VINE CONDOMINIUMS OWNERS ASSOCIATION, INC.

RESOLUTION OF THE BOARD OF DIRECTORS

AUTHORIZING PHASE 3 BUILDING ENVELOPE REMEDIATION SPECIAL ASSESSMENT

WHEREAS, Vine Condominiums Owners Association, Inc. (the "Association"), acting through its Board of Directors (the "Board"), is responsible for the maintenance, repair, and replacement of the General Common Elements within the Vine Condominiums (the "Condominium Regime"), pursuant to the Declaration of Condominium Regime for the Vine Condominiums, as amended (the "Declaration");

WHEREAS, the Association, acting through the Board, is also responsible for the maintenance, repair, and replacement of those portions of the walls, floors, and ceilings that are Limited Common Elements assigned to all Units under Section 4.2.2(i) of the Declaration, which the Association maintains as a common expense;

WHEREAS, previous comprehensive forensic investigations and engineering evaluations performed by Diehl Group Architects ("DGA") and Forensix Consulting, LLC ("Forensix") documented widespread water intrusion, compromised weather-resistive barriers, and resultant moisture damage to structural wall framing, sheathing, and parapet assemblies across the building envelope;

WHEREAS, subsequent on-site engineering evaluations conducted by Charles Taylor Engineering Technical Services ("CTETS") confirmed that current envelope conditions directly align with the prior findings of DGA and Forensix;

WHEREAS, to prevent redundant administrative expenses and maximize association resources, the Board elected to forgo the expense of commissioning another repetitive narrative report from CTETS, directing CTETS instead to develop the engineered repair solutions, resulting in the stamped architectural repair plans and technical specifications for the property (the "Phase 3 Project");

WHEREAS, to properly address ongoing water infiltration and protect the structural integrity of the buildings, the Phase 3 Project requires the contractor to remove and replace the existing exterior Hardie board siding (Limited Common Elements assigned to all Units under Section 4.2.2(i) of the Declaration, which the Association maintains as a common expense) to expose, remediate, and waterproof the underlying General Common Elements, including structural wall framing, sheathing, and parapet assemblies;

WHEREAS, the Board has reasonably concluded, as part of the continuous exterior waterproofing system, that the rooftop bulkhead door assemblies and door pan flashings are an integral component of the building envelope, and therefore remediation of these assemblies shall be incorporated into the shared common expense of the Phase 3 Project;

WHEREAS, following an independent three-prong market cost validation review, the Board has negotiated an executable agreement with Reconstruction Experts ("RE") to perform the Phase 3 Project;

WHEREAS, the total established budget for the Phase 3 Project is $1,890,000.00, which includes base construction, a dedicated contractor allowance for concealed framing and sheathing rot repair, a general Association construction contingency, third-party engineering oversight, municipal permits, and legal counsel fees;

WHEREAS, Section 5.6 of the Declaration authorizes the Board to levy a special assessment against all Units for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds, without requiring a vote of the Owners for the repair or replacement of existing improvements; and

WHEREAS, Article 4, Section 4.6 and Schedule III of the Declaration mandate that the liability for common expenses be allocated equally among each Unit on the basis of 1 to the total number of Units (1/63).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves and adopts the following:

1. **Levy of Special Assessment:** A special assessment in the total aggregate amount of $1,890,000.00 is hereby levied against all 63 Units within the Condominium Regime to fund the Phase 3 Project.
2. **Allocation:** Pursuant to Section 4.6 and Schedule III of the Declaration, the special assessment shall be allocated equally, resulting in an assessment of $30,000.00 against each Unit.
3. **Payment Schedule:** The $30,000.00 assessment per Unit shall be payable in six (6) installments as follows:
    - **Down Payment:** $7,500.00 due on January 1, 2027.
    - **Monthly Installments:** Five (5) equal monthly payments of $4,500.00 due on the first calendar day of each month, commencing February 1, 2027, and concluding June 1, 2027.
4. **Collection, Late Fees, and Transfer:** Any installment not paid in full by its due date, or by the end of any grace period established in the Association's collection policy as set forth in the Association's Rules and Regulations Part II.A.(2),shall be delinquent and subject to late fees, interest, and collection procedures as provided in the Declaration and the Association's collection policy. In the event a Unit is sold or transferred prior to full satisfaction of the assessment, the unpaid balance shall be disclosed on the resale certificate, is expected to be paid at closing, and remains secured by the Association's assessment lien against the Unit.
5. **Contingency and Allowance Funds:** The $1,890,000.00 budget includes a fixed $88,593.74 contractor allowance for concealed rot and a separate $235,866.76

Association construction contingency. Disbursements from the Association contingency shall require prior Board approval via formal Change Estimate. Upon final completion of the Phase 3 Project, any unexpended funds from the contractor allowance or the Association contingency shall be transferred directly into the Association's reserve fund.

6. **Insurance Disclaimer:** The Association makes no representations or warranties regarding whether this special assessment or any underlying repair costs are covered under any Owner's individual HO-6 property or loss assessment insurance policy. The Association encourages each Owner to submit this Resolution and related project documentation to their respective insurance carriers for independent coverage determinations.
7. **Notice and Effective Date:** The Association's managing agent, Worth Ross Management Co., is hereby directed to deliver a formal 30-day notice of this special assessment to all Owners in compliance with Section 5.3 of the Declaration. This special assessment shall become effective thirty (30) days following the date such notice is delivered to the Owners.

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of Vine Condominiums Owners Association, Inc., and that the foregoing Resolution was duly adopted by the Board of Directors at an open meeting held on [Insert Date of Board Meeting], at which a quorum was present.

Chris Nicks
Chris Nicks (Nov 4, 2026 08:35:59 CST)

Secretary,
Vine Condominiums Owners Association, Inc.

Date: Nov 4, 2026