

**MIRAGE CROSSING RESORT CASITAS HOMEOWNERS ASSOCIATION  
AMENDED BOARD RESOLUTION**

**Preventative Maintenance Policy and  
Policy Governing Remediation of Damage Caused by Insurable Events**

WHEREAS, Mirage Crossing Resort Casitas Homeowners Association (the “Association”) is governed by the Amended and Restated Condominium Declaration for Mirage Crossing Resort Casitas, a Condominium, recorded on May 2, 2022 at Recording Number 2022-0384598, records of Maricopa County, Arizona, and all amendments thereto (the “Amended Declaration”);

WHEREAS, pursuant to Section 8.0(A)(1) of the Amended Declaration, the Association is responsible for maintaining property casualty insurance covering the Common Elements and the Units (exclusive of improvements or betterments installed by the Unit Owners);

WHEREAS, pursuant to Section 6.3 of the Amended Declaration, the Board has the authority to adopt rules that govern, among other things, the use of any area by any Unit Owner and such Owner’s lessees, invitees, family and guests;

WHEREAS, pursuant to Section 3.4 of the Amended Declaration, the Association has an easement through the Units and Limited Common Elements for the purpose of remediating damage to areas which the Association insures;

WHEREAS, the Association’s Board of Directors wishes to set forth rules and procedures pertaining to preventative maintenance and remediation of damage caused by insurable events within the Condominium;

WHEREAS, the Board previously adopted a Board Resolution – Preventative Maintenance Policy and Policy Governing Remediation of Damage Caused by Insurable Events, which was recorded on April 27, 2021 at Recording No. 2021-0470360, Official Records of Maricopa County, Arizona Recorder (“Original Resolution”);

WHEREAS, the Board wishes to update the Original Resolution via this Amended Board Resolution – Preventative Maintenance Policy and Policy Governing Remediation of Damage Caused by Insurable Events (“Amended Resolution”) in light of the recent adoption of the Amended Declaration;

NOW, THEREFORE, based on the power authorized to the Board, the Board hereby adopts this Amended Resolution, which replaces and supersedes the Original Resolution in its entirety.

Capitalized terms used herein shall have the meanings set forth in the Amended Declaration, unless otherwise defined herein.

**Article I:**  
**Preventative Maintenance Policy**

*Section 1: Unit Owner Requirements*

The following are required of each Unit Owner:

- A. If a Unit Owner leaves the Unit vacant for a period of more than three (3) consecutive days, the Owner shall shut off the main water valve serving the Unit to shut off water to the Unit to the greatest extent possible.
- B. If an Owner leaves the Unit vacant for more than fourteen (14) consecutive days, the Owner shall have a person perform inspections of the Unit at least once every fourteen (14) days to ensure that no water leaks or other damage has occurred to the Unit. The Owner shall ensure that records of such inspections are maintained by the inspector.
- C. Each Unit Owner shall provide the Association with the appropriate contact information for an emergency contact person, including telephone number. Each Owner shall be responsible for updating the information on file with the Association as necessary.

*Section 2: Recommendations for Preventative Maintenance*

The following are recommended best practices to help prevent water leaks:

- A. Install steel-braided toilet tank fill hoses with steel connectors and ball valve shutoffs at the wall. These will replace the fill hoses with plastic connectors at the toilet tank and screw-type shutoff valves.
- B. Install steel-braided washer hoses to replace plain rubber hoses.
- C. Install copper, steel-braided, or nylon mesh tubing on ice makers to replace plain plastic tubing.
- D. 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.
- E. Install copper or steel-braided hoses with steel connectors on any and all dishwasher water connections.
- F. Inspect and replace water heater and toilet base seals at professionally recommended time increments. Furthermore, inspect and replace water heaters at professionally recommended time increments.

**Article II:**  
**Policy Governing Remediation of Damage Caused by Insurable Events**

1. Upon the occurrence of an event or incident within the Condominium where the damage caused thereby is covered by the Association's property casualty policy, including but not limited to, a water leak or fire ("Insurable Event"), or any other event which may potentially constitute an Insurable Event, any Unit Owner impacted thereby shall immediately notify the Association of the incident. Such Owner must email notice to the Association's community manager at the management company within twenty-four (24) hours of the Owner's observation of the incident.
2. If an Owner's Unit will be vacant for more than fourteen (14) consecutive days, such Owner must arrange for someone to inspect their Unit at least once every fourteen (14) days for the purpose of identifying any potential incident or damage. Such inspector or the Owner must report any evidence thereof to the Association as outlined above.
3. Upon receiving notice of a potential Insurable Event from an Owner (or such Owner's inspector or other representative), the Association will arrange for inspection of the Unit and adjacent property to assess the damage.
4. If the damage is determined to be the result of an Insurable Event, the Association will arrange for the damage to areas insured by the Association to be repaired, as necessary or appropriate, and will oversee the repair work. The Association will work with its insurance adjustor, contractors and/or inspectors as necessary to ensure that the work is completed in a timely manner.
5. To the extent that the Association's agents, managers, inspectors and/or contractors need to access a Unit(s) or Limited Common Element(s) in order to inspect or repair the damage, the Owner thereof shall provide such access upon reasonable notice from the Association (except for emergency situations, in which such notice is not required).
6. Unless expressly authorized by the Association in writing, the Unit Owner shall refrain from undertaking any repair work to the Unit or Common Elements (with the exception of work necessary to mitigate further damage, such as repairing a burst pipe). If the Owner makes repairs not authorized by the Association, the Association may require the Owner to sign a release prior receiving insurance proceeds.
7. Pursuant to Section 5.2 and 7.3(G) of the Amended Declaration, any Unit Owner who: (1) fails to maintain their Unit in accordance with the Association's Condominium Documents, including the requirements set forth in Article I, Section 1 of this Board Resolution; (2) fails to provide timely notice of an Insurable Event to the Association; (3) improperly undertakes its own work to repair the damage; and/or (4) fails to provide access to the Unit or Limited Common Elements upon reasonable notice and request from the Association, shall be responsible for any Common Expense (including, without limitation, any deductible) incurred by the Association as a result. The amount of such Common Expense shall be assessed against the Unit. In the event that multiple Units are

at fault, and thus responsible for costs incurred by the Association as a result, such Common Expenses incurred by the Association shall be prorated against the Units at fault accordingly.

- 8. Except in situations where an Owner’s negligence, misconduct or omission caused the damage as outlined in Section 7 above, in the event that damage occurs to less than all of the Units, pursuant to Section 8.2 of the Amended Declaration the Owner(s) of the affected Unit(s) are responsible for payment of the Association’s insurance deductible, or costs of repair less than the deductible, and any cost to repair or remediate the Unit(s) that is not covered by the Association’s insurance policy.
- 9. The Unit Owner will be responsible all for repairs and associated expenses pertaining to damage to improvements and betterments installed by such Owner, as well as personal property, as these items are not covered by the Association’s insurance policy.

The Board of Directors may amend or modify this Policy by adopting and recording a subsequent Board Resolution.

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The Board of Directors adopted the above resolution on \_\_\_\_\_, 20\_\_\_\_\_.

MIRAGE CROSSING RESORT CASITAS HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA        )  
   ) ss.  
 County of Maricopa        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

\_\_\_\_\_  
Notary Public

Notary Seal: