

**CERTIFIED RESOLUTION  
OF THE BOARD OF  
DIRECTORS OF  
MARLEY PARK COMMUNITY ASSOCIATION, INC.  
(Service Area Resolution, Marley Park Parcels 1, 3 and 7)  
Effective November 19, 2019**

The undersigned, being the Secretary of MARLEY PARK COMMUNITY ASSOCIATION, INC., an Arizona non-profit corporation (the "**Association**"), hereby certifies that the following resolution has been duly adopted by the Board of Directors of the Association, and remain in full force and effect and have not been modified or terminated in any manner:

WHEREAS, those residential lots described in Exhibit "A" attached hereto are known as the "**Paired Units**"; and

WHEREAS, the Association was petitioned to establish a Service Area with respect to all of the Paired Units, pursuant to Sections 4.2 and 12.2 of the Community Charter for Marley Park, recorded in the official records of Maricopa County, Arizona, as Document No. 2004-0440662 (the "**Charter**"); and

WHEREAS, on October 10, 2006, the Association recorded a Notice of Establishment of Service Area against the Paired Units ("**Paired Unit Service Area**") in the official records of Maricopa County, Arizona at Document No. 2006-1334825; and

WHEREAS, on March 28, 2007, the Board of Directors of the Association adopted the Certified Resolutions of the Board of Directors of Marley Park Association, Inc. (Service Area Resolution, Marley Park Parcels 1, 3, and 7) ("**2007 Resolution**") which set forth the services that may be provided by the Association to the Paired Units ("**Paired Unit Services**") and established a Service Area Assessment (as defined in of the Charter at Section 14.2(c)) against the Paired Units to collect the relevant Service Area Expenses (as defined in the Charter at Section 14.1(b)); and

WHEREAS, the obligation to pay assessments, fees and other charges with respect to the Paired Unit Services commenced as to all Paired Units on August 1, 2005; and

WHEREAS, the 2007 Resolution is being amended and restated in its entirety by this Resolution of the Board of Directors of the Association and the 2007 Resolution is superseded and replaced by this Resolution; and

WHEREAS, Chapter 3, Subsection 3.15 of the Bylaws provide that the Board may do or cause to be done on the Association's behalf all acts and things except those which the Governing Documents or Arizona law require to be done and exercised by the membership;

NOW, THEREFORE, BE IT RESOLVED, that, in accordance with Section 4.2 of the Charter, (A) the Owners of all Paired Units may elect one (and only one) committee (the "**Paired Unit Service Area Committee**") to represent and act on behalf of the Owners of the Paired Units with respect to the Paired Unit Services, (B) the members of the Paired Unit Service Area Committee shall be elected in accordance with the terms and provisions of the By-Laws (as such term is defined in the Charter), provided, however, that for purposes of electing the members of the Paired Unit Service Area Committee, the "Owners" shall be deemed to mean the Owners of the Paired Units and the Paired Unit Service Area Committee shall be established in accordance with, and subject to, the terms and provisions of the Charter governing Service Area Committees, including by way of illustration and not limitation, Section 4.2 of the Charter, and (C) notwithstanding the foregoing, or any other provision of this Resolution, the Owner of a Paired Unit may deal directly with the Association in regard to benefits and services that may be provided to such Owner, except where the benefits or services are to be funded from the reserve established by the Association for the benefit of the Service Area (in which case, only the Paired Unit Service Area Committee is authorized to deal with the Association); and

BE IT FURTHER RESOLVED, that the Paired Units are and shall be subject to all assessments, fees and other charges with respect to the Paired Unit Services which may be duly imposed pursuant to the Charter; and

BE IT FURTHER RESOLVED, that except for maintenance, repair and replacement by the Association in accordance with this Resolution ("Paired Unit Services"), each Owner of a Paired Unit shall be solely responsible for all maintenance, repair and replacement of such Owner's Paired Unit, in accordance with the Community-Wide Standard (as defined in the Charter) and any and all other standards imposed from time to time pursuant to the Charter, the applicable Supplement (as defined in the Charter), applicable municipal ordinances, and other applicable law; and

BE IT FURTHER RESOLVED, that the Paired Unit Services shall be as follows:

(i) Maintenance of Portions of Paired Units. The Paired Unit Service Area Committee may request from time to time that the Association engage an

independent contractor ("**Independent Contractor**") to perform some or all of the following in connection with Paired Units for which certificates of occupancy have been issued:

