

**Policy Resolution – Irrigation Maintenance Block A and F**

Within The Master Declaration of Protective Covenants for River Valley Ranch, Article 3.3(b) General Maintenance of Common Interest Community reads in part:

“Notwithstanding the foregoing, the Master Association shall be responsible for (i) maintaining the front yards of all Lots in Block F in the Common Interest Community, and (ii) periodically repainting the exterior of all residences constructed on such lots. Similarly, the Master Association shall be responsible for (i) maintaining the front yards, and those portions of the side and rear yards not enclosed by privacy fences, of all Lots in Block A in the Common Interest Community, and (ii) periodically repainting the exterior of all residences constructed on such Lots.”

Also, within The Master Declaration of Protective Covenants for River Valley Ranch, Article 3.33 Irrigation Systems, Ditches, Laterals, Ponds, and Water Use Obligations reads in part:

“All Owners hereby assume any risk involved with respect to the Irrigation System and hereby acknowledge that the Master Association, the Declarant, the Golf Owner, and the Town shall not have any responsibility or liability of any kind to any Owner who incurs any loss, damage, cost or expense arising from or relating to said Irrigation System, including, but not limited to, any loss or damage caused by flooding or the failure to deliver water. In accordance with the foregoing, such Owners, on behalf of themselves and their Occupants, successors and assigns, by acceptance of a deed acknowledge their assent to the provisions hereof, and hereby release Declarant, the Master Association, the Golf Owner and the Town and each of their officers, directors, partners, trustees, members, agents, employees, stockholders, and contractors, from and against any and all obligations, claims, demands, liabilities, costs, expenses, attorneys’ fees, or causes of action of any kind whatsoever, whether arising prior or subsequent to the date hereof, whether known or unknown, based upon, arising out of, or in any manner related to the Irrigation System.

**Proposed:**

WHEREAS, the Executive Board of the River Valley Ranch Master Association (the “Association”) is empowered to adopt Master Rules and Regulations of the Homeowner Association pursuant to Article 9.9 of the Master Declaration of Protected Covenants for River Valley Ranch ( the “Master Declaration”).

WHEREAS, while the portion of Section 3.3 (b) quoted above is not clear whether the Association is responsible for operating, maintaining or repairing the individual irrigation systems that serve the homes in Block F and Block A, the Association has for a number of years, as a matter of practice and policy, in fact been performing these responsibilities and has been assessing the lot owners in Block F and Block A for “irrigation repair and maintenance”; and

WHEREAS, Section 3.33 quoted above does not distinguish between risks associated with individual irrigation systems on Block F and Block A and risks associated with the remainder of the Irrigation System that serves River Valley Ranch, and might therefore be considered inconsistent with Section 3.3 (b) as historically applied; and

WHEREAS, the Executive Board has determined that it is in the best interests of the Association and of the owners of lots in Block F and Block A, and that it is consistent with the intent of Section 3.3 (b) of the Master Declaration and with the historical application thereof, that the Association continue its present practice of operating, maintaining and repairing the individual irrigation systems on the Block F and Block A lots (excepting irrigation systems in fenced yard area in Block F), that the Association obtain insurance against breakage and damage from leaking with respect to the irrigation systems on those lots, and that the Association include the associated labor and materials costs and insurance premiums in the Regular Assessments that are levied on those lot owners.

NOW, THEREFORE, be it resolved that the following Policy Resolution with respect to Section 3.3(b) and Section 3.33 of the Master Declaration is hereby adopted by the Executive Board as a Master Rule and Regulation:

“In furtherance and clarification of its yard maintenance obligations under Section 3.3(b) of the Master Declaration, and consistent with historical practice, the Association will continue to operate, maintain and repair the individual irrigation systems in the front, back and side yards of Block A and in the front yards of Block F excepting fenced yard areas, and will carry liability insurance coverage in connection therewith, and will include the associated labor and materials costs and insurance premiums in the Regular Assessments that are levied on the owners of lots in Block A and Block F; and

Section 3.33 of the Master Declaration shall be henceforth be interpreted and applied, as it relates to the lots in Block A and Block F, so as to be consistent with Section 3.3(b) as interpreted and applied by the foregoing Policy Resolution.

Henceforth, it shall be the responsibility of the individual lot owners in Block A and in Block F to inspect the inside and outside of their homes, on a regular basis, and to report any signs of water leakage/damage or system breaks to the Association immediately. Failure to so notify the Association within 24 hours of the time when the break or damage could or should first have been discovered by a lot owner shall shift the responsibility for the costs of repair to the individual lot owner. In the event the Association learns of any system breaks, it will promptly notify all potentially affected lot owners so that the lot owners can inspect their properties accordingly.”