

# Rules and Regulations for Quail Run Condominiums

## Effective July 1, 2023

For questions about these Rules and Regulations, please refer to the Quail Run Covenants, Conditions and Restrictions (CC&R) document, or contact Vision Community Management at 480-759-4945 or [www.WeAreVision.com](http://www.WeAreVision.com).

### 1. Tenants / Leases:

- a. Leases must be for a minimum of 30 days.
- b. Owners must give tenants of copy of these rules and regulations and the CC&R document.
- c. Per Arizona law, owners must complete a Tenant Tracking Form (see below or go to the Vision Management website) for each new tenant or lease renewal, then submit the Form to Vision Management with the applicable fee (no fee required for lease renewals).

### 2. Animals:

- a. No water, food, or bird seed shall be set out on the grounds of Quail Run Condominiums. This is to prevent attracting wild animals such as javelinas, coyotes, and bobcats, which can be a danger to humans and pets.
- b. No more than 2 dogs or cats are allowed per unit. Maximum weight for dogs is 50 pounds.
- c. When outside, pets must be on a leash or held. Owners must promptly clean up any waste.

### 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: No items other than patio furniture, electric grills, plants and bicycles may be stored on patios and balconies. Plants are allowed by entryways if they do not block safe access to the adjacent residences.
- c. Upper Level Units: No floor coverings (carpet, tile, etc.) may be laid or installed on upper level patios, balconies and entryways due to the known damage these coverings cause.

### 4. Other External Appearances:

- a. Flags & Signs: The only flags and signs allowed to be visible from outside the Quail Run buildings are those allowed by Arizona Statute A.R.S. 33-1808. See the details at this Arizona government website: <https://www.azleg.gov/ars/33/01808.htm>.
  - i. The following flags are allowed as of July 2023 (refer to the statute for future legislative changes): (1) the American flag or flag of uniformed services of the U.S. if displayed consistent with the federal flag code; (2) the POW/MIA flag; (3) the Arizona state flag; (4) an Arizona Indian nations' flag; (5) the Gadsen flag; (6) a first responder flag; (7) a blue-star or gold-star service flag.
  - ii. For Sale, For Rent or For Lease signs are allowed.
  - iii. Political signs are allowed for currently declared candidates or ballot issues if displayed as follows: (1) No earlier than 71 days before the day of a primary election; (2) no later than 15 days after the day of the general election; (3) for a candidate in a primary election who does not advance to the general election, signs may be displayed no later than 15 days after the primary election.
- b. Window Coverings: The outward-facing side of window coverings must be kept in good condition and are limited to these colors: light shades of cream, gray or white. 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 the original construction.

- c. Screens: These are required on all windows and sliding glass doors. Screen frames must match the complex's dark anodized aluminum (no mill finish aluminum).
  - d. Cable Lines: There shall be no exposed cable lines on the outside of buildings.
  - e. External Fasteners: Homeowners are responsible for any damage to building exteriors or underside of balconies caused by attachment of hooks, nails, screws or other fasteners.
  - f. Seasonal Decoration: Seasonal decorations should be removed a month after the holiday.
5. **Pool:**
- a. DO NOT open the pool gate for anyone who does not have a key.
  - b. Do not prop open or leave the pool gates ajar. This is a safety requirement and also prevents access to unauthorized persons.
  - c. Please clean up trash, pool toys, flotation devices and other belongings, and move furniture back in place after use.
  - d. Please follow all other posted pool 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 may use the pool at one time.
6. **Smoking:**
- a. No smoking in public areas. Be considerate of your neighbors if you choose to smoke on your patio or balcony as smoke can drift into public areas and other residents' living areas.
  - b. DO NOT discard cigarette butts anywhere on the grounds.
  - c. As mentioned above, smoking is not allowed in the pool area.
7. **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).
  - e. External security cameras, including doorbell cameras.
8. **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 the 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.
9. **Business Activity:** No trade or business may be conducted in any unit unless it meets the requirements in the CC&R document.
10. **Bulk Items and Hazardous Materials:**
- 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.
11. **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. Owners are responsible to ensure these are properly installed and functional.
  - d. Homeowners and residents are responsible for regular removal of lint from dryer vents.
12. **Resolution Regarding Damage to Units, Insurance Deductibles, and Water Leak Prevention:** See copy of this resolution below.

**Quail Run Condominium Association  
c/o Vision Community Management  
16625 S. Desert Foothills Pkwy, Phoenix, AZ 85048  
Office: (480) 759-4945 Fax: (480) 759-8683  
Email: [TenantTracking@WeAreVision.com](mailto:TenantTracking@WeAreVision.com)**

**TENANT TRACKING FORM**

Pursuant to Arizona state law §33-1806.01 / §33-1260.01 completion of this form is required if you rent out your home. Each time a new tenant moves in, a form must be completed and a \$25.00 fee paid. If the form is not fully completed or not returned within 15 days from the lease start or renewal date, a \$15.00 late fee will be charged.

Owner Name(s): \_\_\_\_\_ Phone: \_\_\_\_\_

Property Address: \_\_\_\_\_ Email: \_\_\_\_\_

If this home is no longer a rental, please check here and return the form to the address below:

**Name of Adult Tenant(s) and Contact Information (Required):**

1. \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

2. \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

4. \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Lease Term (Required):**

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

New Tenant (\$25.00 Enclosed)

Renewal – Previously Paid

Check here if you would like copies of violation letters to also be sent to your tenant

**Resident Vehicles (Required):**

1. Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_

2. Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_

3. Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_

4. Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_

**Return this completed form each time you have a new tenant OR a lease renewal to the address listed below. For New Tenants:** Include a check or money order in the amount of \$25.00. If mailing this form more than 15 days after the lease start or renewal date, include the \$15.00 late fee. Make checks payable to:

**Vision Community Management  
16625 S. Desert Foothills Pkwy, Phoenix, AZ 85048**

**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**

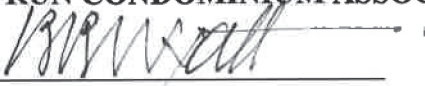
#### **Maintaining Units, Water Leak Prevention, and Water Damage Mitigation**

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:   
Its: President