



October 7, 2022

Dear Homeowner,

The fall colors have been later than usual this year with the valley bathed in brilliance this past week. As the leaves begin to fall, temperatures will also begin dropping and now is the time to prepare for the colder months ahead. Please remember there are several important steps that should be taken to ensure your unit is properly protected.

Winter Reminders:

- **Remember to turn on your heat**
 - End units in the condominium buildings and all townhome units should have their thermostats set to at least 60° F to prevent frozen pipes (condo units not located on end walls should be safe with thermostats set to at least 50° F).
- **Electric baseboard heat**
 - When your electric heat is first turned on it is normal to encounter a brief period with a singed odor. This is caused by dust that has accumulated on the heating element over the past several months. However, if a burning odor persists or you observe any sparks or other unusual conditions, turn the unit off immediately and have it inspected. Remember to always keep combustible items (furniture, firewood, pillows, draperies etc.) a safe distance from baseboard panels.
- **Natural gas boilers**
 - Owners in Buildings 9 and 10 should have their gas heating system inspected periodically by a licensed mechanical contractor. The original systems are now over 40 years old and are at a higher risk of failing and leaking. If your system is original, consider replacing it or, at a minimum, having an annual inspection.
- **Avoid common water events**
 - The Association has responded to many water events this past year from hot water heaters and washing machine hoses. Unfortunately, it is the units underneath that suffer the most damage as these owners fall victim to circumstances beyond their control. Please be a responsible neighbor and inspect your hot water heater for any sign of external corrosion or leaks. The expected life span for hot water heaters is about 10 – 15 years and washing machine hoses about 10 years. If the ones in your unit are this age or older, then please plan to replace them as soon as possible.
- **Insurance Guidelines - HO6 insurance policy**
 - In order to fully protect your property, the Association's Insurance Guidelines recommend that owners carry an HO6 insurance policy. You should speak with your agent about the policy and make sure it includes loss of use, relocation expense coverage, loss of rental income, and loss assessment for Association deductibles, among others. A copy of the Insurance Guidelines is included following this letter and may be provided to your agent.



The hot tub project is moving ahead as expected and is on schedule. The demolition went very well, and the installation is underway. During this project, remember that the back walkway between the tennis courts and clubhouse will be closed. Please follow the detour signs and do not enter the area. Also, be observant of hazards (materials, heavy equipment, and construction activities) in the area and maintain a safe distance. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Ivy", written over a light blue horizontal line.

Matt Ivy
General Manager

RACQUET CLUB OWNERS ASSOCIATION

INSURANCE GUIDELINES

Adopted April 28, 2007

1. ASSOCIATION'S DUTY TO INSURE.

The Association has the duty to maintain, at all times, insurance policies which satisfy the requirements set forth in the Declaration. In performing its duty, the Association expects to obtain and maintain policies (if reasonably available) that provide the following coverage:

- Property or Casualty Insurance. Property or casualty insurance for the replacement value of the Units, as originally constructed, and for the Common Elements, including improvements to the Common Elements. Improvements, upgrades made by the developer's general contractor, prior Owners or others on behalf of the Owner, decorating, furniture, furnishings, appliances, or other personal property belonging to Owners are excluded and not covered by the Association. The policies to be obtained and maintained by the Association are to cover cabinets, countertops, permanently attached floor coverings, interior walls, plumbing fixtures and light fixtures as originally installed by the Declarant or intended to be installed by Declarant prior to any requested upgrades. The Association's property insurance policy does not cover any of an Owner's personal property in their Unit.
- General Liability. Commercial general public liability and property damage insurance against claims for bodily injury or death or property damage occurring upon or in the Common Elements. The Association's liability coverage does not extend to claims within the boundaries of the Units. Owners are encouraged to obtain sufficient liability insurance coverage for occurrences on their Units.
- Other Policies. Such other policies as the Board of Directors of the Association determines.

2. OWNER'S RESPONSIBILITY TO INSURE.

Each Owner is encouraged by the Association to maintain, at all times, the following:

- Unit Owner Property or Casualty Insurance. Such insurance should provide complete comprehensive contents coverage, including furnishings, personal property, upgrades or additions to fixtures, appliances, wall, floor and ceiling materials other than original construction
- Liability insurance. Such insurance should provide coverage against claims for bodily injury or death or property damage occurring upon, in or originating in the Unit.

