

**QUAIL RUN CONDOMINIUM ASSOCIATION
SEPTEMBER, 2018
MAINTENANCE & INSURANCE GUIDE***

What is It?	Classification	Who Maintains it?	Who Insures it?	CC&R Section for Reference
<p>The Unit (inward from the interior unfinished surfaces of the perimeter walls, floor, and ceiling, doors and windows; including all contents therein)</p>	<p>UNIT (see Section 2.5 for Unit description)</p>	<p>OWNER</p>	<p>OWNER <i>(each owner may obtain insurance as the Owner deems desirable, including coverage for furnishings and personal property, additions, alterations, and improvements to the Unit)</i></p> <p>ASSOCIATION¹ <i>(the Association may elect to insure the Units, excluding any and all additions, alterations, improvements, furniture, furnishings or personal property)</i></p>	<p>CC&Rs at 2.5, 5.2, 9.2(A), 9.9</p>
<p>All spaces, interior partitions, fixtures and improvements <i>within a Unit which serve only the Unit,</i> including, but not limited to:</p> <ul style="list-style-type: none"> - Electrical outlets - Openings and outlets for all utility installations - Chutes - Flues - Wires <p>Cont'd Next page...</p>	<p>UNIT</p>	<p>OWNER</p>	<p>OWNER <i>(each owner may obtain insurance as the Owner deems desirable, including coverage for furnishings and personal property, additions, alterations, and improvements to the Unit)</i></p> <p>ASSOCIATION¹ <i>(the Association may elect to insure the Units, excluding any and all additions, alterations, improvements, furniture, furnishings or personal property)</i></p>	<p>CC&Rs at 2.5, 5.2, 9.2(A), 9.9</p>

¹ We are not in possession of the Association's insurance policies and therefore cannot confirm if the Association is currently insuring the Units (excluding any and all additions, alterations, improvements, furniture, furnishings or personal property of the Unit Owner). Pursuant to the Declaration at 9.2(A), the Association may, but is not obligated to, insure the Units. If the Association does insure the Units and subsequently elects not to insure the Units, then Owners must be provided with advance notice of the change in coverage.

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<p>...Cont'd</p> <ul style="list-style-type: none"> - Conduits - Heating/air conditioning unit (and associated equipment / HVAC system) - Hot water heaters - Cable television - Internet service, telephone, alarm - Water pipes/lines, meters - Electric lines /Gas lines - Lath - Furring - Wallboard/Plasterboard - Plaster - Paneling - Tiles - Wallpaper/Paint - All finishes/coverings on walls, floor, or ceiling - Doors - Window glass - Interior window frames (and all interior components of the window) - Plumbing fixtures - Dishwashers - Washers/dryers - Ranges/ovens - Other built-in fixtures/appliances 	UNIT	OWNER	<p>OWNER <i>(each owner may obtain insurance as the Owner deems desirable, including coverage for furnishings and personal property, additions, alterations, and improvements to the Unit)</i></p> <p>ASSOCIATION <i>(the Association may elect to insure the Units, excluding any and all additions, alterations, improvements, furniture, furnishings or personal property)</i></p>	CC&Rs at 2.5, 5.2, 9.2(A), 9.9

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<p>Limited Common Elements Allocated to a Unit</p> <ul style="list-style-type: none"> - Chute, flue, pipe, duct, wire, conduit, heating and air conditioning units, natural gas, cable or satellite television, internet service, telephone service, water and electric pipes, lines or meters or other fixture <i>located outside the boundaries of the Unit but which serve only one Unit</i> 	<p>LIMITED COMMON ELEMENT ("LCE") (see Section 2.8(A)(1) for Limited Common Element Description)</p>	<p>ASSOCIATION (unless maintenance allocated to Owner by Declaration, see below)</p>	<p>ASSOCIATION</p>	<p>CC&Rs at 2.8(A)(1), 5.1, 9.2(A), 9.9</p>
<p>Doors and windows in the perimeter walls of a Unit</p> <ul style="list-style-type: none"> - Including glazing, sashes, frames, sills, thresholds, hardware, flashing and other components 	<p>LCE See Section 2.8(A)(3)</p>	<p>OWNER</p>	<p>ASSOCIATION</p>	<p>CC&Rs at 2.8(A)(3), 5.2, 9.2(A), 9.9</p>
<p>Interior of Balcony</p> <ul style="list-style-type: none"> - lower boundary is the unfinished concrete floor; vertical boundaries are the exterior wall of the building and the interior unfinished surface of the roof. 	<p>LCE See Section 2.8(A)(4)</p>	<p>OWNER</p>	<p>ASSOCIATION</p>	<p>CC&Rs at 2.8(A)(4), 5.2, 9.2(A), 9.9</p>

