

Rules and Regulations for Quail Run Condominiums
August 2020

For questions, refer to the Quail Run CC&Rs or contact Vision Community Management at 480-759-4945 or www.WeAreVision.com.

1. Tenants / Leases:

- a. Leases must be for a minimum of 30 days.
- b. Owners must give tenants a copy of these rules and regulations and the CC&R.
- c. Owners must complete a Tenant Tracking Form (see attached) for each new tenant and each lease renewal (per Arizona state law), submit the form to Vision, and pay the applicable fee.

2. Pool:

- a. DO NOT open the pool gate for anyone who does not have a key.
- b. Do not prop open the pool gates. This is a Maricopa County health department requirement.
- c. Please clean up your trash, pool floaters and other belongings, and move furniture back in place.
- d. Please note the other posted rules, including no smoking and no glass at the pool.
- e. Guests using the pool must be accompanied by a resident. No more than 4 guests per unit at the pool.

3. Patios, Balconies, and Entryways:

- a. Electric grills are the only type allowed per fire department regulations – NO OPEN FLAME GRILLS OR BARBEQUES.
- b. Storage of items other than patio furniture, plants and bicycles are not allowed.
- c. No floor coverings (carpet, tile, etc.) may be installed in these areas.

4. Other External Appearances:

- a. The only signs allowed to be visible from outside the building are those permitted by Arizona law, that is "For Sale", "For Rent", or political signs.
- b. No reflective materials (e.g. aluminum foil, reflective screens/glass, mirrors) may be on the outside or inside of windows without board approval. No window tinting unless part of original construction.
- c. Screens are required on all windows and sliding glass doors. Screen frames must match the complex's dark anodized aluminum (no mill finish aluminum).
- d. There shall be no exposed cable lines outside the buildings.

5. Smoking:

- a. Be considerate of your neighbors and do not smoke near unit entryways, patios and balconies where smoke can drift into other residents living areas.
- b. DO NOT discard cigarette butts anywhere on the grounds – use proper containers.
- c. As mentioned above, smoking is not allowed in the pool area.

6. Board Approval is Required for the Following Remodeling and Add-ons:

- a. External antennas and satellite dishes.
- b. Replacement windows, doors and screens.
- c. Structural changes inside the unit.
- d. Flooring changes on second-story units (noise abatement is required).

7. Parking Lot:

- a. No trailers, storage containers, RV's, commercial vehicles, boats, or inoperable vehicles may be parked in the parking lot without prior board approval.
- b. Residents must use parking spaces assigned to their units or use unmarked spaces.
- c. Owners will be assessed for asphalt repair when damaged by oil leaks.
- d. No washing of vehicles in the parking lot is allowed.

8. Waste Removal:

- a. No furniture, mattresses, or other large items shall be left by the dumpsters.
- b. Hazardous materials may not be placed in or by the dumpsters.

9. Safety Issues:

- a. Residents must not overload second-story floors with heavy items, including waterbeds.

- b. Storage of hazardous materials such as propane, gasoline, kerosene and other flammable materials is not allowed inside or outside the buildings.
- c. Every hot water heater must have a drain pan installed underneath, plus a drain exiting the building.

10. Animals:

- a. No more than 2 dogs or cats are allowed per unit.
- b. When outside, the pet must be on a leash or be held. The owner must promptly clean up any waste.
- c. No water or food, including birdseed, shall be set out on the grounds of Quail Run Condominiums. This is to prevent attracting wild animals such as Javelina, Coyotes, and Bobcats which can be a danger to humans and pets.

11. Business Activity: No trade or business may be conducted in any unit unless it meets the requirements in the CC&R document.

**QUAIL RUN CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS RESOLUTION
REGARDING DAMAGE TO UNITS, INSURANCE DEDUCTIBLES, AND WATER
LEAK PREVENTION**

WHEREAS, Quail Run Condominium Association (“Association”) is governed by the Condominium Declaration for Quail Run Condominiums, recorded on April 21, 2006 at Instrument No. 2006-0532589, Official Records of Maricopa County, Arizona, and all amendments thereto (“Declaration”). The Declaration applies to the real property as described in the Plat recorded in Book 831 of Maps, Page 41 of the Official Records of Maricopa County, Arizona;

WHEREAS, all Units within the Association are governed by the Declaration;

WHEREAS, Sections 2.8(B), 3.2(A)(1), 6.1 and 6.14 of the Declaration allow the Association, through the Board of Directors, to adopt and enforce reasonable rules and regulations governing all parts of the Condominium.

WHEREAS, Section 5.1 of the Declaration provide that the Association is responsible for the maintenance, repair and replacement of the Common Elements.

WHEREAS, Section 5.2 of the Declaration provides that Unit Owners are responsible for the maintenance, repair and replacement of their own Units except as provided by the Association.

WHEREAS, in the event of partial or complete destruction of or damage to a Unit, it is each Owner’s responsibility, at his sole cost and expense, to repair his Unit, according to Section 10.5 of the Declaration, and it is the Owner’s responsibility to carry adequate fire, hazard and casualty insurance covering the Unit and personal property, according to Sections 9.9.

WHEREAS, Sections 5.3, 7.4(D) and 9.4 of the Declaration provide that Owners are responsible for damage caused to Common Elements by the Owner or the Owner’s, tenants, guests, licensees or invitees.

