

**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 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Quail Run Condominiums recorded on January 31, 2022 at Instrument No. 2022-0089105, 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 2.6.2, 3.3.1(a), and 6.3 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 their sole cost and expense, to repair their Unit, according to Sections 5.2 and 9.5 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 Section 8.4.

WHEREAS, Section 5.3of the Declaration provides that Owners are responsible for damage caused to Common Elements by the Owner or the Owner’s, tenants, guests, licensees or invitees.

WHEREAS, Section 8.1 of the Declaration obligates the Association to carry hazard insurance on the Common Elements and permits 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 5.3 and 8.1.3 of the Declaration.
4. 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 5.3, 7.2.4, and 8.1.3. 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 8.1.3 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. Pursuant to A.R.S. § 33-1253(E), prior to reporting a loss under the Association's master property insurance policy, a Unit Owner shall report the loss to the association and give the Association an opportunity to provide the Owner with a written decision on whether the Association will be reporting a claim to the policy.
2. The Association shall adjust the claims and disburse insurance proceeds.
3. Owners are responsible for making claims against their own policies.

### **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 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.

This resolution shall supersede and replace any previous resolutions adopted by the Board regarding damage to units, insurance deductibles, and water leak prevention. A majority of the Board of Directors adopted the above Resolution on this 26 day of March, 2025.

**QUAIL RUN CONDOMINIUM ASSOCIATION**

By: Sally L. Lloyd  
Its: President

STATE OF ARIZONA       )  
  ) ss.  
COUNTY OF MARICOPA )

On this 28 day of March, 2025, before me the undersigned Notary Public, personally appeared Sally Lloyd, 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.

[Signature]  
Notary Public