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<p>Interior of the Ground Floor Unit Patio</p> <ul style="list-style-type: none"> - lower boundary of patio is the unfinished concrete floor; vertical boundaries are the exterior wall of the building and the interior unfinished surface of the fence enclosing the patio 	<p>LCE See Section 1.36, 2.8(A)(5)</p>	<p>OWNER</p>	<p>ASSOCIATION</p>	<p>CC&Rs at 2.8(A)(5), 5.2, 9.2(A), 9.9</p>
<p>Parking Space allocated to the Unit</p>	<p>LCE See Section 2.8(A)(6)</p>	<p>ASSOCIATION</p>	<p>ASSOCIATION</p>	<p>CC&Rs at 2.8(A)(6), 5.1, 9.2(A), 9.9</p>
<p>Stairway to each group of second floor Units</p>	<p>LCE See Section 2.8(A)(7)</p>	<p>ASSOCIATION</p>	<p>ASSOCIATION</p>	<p>CC&Rs at 2.8(A)(7), 5.1, 9.2(A), 9.9</p>
<p>Installation, repair, maintenance, use and removal or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve a Unit but which encroach upon a part of the Common Elements</p>	<p>LCE See Section 3.6(A)(2)</p>	<p>OWNER</p>	<p>OWNER <i>(each owner may obtain insurance as the Owner deems desirable, including coverage for furnishings and personal property, additions, alterations, and improvements to the Unit)</i></p> <p>ASSOCIATION <i>(the Association may elect to insure the Units, excluding any and all additions, alterations, improvements, furniture, furnishings or personal property)</i></p>	<p>CC&Rs at 3.6(A)(2), 5.1, 9.2(A), 9.2(B), 9.9</p>

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All Common Elements (except for those LCEs which the Owners are obligated to maintain pursuant to the CC&Rs at 5.2) ²	Common Elements ("CE") (see Section 1.12 for Common Element Description)	ASSOCIATION	ASSOCIATION	CC&Rs at 5.1, 9.2(A), 9.2(B)
The walls of the Balconies	CE	ASSOCIATION	ASSOCIATION	CC&Rs at 5.1, 9.2(A), 9.2(B)
The walls enclosing the Patios	CE	ASSOCIATION	ASSOCIATION	CC&Rs at 5.1, 9.2(A), 9.2(B)
Washing the exterior windows of the Condominium	CE	ASSOCIATION	ASSOCIATION	CC&Rs at 5.1, 9.2(A), 9.2(B)
Painting the exterior of the Condominium	CE	ASSOCIATION	ASSOCIATION	CC&Rs at 5.1, 9.2(A), 9.2(B)

² Each Owner is liable to the Association for damage to the Common Elements resulting from the negligence or willful misconduct of the Owner or the Owner's Lessees, Occupants or Invitees. Similarly, if a Common Expense is caused by the misconduct of any Owner, the Association shall assess that Common Expense exclusively against such Owner's Unit. See CC&Rs at Section 5.3 and 7.4(D). Absent misconduct or negligence, all Common Expenses, including but not limited to Common Expenses associated with the maintenance, repair and replacement of a LCE maintained by the Association, shall be assessed against all of the Units in accordance with Section 7.4(A) and 2.7. See CC&Rs at 7.4(C).

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Parking spaces not designated as LCE	CE	ASSOCIATION	ASSOCIATION	CC&Rs at 5.1, 9.2(A), 9.2(B)
Sewer lines and appurtenant facilities which serve more than one Unit and are not located within Unit boundaries	CE	ASSOCIATION	ASSOCIATION	CC&Rs at 5.1, 5.5, 9.2(A), 9.2(B)
Pest Control - as deemed necessary by the Association	CE	ASSOCIATION	ASSOCIATION	CC&Rs at 3.5, 5.1, 9.2(A), 9.2(B)

*** NOTE: This Maintenance & Insurance Guide from the Board of Directors of the Association is intended for reference only as a convenient guide for the homeowners. It does not establish legal obligations and is not a legal document. The Condominium Declaration (Declaration) is the legal contract between the Association and the owners. Also, note that this Maintenance Guide only refers to the obligations under the Declaration. There can be other legal reasons that would form a basis for the Association or the owner to be held responsible for repair, maintenance, replacement and/or reimbursement for the cost of same (e.g., by common law such as negligence).**