

**Costa Del Sol Condominiums Maintenance Corporation**

1870 W Prince Rd Suite 47 - Tucson, AZ 85705  
Telephone: 520-297-0797 - Fax: 520-742-2618

RE: Community Governing Documents - Maintenance

Dear Owners:

Attached are recently approved documents which will be added to the governing documents of Costa del Sol Condominiums d/b/a Campus Walk Condominiums.

The first document is a breakdown of maintenance responsibilities as stated in the CCR's. We hope you will find this document useful.

The second document is a Resolution on Insurance Deductible. PLEASE READ THIS DOCUMENT CAREFULLY. It is VERY important you understand this resolution and to make sure your insurance is adequate. We encourage you to share this resolution with your insurance agent. Currently, the deductible is \$25,000. You will be promptly emailed of any changes to deductible; so make sure your email address is kept current.

The Resolution will go into effect **August 1, 2020**. These documents will also be posted on the website ([campuswalkhoa.com](http://campuswalkhoa.com)) for easy reference.

Please do not hesitate to contact me at the office 520-297-0797 or e-mail [dtolton@cadden.com](mailto:dtolton@cadden.com) with any questions.

For the Association,



Debbie Tolton, CAAM®  
Community Association Manager  
Cadden Community Management

Enclosure: Maintenance Matrix  
Resolution – Insurance Deductible

**COSTA DEL SOL CONDOMINIUMS MAINTENANCE CORPORATION  
D/B/A CAMPUS WALK CONDOMINIUMS  
BOARD OF DIRECTORS RESOLUTION**

**DAMAGE TO UNITS, INSURANCE DEDUCTIBLES,  
AND WATER LEAK PREVENTION**

**WHEREAS**, the Costa Del Sol Condominiums Maintenance Corporation, d/b/a Campus Walk Condominiums (“Association”), is governed by the Condominium Declaration for Costa Del Sol Condominiums, recorded on June 30, 2006 in Sequence Number 20061261314 in the Official Records of Pima County, as amended (“Declaration”). The Declaration applies to real property described in the Plat map recorded in Book 61, page 41 of Maps and Plats in the Official Records of Pima County (“Property”).

**WHEREAS**, all Units within the Property are governed by the Declaration.

**WHEREAS**, the Declaration, at Article 6, Section 6.3, authorizes the Association to adopt rules and regulations governing the use of any portion of the Property.

**WHEREAS**, the Declaration, at Article 5, Section 5.1, provides the Association is responsible for the maintenance, repair, and replacement of the Common Elements other than Limited Common Elements that are an Owner’s responsibility to repair, maintain, or replace. The costs of such Association maintenance are a Common Expense shared by the Owners, pursuant to Article 5, Section 5.1 of the Declaration.

**WHEREAS**, the Declaration, at Article 5, Section 5.2, states each Owner is responsible for the maintenance, repairs, and replacements of all portions of his or her Unit and the HVAC system serving the Unit, as well as for maintaining the interior of the Balcony allocated to the Unit as a Limited Common Element in good, clean, and sanitary condition.

**WHEREAS**, pursuant to the Declaration, at Article 5, Section 5.3, each Owner is liable to the Association for damage to the Common Elements, including Limited Common Elements, resulting from the Owner’s, or the Owner’s Lessees’, Occupants’, or Invitees’, willful misconduct or negligence. Pursuant to Article 7, Section 7.2.4 of the Declaration, the Owner is solely responsible for any Common Expense caused by the Owner’s, or the Owner’s Lessee’s, Occupant’s, or Invitee’s, misconduct.

**WHEREAS**, the Declaration, at Article 8, Section 8.3, provides the Association’s insurance premiums are a Common Expense.

**WHEREAS**, the Declaration, at Article 8, Section 8.4, requires, to the extent not covered by the Association’s policies, each Owner to obtain insurance covering his or her

Unit and appurtenant Limited Common Elements, all personal property in the Unit, and the deductible under the Association's policies, as well as comprehensive general liability insurance covering the Unit.

**WHEREAS**, the Arizona Condominium Act ("Act") provides, "[a]ny common expense associated with the maintenance, repair or replacement of a limited common element shall be equally assessed against the units to which the limited common element is assigned." *See* A.R.S. § 33-1255(C)(1). Pursuant to Article 5, Section 5.2 of the Declaration, each Owner is responsible for reimbursing the Association for the cost of maintenance, repair, or replacement of any Limited Common Elements allocated to his or her Unit.

**WHEREAS**, the Act provides, "[a]ny common expense or portion of a common expense benefitting fewer than all of the units shall be assessed exclusively to the units benefitted." *See* A.R.S. § 33-1255(C)(2).

**WHEREAS**, the Association's Board of Directors ("Board") wishes to clarify the responsibility of the Association and Owners to pay the insurance deductibles for claims tendered on the Association's insurance policies and the responsibility of the Association and Owners to pay costs less than the Association's insurance deductible for damage covered by the Association's insurance policies.

**NOW, THEREFORE**, based on the authority of the Board and the responsibilities of the Owners, the Board hereby adopts the following resolutions and makes the provisions below part of the Association's rules and regulations.

