



CAMELBACK CANYON ESTATES

44TH STREET & McDONALD DRIVE, PHOENIX

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HERITAGE HILLS HOME OWNERS ASSOCIATION
(Camelback Canyon Estates)
POLICY REGARDING WALL MAINTENANCE, REPAIR AND REPLACEMENT
Adopted on June 5, 2023

WHEREAS, Heritage Hills Home Owners Association (“Association”) is governed by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Hills Home Owners Association recorded at Recording No. 2006-0813231 in the official records of the Maricopa County Recorder, as amended from time to time (“Declaration”), as well as the By-Laws of Heritage Hills Homeowners Association Bylaws (“Bylaws”);

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Declaration;

WHEREAS, pursuant to Article VII and Article XV, Section 9 of the Declaration, the Board of Directors is authorized to adopt rules regarding the use of the Common Area construction activities on the Lots;

NOW, THEREFORE, based on the power granted to the Board of Directors by the Declaration, Bylaws, and Arizona law, the Board hereby adopts the following rules and regulations regarding the maintenance, repair and replacement of walls within the community.

I. PURPOSE

The purpose of these rules is to clarify the respective responsibilities of Owners regarding the maintenance, repair and replacement of different types of walls in the community.

II. DEFINED TERMS

The following words and phrases when used herein shall have the meanings set forth below.

“Lot Wall” means any wall or fence located on a Lot other than a Party Wall or Perimeter Wall.

“Party Wall” means any wall or fence that is located between two Lots.

“Perimeter Wall” means any wall or fence located between a Lot and Association Common Area (which includes the private Association-owned street parcels)

III. POLICY

A. **Party Walls (Walls Between Lots)**

1. *Use, Maintenance, Cost Contribution, Alterations.* Party Wall use, maintenance and repair responsibilities, cost contribution, alterations and related issues are all governed by Article VI of the Declaration.
2. *Enforcement.* Pursuant to Article VI of the Declaration, Owners shall have the right to enforce the provisions of the Declaration regarding Party Walls. Nothing in this Policy shall be construed as requiring the Association to take enforcement action with respect to any dispute between Owners regarding a Party Wall.

B. **Perimeter Walls (Walls Between a Lot and an Association Common Area)**

1. *Maintenance and Repair.* A Perimeter Wall shall be maintained, repaired and replaced by the Owner of the adjacent Lot at such Owner's cost, including the painting and refinishing of the side of such Wall facing the Common Area.
2. *Failure of Owner to Maintain or Repair Perimeter Wall.* In the event any portion of a Perimeter Wall is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the community, or the Owner of any Perimeter Wall is failing to maintain or repair such Wall, the Board may give notice to the offending Owner of the corrective action that must be taken and the date by which the corrective action must be completed. If the required corrective action is not completed by the completion date established by the Board, the Board shall be authorized and empowered to levy fines and/or file a lawsuit for injunctive relief against the applicable Owner.
3. *Easements for Maintenance.* The Owner of the Perimeter Wall shall have an easement over the adjacent Common Area for the limited purpose of maintenance, repair and replacement of the Perimeter Wall. This easement does not relieve any Owner or any other person from liability for such Owner's or other person's gross negligence or willful misconduct, and any damage caused to the Common Area thereby.
4. *Perimeter Walls Subject to License Agreements.* In the event that a Perimeter Wall is subject to a recorded License Agreement, such Wall shall be governed by the provisions of the License Agreement and this Policy. In the event there is a conflict between the terms of this Policy and the terms of the License Agreement, the terms of the License Agreement shall govern.
5. *Structural Issues/Liability.* The Lot Owner is responsible for all repairs (including structural repairs and component replacement when necessary) for the Perimeter Wall located on such Owner's Lot. To ensure the structural soundness of the Perimeter Wall,

it is recommended that each Owner arrange for the periodic inspection of such wall by a qualified expert. In the event a failing Perimeter Wall causes injury or property damage, the Owner may be held liable. Since the Perimeter Walls border Association Common Area, the Association may (but shall not be required to) arrange for the periodic inspection of the Perimeter Walls from the Common Area. In the event that a potential structural concern/safety hazard in a Perimeter Wall is identified by the Association, the Association will provide written notice to the applicable Lot Owner of the issue and a deadline for the Owner to make repairs. As outlined in Sec. 2 above, if the required corrective action is not completed by the completion date established by the Board, the Board shall be authorized and empowered to levy fines and/or file a lawsuit for injunctive relief against the applicable Owner.

C. Lot Walls (Walls Other than Party Walls and Perimeter Walls).

1. Maintenance and Repair. All Lot Walls shall be maintained, repaired and replaced by the Owner of the Lot.
2. Failure of Owner to Maintain or Repair Lot Wall. In the event any portion of any Lot Wall is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the community, or the Owner of any Lot Wall is failing to maintain or repair such Wall, the Board may give notice to the offending Owner of the corrective action that must be taken and the date by which the corrective action must be completed. If the required corrective action is not completed by the completion date established by the Board, the Board shall be authorized and empowered to levy fines and/or file a lawsuit for injunctive relief against the applicable Owner.

D. Architectural Approval Required for all Modifications. Whenever a Party Wall, Perimeter Wall, or Lot Wall that is visible from neighboring property or the Common Area, or any part thereof, shall be rebuilt, repaired or repainted, it shall be erected on the same spot which it formerly occupied, and shall be of the same size, design, material and color, unless otherwise approved in writing by the Board.

1. Perimeter Walls Subject to License Agreements. In the event a Perimeter Wall is subject to a License Agreement and such Wall is to be rebuilt, the adjoining Lot Owner is encouraged to rebuild the Perimeter Wall so as to no longer encroach on the Common Area, subject to Board approval as set forth above. In the event a Perimeter Wall subject to a License Agreement is rebuilt so as to no longer encroach on the Common Area, the Association and the adjoining Lot Owner shall modify or release the License Agreement as applicable.

This Policy Regarding Wall Maintenance, Repair and Replacement was adopted by a majority of the Board at a duly called meeting of the Board held on the 5th day of July, 2023.