- Deductibles of the Association. Each Owner is also encouraged to obtain personal insurance coverage which may pay the Owner's portion of the Association's deductible amount in the event of a claim.

If an Owner lives in the Unit. The Owner should obtain an HO-6 policy. The Association has been advised that HO-6 policies generally include the following five basic coverages: dwelling coverage, personal property coverage, liability coverage, loss assessment and loss of use. Dwelling coverage should include the amount of improvements/upgrades made and all items specified in the Declaration as the Owner's responsibility. Personal property coverage should include all furnishings and clothing. Liability coverage includes anything that happens within the Unit. Loss assessment coverage is recommended to cover the difference between the Owner's personal deductible and the Association's deductible allocated to the Owner. Loss assessment coverage may also pay for any special assessments levied by the Association to pay for deductibles allocated to the Association. The Association has been advised that dwelling coverage may also cover property losses below the Association's deductible that may be above the Owner's personal deductible.

If the Owner has their Unit in the Association Lodging Program, or leases the Unit on their own. The Unit should be covered by a rental policy (landlord's policy). This policy should offer dwelling coverage, personal property coverage, liability coverage and loss of rents if the property must be vacated while being repaired/rebuilt. Many landlords' policies also include loss assessment coverage. The Association has Lodging Rules and Regulations that specify the extent of insurance each Owner of a Unit in the Association's Lodging Program is to maintain.

Recommended Consultation by Owners with their own Insurance Agent. The Association recommends that each Owner consult with the Owner's insurance representative to ensure that the Owner has adequate insurance coverage to address his/her needs and ensure that gaps between the Association's policies and the Owner's policies are minimized.

3. CLAIMS ON BEHALF OF THE ASSOCIATION.

The following procedures should be followed by the Association (acting through management or the Board of Directors):

- The Association may notify its insurance carrier of the occurrence and determine whether to submit a claim under its policies by balancing the benefits conferred to the Association under the policy with the costs associated with the claim to the Association.
- In the event that the Association determines that it is in the best interests of the Association to submit a claim under its insurance policies; the Association shall follow the procedures set out in the policies describing the insured's duties in the event of an occurrence, claim, or suit.
- In the event that the Association determines that it is not in the best interests of the Association to submit a claim under its insurance policies, the Association shall still be obligated to complete repair of the damages as if a claim had been made. The

Owner will remain responsible for the amount of the deductible as provided in these Guidelines, even if the Association performs the repair of the damages without submitting a claim.

4. CLAIMS ON BEHALF OF AN OWNER.

If an occurrence is made known to an Owner that results in damages or injury to an Owner or a Unit which may come within the Association's coverage as required in the Declaration, the following procedures shall be followed by the Owner:

- The Owner(s) shall promptly notify his or her personal carrier of the damage and follow the procedures set out in the Owner's policy describing the insured's duties in the event of an occurrence, claim, or suit.
- In the event the damage the Owner has sustained may come within the coverage required of the Association under the Declaration, the Owner shall promptly notify the Association of the damage by providing written notice to the Association setting forth the following:
 - a) Owner's home address and phone number;
 - b) The time, place and circumstances of the event;
 - c) Identification of damaged property; and
 - d) In the event of a liability claim, the names and addresses of the injured, and of any witnesses.
- The Owner shall give the Association a reasonable opportunity to inspect the damage, if requested.
- Within 15 days, the Association shall seek to determine whether the occurrence or claim consists of damages for which the Owner or the Association is responsible for insuring under the Declaration. The Association shall so notify the Owner.
- If the Association determines that the occurrence or claim consists of damages for which the Association is responsible for insuring, the Association shall follow the procedures set out above.