**RULES RELATING TO PAYMENT OF  
ASSOCIATION INSURANCE DEDUCTIBLES**

1. If damage occurs solely to a Unit, including but not limited to damage from water leaks originating outside of the Unit, and the amount of such damage is less than the Association's insurance deductible, the Unit's Owner shall be solely responsible for full payment of the cost for repair, replacement, or restoration thereof. The Association's Board reserves the right of judgment to determine if the repairs to the external portions of the damage to a Unit fall within the normal responsibility of the Association, such as roof or siding. If the damages are clearly caused by the Owner and/or Owner's Lessees, Occupants, or Invitees, then the Owner will bear the full responsibility.
2. If damage occurs solely to a Unit, including but not limited to damage from water leaks originating outside of the Unit, and the amount of such damage is equal to or greater than the Association's insurance deductible, the Unit's Owner shall be solely responsible for full payment of the Association's insurance deductible.

3. If damage occurs to more than one Unit that is less than the Association's insurance deductible, the Owner of each damaged Unit shall be responsible for full payment of the cost of the repair, replacement, or restoration of his or her Unit.
4. For damage to one or more Units, including those portions of Units for which the Association provides routine maintenance, the Board reserves the right to determine whether the Association will repair such damage to the Units. If the Association elects to make such repairs, the Board reserves the right to determine the Association will assess the cost of such repairs to the Units benefitted.
5. If damage occurs to the Common Elements, such as root damage to sewer lines (except as provided in Article 5, Section 5.5 of the Declaration), in an amount less than the Association's insurance deductible, the Association shall be responsible for the costs of repair, replacement, or restoration thereof. The Board reserves the right to determine that the Association will pass the cost of such repair, replacement, or restoration to the Units benefitted by the Common Elements, if fewer than all Units are benefitted.
6. If damage occurs to the Common Elements in an amount equal to or greater than the Association's insurance deductible, the Association shall be responsible for full payment of the Association's insurance deductible. The Board reserves the right to determine that the Association will pass the cost of such repair, replacement, or restoration to the Units benefitted by the Common Elements, if fewer than all Units are benefitted.
7. If damage occurs to the Common Elements in an amount less than the Association's insurance deductible, and the damage is caused by the negligence or willful misconduct or omission of an Owner, or the Owner's Lessees, Occupants, or Invitees, the Owner shall be solely responsible for the full costs of repair, replacement, or restoration thereof.
8. If damage occurs to the Common Elements in an amount equal to or greater than the Association's insurance deductible, and the damage is caused by the negligence or willful misconduct or omission of an Owner, or the Owner's Lessees, Occupants, or Invitees, the Owner shall be solely responsible for the full costs of repair, replacement, or restoration thereof.
9. Each Owner should be aware of the amount of the Association's insurance deductible. Pursuant to Article VIII, Section 8.4, Owners must carry sufficient 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.

10. The Board reserves the right to determine whether the Association will first cover the cost of repair of any damage to the Property or pay the Association's insurance deductible, and then seek reimbursement from the Owners of the Units benefitted. Alternatively, the Board may determine the Owners of the Units benefitted must first pay the cost of repair or any damages or the Association's insurance deductible.

#### **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 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

#### **RECOMMENDATIONS RELATING TO MAINTAINING UNITS TO HELP PREVENT WATER LEAKS AND DAMAGE AND INSURANCE CLAIMS**

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 sinks to its water supply.
5. Each Owner should install copper or steel-braided hoses with steel connectors on any and all dishwasher water connections and to washing machines (if applicable).
6. Each Owner should install copper or steel-braided hoses with steel connectors on any and all water heater connections.
7. If an Owner leaves a Unit 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. The Owner should shut off water to all toilets in the Unit.
8. Owners who own Units with dryers must clean out dryer vents on an annual basis.

9. When performing HVAC maintenance, the Owner must ensure the technician seals ducts on the roof leading from the air conditioning unit into the building to prevent leaks.
10. Each Owner shall provide the Association with an emergency contact person with appropriate contact information, including telephone number.

**COMPLIANCE WITH THIS RESOLUTION**

Each Owner is required to follow the rules and guidelines set forth above. Failure to do so may result in the Owner forfeiting any claims against the Association and being held responsible for any costs or expenses incurred.

A majority of the Board of Directors adopted the above Resolution on July 9, 2020.

**COSTA DEL SOL CONDOMINIUMS  
MAINTENANCE CORPORATION,  
d/b/a CAMPUS WALK CONDOMINIUMS**

By: Suzette Avetian

Its: President

**CERTIFICATE OF PROMULGATION OF  
INSURANCE POLICY**

I, Rebbie Tolton, the Association Manager for the Costa Del Sol Condominiums Maintenance Corporation, hereby certify that I sent by mail to all of the Owners of record as of the 24 day of July 2020, the Resolution, Policy, and Rules regarding Damage to Units, Insurance Deductibles, and Water Leak Prevention for the Association, adopted by the Board on the 9 day of July 2020.

DATED this 24 day of July, 2020.

By:   
Printed Name: Rebbie Tolton