

FOUNTAIN PARK HOMEOWNERS ASSOCIATION, INC.
Policy on Responsibility for Perimeter Wall Maintenance and Repair

The following Policy to clarify and establish responsibility for perimeter yard wall maintenance and repair in Fountain Park was duly adopted by the Board of Directors of Fountain Park Homeowners Association, Inc. (the "Association") on December 9, 2020, pursuant to Section 6.1 of the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Fountain Park aka Acadia Park (the "Declaration") and Section 4.10(G) of the Association's Bylaws. This Policy supersedes and replaces any previous policy and procedures pertaining to perimeter yard wall maintenance, repair and replacement previously adopted by the Board.

1. Introduction. This Policy addresses maintenance, repair, upkeep, replacement and repainting of perimeter yard walls between Lots and between Lots and Common Area or a Public Street. For the purposes of this Policy, a "perimeter yard wall" is defined as a masonry wall or fence that separates Lots within Fountain Park or that separates a Lot from Common Area or a Public Street or other public property. **Walls between a Lot in Fountain Park and a Lot in an adjacent subdivision are not covered in this Policy and any disputes pertaining to such walls are to be resolved between the adjoining Lot Owners.**

2. Maintenance Responsibility.

2.1. Perimeter Walls Between Lots. A Lot Owner is responsible for perimeter yard walls on his/her Lot. A perimeter yard wall that was built as part of the original construction of a Dwelling Unit and is attached to the Dwelling Unit or to the side walls attached to the Dwelling Unit is part of the Lot. According to Section 4.2 of the Declaration, even if a perimeter yard wall of a Lot encroaches on a neighboring Lot (i.e., is constructed on the boundary line or on a portion of the neighboring Lot), the maintenance responsibility remains with the Owner of the Dwelling Unit to which the side walls are attached. The owner of the encroaching wall is granted an easement for the encroachment and is responsible for any portion of an adjacent Lot that has been enclosed by the perimeter yard wall.

2.2. Perimeter Walls Between a Lot and Common Area or Public Street. A Lot Owner is responsible for any needed structural repair to perimeter yard walls between his/her Lot and a Common Area or Public Street, or between the Lot and an alleyway or open space owned by the City or County. The Association is only responsible for painting the side of a wall that faces the Common Area or Public Street. According to Section 4.2 of the Declaration, even if a perimeter yard wall of a Lot encroaches on adjacent Common

Area, the structural maintenance responsibility remains with the Lot Owner. The Lot Owner is granted an easement for the encroachment and is responsible for maintenance of any Common Area has been enclosed by the perimeter yard wall.

3. **Disputes between Lot Owners.** If a dispute arises between adjoining Lot Owners pertaining to maintenance or repair of a perimeter yard wall that is between the Lots, the dispute shall be resolved by the Lot Owners and not by the Association, which shall have no involvement in such disputes.

4. **Changes to Perimeter Yard Walls.** If all or a portion of a perimeter yard wall needs to be replaced, any change or modification from the original materials and appearance of the wall must have the prior written approval of the Board of Directors in accordance with Article III of the Declaration. The Board of Directors has the sole discretion to approve or reject any proposed replacement perimeter yard wall. **Materials used for replacement walls need to be the same as materials already being used in Fountain Park.**

DATED this 9th day of December, 2020.

FOUNTAIN PARK HOMEOWNERS ASSOCIATION, INC.,
an Arizona non-profit corporation

By: Alicia I Navia
Its: Alicia Navia, President

ATTEST:

Melissa Mora-Lovelady
Melissa Mora-Luvlady, Secretary

Signature: Alicia I Navia
Alicia I Navia (Dec 14, 2020 18:26 MST)
Email: ainavs319@gmail.com

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Perimeter Wall Policy.Adopted 12.9.2020

Final Audit Report

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