WHEREAS, Section 9.2 of the Declaration obligates the Association to carry hazard insurance on the Common Elements and permits, but does not require, the Association to obtain other insurance, which can include hazard insurance on the Units.

WHEREAS, the Declaration has no express language on making and processing claims under the Association’s insurance policy, and the Board wishes to clarify the Association’s position on the same, consistent with the Declaration.

NOW, THEREFORE, based on the power authorized to the Board of Directors and the responsibilities of the Owners, the Board of Directors hereby adopts the following resolution and makes the provisions below part of the Association’s rules and regulations, **concerning damage and destruction of Units, i.e. damage from hazards, perils, sudden losses, water leaks and**

intrusions, fire, acts of nature (e.g. hail, tornado), etc. that are not normal “wear and tear”, hereafter “damage”:

**RULES COVERING THE COSTS OF DAMAGE IF
LESS THAN THE INSURANCE DEDUCTIBLE**

1. If damage occurs solely to a Unit and the amount of such damage is less than the Association’s insurance deductible, the owner of the Unit shall be responsible for the cost for repair, replacement or restoration thereof. The Association Board reserves the right to determine if any repairs for damage fall within the normal responsibility of the Association and what repairs the Association will perform. If the damages are clearly caused by the owner and/or tenant then the owner will bear the full responsibility.
2. If damage occurs to more than one Unit and the amount of the damage is less than the Association’s insurance deductible, each respective Owner shall be responsible for full payment of the cost of the repair, replacement or restoration thereof.
3. If damage occurs solely to the Common Elements and the amount of the damage is less than the Association’s insurance deductible, the Association shall be responsible for the costs of repair, replacement or restoration thereof, unless the damage was caused by the negligence or willful misconduct, neglect, or misuse of an Owner or the Owners guests, tenants, licensees or invitees for which the Owner shall be held responsible pursuant to Sections 5.2, 7.4(D) and 9.4 of the Declaration.
4. If the Association elects to carry insurance for the Units, each Owner should be aware of the amount of the Association’s insurance deductible so that the Owner carries proper insurance coverage to meet any gaps in insurance coverage. Each Owner is ultimately responsible for adequately insuring his or her own Unit, whether the Association insures or not.

**RULES RELATING TO PAYMENT
OF INSURANCE DEDUCTIBLES**

1. In the event that partial or complete damage covered by the Association’s insurance policy is caused by the misuse, negligence, neglect or willful act of an Owner, the Owner’s residents, family, guests, tenants or invitees, such Owner shall be liable for the full amount of any deductible on the Association’s insurance policy, even if the Association causes contractors to be paid in order to facilitate adjusting the claim. See the Declaration at Sections 5.2, 7.4(D) and 9.4. The Association may ask for payment in advance from the Owner, or may ask for reimbursement and will sue if necessary to recover such funds. If there is damage to portions of a Unit that are normally the Association’s responsibility and that the Association maintains, then the Association Board reserves the right to determine what fractional portion, if any, of the deductible is apportioned to the Association.

2. Pursuant to Section 9.4 of the Declaration, absent any negligence, misuse or neglect on the part of a Unit Owner or the Owner's residents, family, guests, tenants or invitees, the deductible on any insurance policy obtained by the Association shall be a Common Expense.

RULES REGARDING INSURANCE CLAIM PROCEDURES

1. Owners must file all claims with the Association's managing agent, not with the Association's insurance agent. The managing agent will not refer the claim to the Association's insurance agent until the Owner provides proof that the claim exceeds the applicable insurance deductible.
2. The Association shall adjust the claims and disburse insurance proceeds.
3. Owners are responsible for making claims against their own policies and should carry their own policies to cover his or her Unit.

RECOMMENDATIONS AND GUIDELINES FOR HOMEOWNERS

Maintaining Units, Water Leak Prevention, and Water Damage Mitigation

1. Each Owner should install steel-braided toilet tank fill hoses with steel connectors and ball valve shutoffs at the wall.
2. Each Owner should install steel-braided washer hoses to replace plain rubber hoses.
3. Each Owner should install copper, steel-braided, or nylon mesh tubing on ice maker refrigerators to replace plain plastic tubing.
4. Each Owner should install steel-braided hoses with steel connectors and ball valve shutoffs at the wall connecting any and all bathroom or kitchen sink(s) to its water supply.
5. Each Owner should install copper or steel-braided hoses with steel connectors on any and all dishwasher water connections.
6. Each Owner should install copper or steel-braided hoses with steel connectors on any and all water heater connections.
7. Pursuant to Section 5.2 of the Declaration, if an Owner or resident leaves a Unit vacant for more than seven (7) days, the Owner or resident should shut off the water off to the Unit. If an Owner or resident leaves a home vacant for more than two (2) weeks, the Owner should have a person perform weekly inspections of the Unit to ensure that no water leaks or other damage has occurred.

8. Each Owner shall provide the Association with an emergency contact person with appropriate contact information, including telephone number.

A majority of the Board of Directors adopted the above Resolution on this 12 day of November 20 19.

QUAIL RUN CONDOMINIUM ASSOCIATION

By: [Signature]

Its: President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this ___ day of _____, 20___, before me the undersigned Notary Public, personally appeared _____, who acknowledged to me that he/she is the President of the Quail Run Condominium Association, Inc. and that he/she executed the foregoing resolution on behalf of the Association for the purposes expressed therein.

Notary Public