- a. repainting the exterior surfaces of the Paired Units;
- b. maintenance, repair and replacement of the landscaping located on each Paired Unit and each Streetscape Area and installed in connection with the initial construction of the residential dwellings constructed on the Paired Units, including irrigation of such landscaping, but excluding any and all landscaping located within any enclosed, fenced or walled yard, courtyard or patio; and
- c. maintenance, repair and replacement of irrigation equipment installed in connection with the initial construction of such residential dwellings (including, without limitation, sprinklers, pumps, water lines, and time clocks) and serving the Paired Units, expressly excluding (1) any irrigation equipment installed by the Owner of any Paired Unit (which shall be independent of and not be connected in any way to the irrigation equipment installed as part of the initial construction of the Paired Unit), and (2) any irrigation equipment located within any enclosed, fenced or walled yard, courtyard or patio (without regard to who installed such irrigation equipment).

(ii) Access. The Association shall have an easement over the Paired Units pursuant to Section 15.5 of the Charter to perform the maintenance, repair and replacement functions contemplated under this Resolution, which easement may be exercised by the Association or any Independent Contractor engaged by the Association, or by any of their respective officers, directors or employees or agents; entry upon any Paired Unit for such purpose shall not be deemed a trespass.

(iii) Costs of Maintenance. If the Association determines that an action requested under this Resolution benefits all of the Paired Unit Owners, then the costs incurred by the Association in connection with undertaking the action shall be collected from all of the Owners of Paired Units through a Service Area Assessment (or from Service Area reserves, as appropriate). If the Association determines that an action requested under this Resolution benefits fewer than all of the Paired Unit Owners, then the costs incurred by the Association in connection with undertaking the action shall be collected only from the benefited Paired Unit Owners through a Specific Assessment. The imposition of such Service Area Assessment or Specific Assessment shall not limit or prejudice in any manner the right of the Association or a Paired Unit Owner to pursue any and all available legal remedies against any Person whose acts, errors or omissions

resulted in the need for such maintenance, repair or replacement. If the Service Area Assessments collected by the Association with respect to the Paired Units Service Area are insufficient for the performance of any action required of it or requested of it pursuant to this Resolution, then the Association may collect the shortfall from the Owners of the Paired Units through Special Assessments or as otherwise permitted under the Charter or otherwise under applicable law.

(iv) **Limitation of Association Liability**. Notwithstanding any action by the Association to engage an Independent Contractor as permitted above, each Paired Unit Owner, by taking title to a Paired Unit, acknowledges that the Association has no duty or obligation to engage any Independent Contractor for such purposes and that any such engagement shall be undertaken solely as an accommodation to the Paired Unit Service Area Committee and the Paired Unit Owners who are intended to benefit from such engagement. The Association shall not engage any Independent Contractor who is not licensed as a contractor and qualified to perform the work for which it is engaged. Accordingly, each such Paired Unit Owner, by taking title to a Paired Unit, hereby agrees to hold the Association harmless with respect to any liability alleged by any Person with respect to:

- a. any construction defect, design defect or other defect, it being understood and agreed that the Association shall have no obligation to correct any such defect or to take any action against the builder of the relevant improvements (or any agent, employee, contractor, subcontractor or affiliate of such builder) with respect to any such defects;
- b. any acts, errors or omissions of any Independent Contractor engaged by the Association, it being understood and agreed that the Paired Unit Owners shall look solely to such Independent Contractor with respect to any and all such errors, acts and omissions and that the responsibility for any and all such acts, errors or omissions shall remain with the Independent Contractor; and

(v) **Roofs**. Unless modified by future action of the Board of Directors of the Marley Park Community Association, the Association shall NOT maintain, repair, or replace any roof on a Paired Unit. Unit Owners shall be responsible for maintenance, repair, and replacement of their Paired Unit's respective roof.

BE IT FURTHER RESOLVED, that all actions taken on behalf of the Association and by any officer or director of the Association in connection with any of the foregoing matters are ratified and confirmed in all respects as the acts of the Association.

DATED this 19 day of November 2019.

By: 

Donna Bronski, Secretary

Exhibit "A"

Legal Description of Paired Units

Lots 1104 through 1111, inclusive, Marley Park Parcel 1 , a subdivision according to the plat recorded in Book 682 of Maps, Page 1, official records of Maricopa County, Arizona.

Lots 3001 through 3067, inclusive, Marley Park Parcel 3, a subdivision according to the plat recorded in Book 682 of Maps, Page 3, official records of Maricopa County, Arizona.

Lots 7031 through 7085, inclusive, Marley Park Parcel 7, a subdivision according to the plat recorded in Book 745 of Maps, Page 49, official records of Maricopa County, Arizona.