

**QUEEN'S BAY RESORT CONDOMINIUM OWNERS ASSOCIATION
BOARD RESOLUTION REGARDING INDIVIDUAL AIR CONDITIONING SYSTEMS
AND REFRIGERANT LINES**

1. Purpose. This Resolution establishes uniform responsibility and procedures for the maintenance, repair, and replacement of air conditioning equipment and refrigerant lines serving individual Units. It is intended to interpret and administer the existing requirements of the Declaration and does not amend the Declaration or alter Unit or Common Element boundaries.

2. Owner Responsibility. Each Unit Owner is responsible, at the Owner's expense, for inspecting, maintaining, repairing, and replacing the separate air conditioning system serving the Owner's Unit, including all refrigerant lines, insulation, fittings, wiring, drainage components, and related connections serving only that Unit.

This responsibility applies regardless of whether the equipment or line is located within the Unit, within a wall or ceiling, upon or beneath the roof, along an exterior wall, within a Limited Common Element, or upon another portion of the Common Elements.

The classification or location of a component does not alter the Owner's responsibility when the component serves only the Owner's Unit.

3. Association Responsibility. The Association is responsible for central or shared air conditioning components serving more than one Unit and for the maintenance of the structural roof, exterior walls, and other Common Elements, except to the extent repair is required because of an Owner's equipment, failure to maintain, or contractor. The Association is not responsible for an individual refrigerant line merely because it is located within or upon the Common Elements.

4. Approval and Contractor Requirements. Except in an emergency, an Owner must obtain prior written approval before installing or replacing air conditioning equipment or performing work that affects the roof, exterior walls, structural components, Common Elements, or exterior appearance of the building. The Owner must use an appropriately licensed and insured contractor and comply with all applicable permits, codes, Association requirements, and conditions of approval.

Association approval does not constitute a warranty of the work and does not transfer maintenance or liability responsibility to the Association.

5. Protection and Restoration of Common Elements. Any work impacting a roof, exterior wall, or other Common Element must be coordinated with management and performed in a manner that protects the building envelope and any applicable warranty. The Owner is responsible for the reasonable cost of accessing the Owner's equipment or refrigerant line and restoring any Common Elements disturbed or damaged by the work. The Association may, in the sole discretion of the Board, require roofing, waterproofing, or structural work to be performed by a contractor approved or selected by the Association, at the Owner's expense.

6. Emergencies. An Owner may perform work reasonably necessary to address an emergency without prior approval when delay would create a substantial risk of injury or property damage. The Owner must notify management as soon as reasonably practicable, limit the work to what is necessary to address the emergency, and thereafter provide any documentation or application required by the Association.

7. Inspections and Required Repairs. The Association may periodically inspect accessible portions of refrigerant lines or air conditioning components located within or upon the Common Elements. Any Association inspection is intended only to identify visible conditions that may affect the Common Elements or other Units. It does not constitute a warranty of the system, create a duty to discover concealed defects, or transfer the Owner's maintenance responsibility to the Association.

If the Association identifies deterioration, leakage, improper installation, or another condition requiring attention, the Association may require the Owner to obtain a professional inspection and complete necessary repairs within a reasonable period.

8. Failure to Maintain. If an Owner fails to perform required maintenance or repairs after written notice, the Association may exercise the remedies available under the Declaration and Arizona law. These remedies may include performing work necessary to protect the Common Elements or other Units and charging the resulting costs to the Owner to the extent permitted by the Declaration and applicable law. Nothing in this Resolution obligates the Association to perform work that is the responsibility of an Owner.

9. Prior Repairs and Conflicts. A prior decision by the Association to inspect, repair, replace, or pay for an individual air conditioning component does not establish a precedent or transfer future responsibility to the Association. If this Resolution conflicts with the Declaration or applicable law, the Declaration or applicable law shall control.

10. Adoption. This Resolution was adopted by the Board of Directors of Queen's Bay Resort Condominium Owners Association at a duly noticed meeting held on _____, 2026, and shall become effective on _____, 2026.

QUEEN'S BAY RESORT CONDOMINIUM OWNERS ASSOCIATION

By: _____
President

Date: _____

ATTEST:

By: _____
Secretary

Date: _____