5. RESPONSIBILITY FOR PAYMENT OF DEDUCTIBLES AND OTHER AMOUNTS.

The deductible on the Association's property insurance policy is currently \$10,000. The trend in the insurance industry and many similar condominium communities is towards higher deductibles. Whether the Association, in its discretion, chooses to submit a claim under the Association's insurance policy or not, the payment of the deductible amount for claims that the Association is responsible for insuring, shall be as follows:

- Common Elements. The Association shall pay or absorb the deductible for any work, repairs or reconstruction for damage to Common Elements or for damages to Units that would be the maintenance responsibility of the Association in the absence of

insurance. However, if the damage is caused by the negligent or willful act or omission of an Owner, his family, guests, or invitees, the Association shall seek reimbursement of the deductible amount from such Owner as an assessment. In that event, the Association may also seek reimbursement of any such damages which are not recovered from insurance proceeds, including not only the deductible amounts under the Association's insurance policies, but any amount of such damages not otherwise recovered and for which the Association may be held responsible under its governing documents. Such amounts may be collected in the same manner as assessments.

- Units.
 - (a) The Association shall pay or absorb the deductible for any work, repairs, reconstruction or replacement for damage to a Unit for repairs that would be the Association's maintenance responsibility. However, if the loss or damage is caused by the negligent or willful act of an Owner, in which case the negligent Owner shall be responsible for the deductible and any amount of such damages not otherwise recovered and for which the Association may be held responsible under its governing documents. Such amounts may be collected in the same manner as assessments.
 - (b) The Owner shall pay or absorb the deductible for any work, repairs, reconstruction or replacement for damage to a Unit that would be the Owner's maintenance responsibility. However, if the loss or damage was caused by the negligent or willful act or omission of another Owner, in which case, the negligent Owner shall be responsible for the deductible of the damaged Owner, which the damaged Owner may collect from the negligent Owner.
- Multiple Units or Unit and Common Elements. If a claim covers damage to more than one Unit or to portions of the Unit that are the maintenance responsibility of both the Owner and the Association, the deductible shall be allocated between Owners or between the Association and the Owner(s) in the same proportion as that portion of the claim which would be their maintenance responsibility. However, if the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case, the negligent party shall be responsible for the deductible.
- Association Assistance on Owner to Owner Deductible Claims. If a negligent Owner fails to pay the deductible for damage to another Unit that the Owner is obligated to pay, the Association may, but shall not be obligated to, seek the deductible on behalf of the Owner suffering the loss as an assessment to be collected as provided for in the Declaration.
- Personal Property Exclusions. In the absence of Association negligence, the Association and/or its insurance company will not be responsible for damage to personal property of Owners or tenants or for their deductibles for personal property coverage, regardless of where the loss originates.



Vail Racquet Club

The Old Muddy Gazette

Welcome to Fall!

October 2022



VRC Classes

October

**WINTER SPORTS CONDITIONING
WITH KINNA BEGINS IN NOVEMBER!**

Yoga (Joey)

Wednesday's & Sunday's @ 5:30pm

Pilates (Malin)

Tuesday's @ 5:30 pm

Friday's @ 9:00 am

Yoga (Betsy)

Tuesday's @ Noon

Masters Swim (Katie & Jim)

Monday-Wednesday-Friday @ 6:30 am

Club Update

***Exciting News, New Hot
Tubs Coming Soon!***

The replacement of the adult hot tub with two new hot tubs and refurbishment of the area is currently underway.

We hope you will enjoy the new amenities!

Tennis Update

The Tennis Courts (hard courts) will remain open until the snow begins to fall, usually into November.

The Clay Courts will close sometime in October because of freezing.



**We will be closing on
October 17th,
& reopening December 1st!**

(970)688-5437 or

hello@aprescafevail.com

Vail Racquet Club



Member Responsibility Pledge:

Vail Racquet Club

We're all in this together.

By utilizing the Club Facility,

**I acknowledge that I have read, understand and will follow the
Member Pledge and the Club protocols.**

I accept personal responsibility for my safety and welfare

I will practice good gym etiquette by sanitizing all machines and equipment before and after I use them

I will stay home and not use any of the Club facilities if I am feeling unwell, sick, or displaying any of the symptoms of Covid-19 or any other illness.

To protect myself and others, I understand that a Face Covering is recommended while using any indoor facilities.

I understand that maintaining at least 6 feet of social distancing is a best practice

I will practice good hygiene and wash my hands before and after facility use, and after using the restroom

I will be respectful and considerate of others who are using the Club