay the Council any and all costs incurred by the Council in repairing or replacing the damaged or destroyed roof. If not paid within ten (10) days, the amount due 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 27 day of June, 2018.

T-1 Management Council

By: Joseph Shultz PRES
Its: President 3