

**FAIRWAY VILLAGE HOMEOWNERS ASSOCIATION
RESOLUTION OF THE BOARD OF DIRECTORS
FIRE SUPPRESSION SYSTEM AND SPRINKLER HEAD MAINTENANCE RESPONSIBILITY
Effective 4/4, 2025**

WHEREAS, Fairway Village Homeowners Association ("Association") and the members thereof, are required to comply with the requirements set forth in a duly recorded First Amendment and Restatement of the Amended, Combined and Restated Declarations of Covenants, Conditions, and Restrictions for Fairway Village No. 1 Subdivision and Fairway Village No. 2 Subdivision ("Declaration");

WHEREAS, pursuant to Article XI of the Declaration, and in the best interests of the Association, the Board of Directors, hereby defines, interprets and clarifies Article IV, Sections 4.01, 4.02, 4.03 and 4.04 of the Declaration inasmuch as repair and maintenance obligations of certain components of the Project are not clearly established in the Declaration with respect to Units, Dwellings, Limited Common Areas and portions of the Common Area which have been set aside for the exclusive use of the owners of individual Units;

WHEREAS, and as used herein, "Property" or "Building" shall refer to three buildings located within the Association which are equipped with a fire suppression system. Each of the three buildings equipped with a fire suppression system has three townhouse units and is therefore described as a triplex building. Those buildings with a fire suppression system are identified below with each building's respective townhouse address and lot numbers:

- Triplex Building "B" includes 2520, 2524, and 2528 Fairway Village Drive (Lots 19, 20, and 21 respectively).
- Triplex Building "C" includes 2540, 2544, and 2548 Fairway Village Drive (Lots 22, 23, and 24 respectively).
- Triplex Building "D" includes 2570, 2574, and 2578 Fairway Village Drive (Lots 25, 26, and 27 respectively).

WHEREAS, "utility systems," as mentioned in the Declaration shall include the fire suppression system serving a particular Building, as such system may exist therein.

WHEREAS, the fire suppression system in each above referenced Buildings includes any and all piping and components of the fire suppression system servicing that triplex Building and the units therein starting at the system's connection to the City's main water supply pipeline and continuing up to, but not including, the sprinkler heads located within each townhouse. Any and all liability and costs associated with sprinkler head maintenance, repair, and replacement shall be the responsibility of the owner of the townhouse unit within which the sprinkler head(s) is located.

WHEREAS, Section 4.01 sets forth the responsibility of owners which includes, but is not limited to, keeping the interior of his or her townhouse in a clean and sanitary condition and good state of repair at the sole cost and expense of the owners.

WHEREAS, Article IV, Section 4.02 of the Declaration states, in relevant part, that: "...[e]ach Townhouse Owner shall maintain, repair and replace, at his or her sole cost and expense, that portion of the utility systems appurtenant to his or her Townhouse, designated as Limited Common Areas, as well as that portion of the utility systems located wholly within and/or servicing only his or her Townhouse."

WHEREAS, it is hereby interpreted that the only portion of the fire suppression system that is wholly within a particular townhouse is the sprinkler head. Consequently, the remaining fire suppression system is limited common area applicable to only the above referenced Buildings, as such system(s) do not provide a community-wide benefit because they are not located in all buildings.

WHEREAS, because only the above referenced Buildings within the Project contain fire suppression systems and/or utility systems that require upkeep or maintenance, only those directly benefitted in a particular Building should collectively pay the costs related to the fire suppression system as such is not a community-wide common expense under Article XV of the Declaration.

WHEREAS, a broken or otherwise improperly functioning fire suppression system could have an adverse effect on the entire Association should the system fail or not be in proper working condition. Therefore, it is deemed necessary to conduct an annual inspection of each fire suppression system at the cost of the Association as further resolved below.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. The obligation for maintenance of all fire suppression systems (as defined above) and any other utility systems appurtenant to and servicing a particular townhouse Building with a fire suppression system is hereby assigned to the owners collectively of the townhouses in the applicable Building with a fire suppression system.
2. The owners within such Building, as a group, shall share equally in the cost of maintenance, repair and replacement of their private fire suppression system.
3. The maintenance, repair and replacement of sprinkler heads in a unit and other related mechanical systems that solely serve the unit shall be the responsibility of the unit owner. Such owner is responsible for any damage caused to the Building or other units as a result of failed maintenance to the system.
4. The Association shall schedule and pay for an annual inspection of each fire suppression system. If there are any deficiencies identified in the inspection report, the affected owner(s) shall have four (4) months to make the needed repairs.

- a) If a needed repair is to a sprinkler head or other related mechanical system that solely serves the unit, the owner of such unit shall schedule and pay for the repair. Additionally, if such problem is affecting the other units, the owner of the offending unit shall be responsible to pay for all necessary repairs to resolve the issue, even if such repairs are required to be made to other units. After a repair is made by an owner, the owner shall notify the Association of the completed repair.
- b) If a needed repair is to a component shared for the entire Building (i.e., fire riser, alarm bell), then the owner of the unit where the fire riser is located shall schedule the repair and the Association shall pay the vendor invoice, split the charge equally among the three (3) owners in that Building, and assess each owner's respective amount as an Individual Lot Assessment against each owner's account.
- c) After all repairs stemming from the inspection report have been completed (whether by an individual owner and/or among the three (3) owners), the Association shall notify the party that prepared the inspection report and/or the Park City Fire District, as appropriate, of such fact.

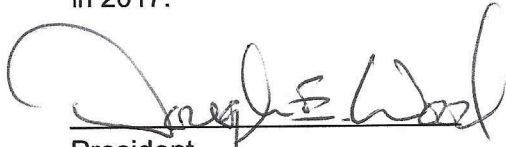
5. If the repairs described in Section 4, above, are not completed within the required four (4) months, the affected owner(s) may be subject to fines pursuant Association's fine policy and procedures contained in the Association's Rules and Regulations. Additionally if the repairs are not completed within the required four (4) months and pursuant to Section 10.10 of the Declaration, the Association shall have the right, but not the obligation, to undertake the necessary repairs and charge relevant amount to the affected owner's as an Individual Lot Assessment (i.e. for repairs related to a specific unit, the full amount is to be charged to the owner; for shared component repairs, the amount is to be divided equally among the three (3) owners).

6. Should the owners in a particular Building with a fire suppression system have disputes amongst themselves about sharing costs or any other issues related thereto (for example, if damage was caused to the system by a particular owner, etc.), the owners in that Building shall resolve the disputes amongst themselves.

IT IS FURTHER RESOLVED, and to further clarify through this Resolution, if any interior fire suppression system sprinkler heads have been modified, painted, removed or otherwise changed from their original installed condition, it is the obligation of the townhouse owner to return them to their original condition, and the Association assumes no liability or maintenance obligations for failure of a sprinkler head to properly function in the event the owner has made such a modification or change.

Be it further resolved that a copy of this Resolution shall be distributed to all owners of Fairway Village.

The undersigned hereby certify and attest that this Resolution has been duly adopted by the Board of Directors. This Resolution shall rescind and replace the prior Fire Suppression System and Sprinkler Head Maintenance Responsibility Resolution adopted by the Association in 2017.



President
Fairway Village Homeowners
Association

Date: 4/4/25