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**Marsh Winds Owners Association, Inc.
Administrative Policy Resolution
Water Heater Replacement Policy**

WHEREAS Marsh Winds Owners Association, Inc. (the "Association") Master Deed provides that the Board of Directors will be entitled to promulgate reasonable Rules and Regulations from time to time, which will be binding on the Association and all Owners and lessees of Owners, their families, invitees and guests, regarding the use and enjoyment of Units and Common Area; and

WHEREAS the Association Master Deed provides that the Association will have the irrevocable right, to be exercised by the Board of Directors or its agent, to have reasonable access to each Unit from time to time as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Area accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or to other Units; and

WHEREAS the Association Master Deed provides that should the Board of Directors determine that the need for maintenance or repairs by the Association is caused through the willful or negligent act of an Owner or the lessee of an Owner, their families, invitees or guests, the cost of which is not covered or paid for by insurance, then the cost, both direct and indirect, of such maintenance or repairs will be added to and become a part of the Assessment to which such Owner and his Unit are subject. Each Owner will maintain, repair or replace at his own expense all portions of his Unit which may become in need thereof (including all bathroom and kitchen fixtures and appliances). Further, each owner will conduct maintenance and repair thereto as necessary. If the Owner does not make those repairs required to be made by him within thirty (30) days from the date of receipt of written demand from the Association, the same may be repaired by the Association and the cost thereof will be assessed against the Owner and the Unit owned by such owner;

WHEREAS the Association Master Deed states that each Unit will include the heating, hot water and air conditioning apparatus exclusively servicing the Unit;

WHEREAS the board has determined that the Association and individual unit owners have experienced, and continue to experience substantial damage due to the failure of water heaters; and

WHEREAS the Association's Board had determined it is desirable, necessary and in the best interest of the Association that Unit Owners be required to maintain their water heaters in satisfactory condition at all times;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. On or before 5-31-18, 2015, each unit owner shall provide the Association with a certification that indicates the installation date of the unit's water

heater and a copy of the water heater manufacturer's warranty. The Association may require that its agent verify water heater model and serial numbers on the water heater's Rating Plate.

2. Upon receiving written notice from the Association that any water heater is to be removed or replaced due to any defect discovered by the Association during inspection or due to the expiration of the water heater's useful life, (at a minimum water heaters must be replaced every 10 years) the Unit Owner shall repair or replace the water heater pursuant to the Association's direction and shall provide the Association with documentation satisfactory to the Association verifying compliance with the Association's directive within thirty (30) days of receiving such written notice from the Association. In the event of any loss, claim, damage, or expense is caused or contributed to by water, which escapes from any water heater located within the boundaries of a Unit, there shall be a rebuttable presumption that the water heater failed because it was not replaced prior to the expiration of its anticipated useful life. The Unit Owner may rebut the aforesaid presumption by providing proof to the Association satisfactory to the Association that the water heater in question had not exceeded its anticipated useful life.
3. The replacement water heater must be: equivalent in capacity to the water heater it replaces; installed by a qualified person; guaranteed against failure for a period of not less than eight (8) years.
4. Pursuant to the Association's Master Deed, failure to comply with the terms of this Resolution shall be grounds to recover sums due, for damages or injunctive relief, or all three, maintainable by the Board of Directors on behalf of the Association or any aggrieved Owner.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

This resolution was adopted by the Board of Directors on 2-18-15.

Distribution. The Association's Managing Agent is authorized and directed to circulate a copy of this Resolution to all Members.

I certify that the foregoing Water Heater Replacement Policy constitute the original Water Heater Replacement Policy of Marsh Winds Owners Association, Inc., as duly adopted at a meeting of the Board of Directors thereof, held on the 18th day of February, 2015, and have executed the Water Heater Replacement Policy this 5th day of December, 2018.

MARSH WINDS HORIZONTAL
PROPERTY REGIME and
MARSH WINDS OWNERS
ASSOCIATION, INC.

A handwritten signature in black ink, appearing to read "Mike Leake", written over a horizontal line.

By: Mike Leake

Its: President

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NOTE: This page **MUST** remain with the original document

Filed By:

SIMONS & DEAN ATTY AT LAW
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MARSH WINDS OA INC

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RECIPIENT:

N/A

Note:

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