



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2010-0999739 11/16/10 10:19 AM
4 OF 24

MARESA

When recorded return to:

Clint G. Goodman
GOODMAN LAW OFFICE, P.C.
1423 S. Higley Road, Suite 112
Mesa, Arizona 85206

**RESOLUTION OF THE BOARD OF DIRECTORS OF
TIFFANY PLACE HOMEOWNERS ASSOCIATION**

A. WHEREAS, on or about March 10, 1981, the Declaration of Covenants, Conditions and Restrictions for Tiffany Place Homeowners Association was recorded in the records of the Maricopa County Recorder's Office, State of Arizona, at Docket 15074, pages 202-238 (the "Declaration").

B. WHEREAS, on or about May 13, 2010, a First Amendment to the Declaration of Covenants, Conditions and Restrictions for Tiffany Place Homeowners Association was recorded in the records of Maricopa County Recorder's Office, State of Arizona, at Recorder No. 2010-0406183.

C. WHEREAS, Section 2.12 of the Declaration provides that:

No Owner shall paint or decorate any portion of the exterior of any Townhome Unit (including any related Townhome Dwelling or Garage), any Patio or any part of the Common Elements, without first obtaining the written consent of the Association's Board of Directors.

D. WHEREAS, Section 3.1(a)(i) of the Declaration provides that "the Association shall perform, maintain, repair and, in the event of destruction, replace at the Association's expense:

- (i) the Common Elements, including all water heating, heating or air conditioning units serving the Common Elements; the interior roadways and common parking areas, swimming pool(s) and related equipment, any common rooms, common landscaping, common lighting and common perimeter walks, ramps and railings.

E. WHEREAS, Section 3.1(b) of the Declaration provides that “each Owner shall perform, maintain, repair and replace at his expense:

- (i) All portions of his Townhome Unit, including all exterior, interior and structural portions of his Townhome Dwelling, Garage and Patio, all conduits, ducts, plumbing, wiring, meters and utility outlets and facilities serving his Townhome Unit and the driveway and walkways on his Townhome Lot or serving his Townhome Unit (including those walkways leading from perimeter walkways, driveways or otherwise to any Townhome Dwelling or Garage thereon and driveways leading to any garage thereon), but excluding those portions expressly required to be maintained, repaired and replaced either by the Association under 3.1(a) above or as Common Walls and Roofs under Section 3.2 hereof; and
- (ii) Each Owner shall perform, maintain, and replace all landscaping for all portions of his Townhome Lot. Within thirty (30) days after becoming an Owner, and prior to performing any landscaping, each Owner shall prepare and submit a landscaping plan for his Townhome Lot (which shall include a detailed plan for all original landscaping of a previously unlandscaped Townhome Lot, consistent with the overall landscaping plan adopted for the Common Elements) to the Association’s Board of Directors for its prior discretionary written approval.

F. WHEREAS, Sections 2.12, Section 3.1(a) and Section 3.1(b) of the Declaration should be interpreted to give effect to the language used in the Declaration.

G. WHEREAS, the language used in Sections 2.12, Section 3.1(a) and Section 3.1(b) provide that the Association must maintain the general common elements and other assigned areas while the Owners must maintain the limited common elements servicing their Townhome Units.

H. WHEREAS, A.R.S. §33-1212(4) provides that any “fixtures designed to serve a single unit, but located outside the unit’s boundaries, are limited common elements allocated exclusively to that unit.”

I. WHEREAS, A.R.S. §33-1255(C) provides that the maintenance obligations and expense associated with limited common elements must be resolved by the Declaration.

J. WHEREAS, Article V, Section 1 of the Bylaws provide that the:

business, property and affairs of the Association shall be managed, controlled and conducted by a Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or otherwise directed to be exercised and done by the Members.

K. WHEREAS, Arizona law and the governing documents set forth herein grant the Board of Directors the power to interpret the Declaration and other governing documents in a manner that is consistent with their express language.

L. WHEREAS, there is a need for a clear and consistent policy regarding maintenance obligations as set forth in the governing documents.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors for Tiffany Place Homeowners Association hereby clarify the maintenance obligations with respect to general common elements and limited common elements as follows:

1. Sections 2.12, Section 3.1(a) and Section 3.1(b) of the Declaration shall be interpreted to give effect to the language used in the Declaration.

2. Arizona law and the governing documents grant the Board of Directors the power to interpret the Declaration and other governing documents in a manner that is consistent with their express language.

3. There is a need for a clear and consistent policy regarding maintenance obligations as set forth in the governing documents.

4. A.R.S. §33-1255(C) provides that the maintenance obligations and expense associated with limited common elements must be resolved by the Declaration.

5. A.R.S. §33-1212(4) provides that any "fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated exclusively to that unit."

6. Sections 2.12, Section 3.1(a) and Section 3.1(b) provide that the Association must maintain the general common elements and other assigned areas while the Owners must maintain the limited common elements servicing their specific Townhome Units.

7. Pursuant to Section 3.1(a) of the Declaration, the Association must maintain, repair and replace the general common elements as set forth therein.

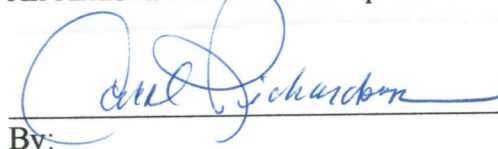
8. Pursuant to Sections 2.10 and 3.1(b) of the Declaration, each Unit Owner(s) must maintain the limited common elements serving his/her/their respective Townhome Unit, including but not limited to, the driveway and walkways, pony walls and atrium walls and landscaping behind said pony and atrium walls. .

9. Pony walls are defined as the half walls located at the front of each Townhome Unit. Atrium walls surround the master bathroom on the three (3) bedroom Townhome Units.

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of the resolutions regularly presented to and adopted by the Board of Directors of Tiffany Place HomeOwners Association at a meeting duly called and held at Tiffany on the 25th day of October, 2010, at which a quorum was present and voted, and that such resolution is duly recorded in the minute book of this corporation.

TIFFANY PLACE HOMEOWNERS ASSOCIATION,
An Arizona Non-Profit Corporation



By:
Its: President



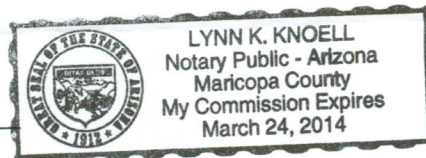
By:
Its: Secretary

STATE OF ARIZONA)
) :ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 1 day of Nov, 2010, by Carol Richardson, the President of Tiffany Place Homeowners Association, an Arizona Non-Profit Corporation, on behalf of the Corporation.

Lynn K. Knoell
Notary Public

My Commission Expires: March 24, 2014



STATE OF ARIZONA)
) :ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 29th day of October, 2010, by Susan Blake, the Secretary of Tiffany Place Homeowners Association, an Arizona Non-Profit Corporation, on behalf of the Corporation.

Sja Habibic
Notary Public

My Commission Expires: July 18, 2011

