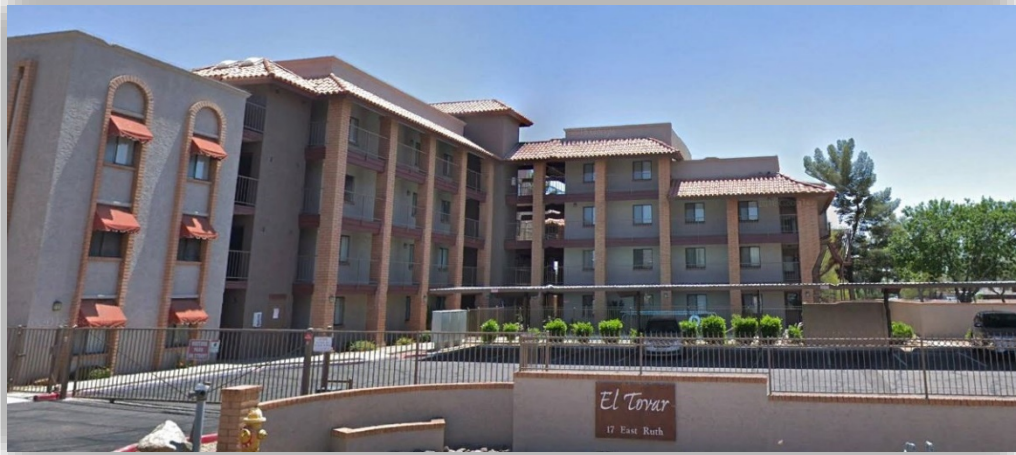


# El Tovar

## Condominium Association



# Association Rules & Board Resolutions

Revised: August 2018

Managed By:



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480-649-2017

# ***Rules & Regulations***

Applicable to  
El Tovar Condominium Association  
Revised August 2018

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# **Rules & Regulations**

## **Rules & regulations and architectural control procedures**

These rules and regulations apply to all residents at the community including both owner occupants and renters.

The basis for a high quality condominium community is the understanding of Covenants, Conditions and Restrictions (CC&R's), and the cooperation of the property owners.

Each property owner should have received a copy of the CC&R's during the purchase of the property. If they do not have a copy, one may be obtained from the Management Company for a small fee which is priced according to reasonable copying cost. Homeowners are urged to review these CC&R's to gain a full understanding of the community organization and operation.

As a part of their responsibility to the homeowners, the Board of Directors of the El Tovar Condominiums Association has adopted the following Rules and Regulations which shall be known as "The Association Rules and Regulations." The CC&R's give the Board of Directors the authority to create rules and regulations.

These Rules and Regulations explain in detail what is desired and expected of each property owner. The procedures for architectural submittal, addressing violations and a fine schedule have been included.

This is an important document. It allows the Management Company to do their job with clear direction and complete understanding.

Homeowners and Renters must read this document and familiarize themselves with it. Homeowner's and Renter's cooperation and understanding will ensure that the community association continues to be the high-quality community each resident desires.

## **DEFINITIONS**

The definitions of terms used in the rules and regulations are the same as those found in the CC&R's. Additional definitions are as follows:

**Machinery/Equipment:** Shall mean machinery and equipment normally associated with and used in construction.

**Variances:** Variances to the rules, regulations and restrictions of the Homeowners Association Rules and Regulations and the CC&R's may be granted by the Board of Directors. A blanket variance to a rule or restriction may also be created by the Board of Directors. Other variances may be granted on a case by case basis depending on the unique circumstances of the situation.

## **ANIMALS**

1. All animals must be licensed and vaccinated in accordance with local laws.
2. No animals, bird, fowl, reptile or livestock other than generally recognized house pets are allowed in any condominium or anywhere on the common area.
3. Pets cannot be left outside unattended.
4. Commonly accepted household pets not exceeding a maturity weight of fifteen (15) pounds may be kept in the unit. The Board of Directors retains the right to disallow any animal that shows aggressive tendencies.
5. No more than one (1) dog or (1) cat can occupy any unit regardless of the animal's size or weight.
6. No Pit Bulls allowed on premises.
7. There will be no breeding of house pets for commercial purposes.
8. Pets must be kept on a leash no longer than 6 feet in length when outside the condominium Unit.
9. Pets must be directly under the condominium owner's control at all times.
10. Owners of pets will be responsible for assuring their pets do not make unreasonable noise or become a nuisance. Complaints regarding barking dogs should be directed to the local police.
11. No structure for the care, housing, confinement, or training of any animal or pet shall be maintained on any portion of the Common Elements or in any Unit so as to be visible from the exterior of the Building in which the Unit is located.
12. Upon the written request of any Unit Owner, the Board of Directors shall determine whether a particular animal or bird is a generally recognized house pet, a nuisance, or whether the number of pets in any Unit is allowable.
13. Owners walking pets will be responsible for picking up all droppings. The board of directors has the right to impose a fine on any homeowner who fails to clean up after their pet.
14. The Board of Directors has the right to impose a fine on any homeowners whose dog barks excessively.

## **ANTENNAS & SATELLITE DISHES**

Any construction, erection, or modification of anything, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved shall be prohibited. Prior written approval from the Board of Directors shall be necessary prior to the installation of the following:

- (1) An antenna designed to receive direct broadcast satellite services, including direct to home satellite services, that is one meter or less in diameter.
- (2) An antenna designed to receive video programming services via multi-port distribution services, including multi-channel multi-port distribution services, instructional television fixed services, and local multi-port distribution services, that is one meter or less in diameter; or
- (3) An antenna that is designed to receive television broadcast signals.

**Board approved** antennas & satellite dishes shall be permitted and installed according to the following guidelines:

1. Installation on balcony.
2. Installation on the roof on a mast or tripod but not attached to the roof.
3. The new cable lines must be painted to match the building if lines are run on the exterior of the building.

## BALCONIES

Balconies must be kept clean and neat at all times.

1. Patio furniture is the only type or style of furniture allowed on patios or doorways. No non-patio furniture is allowed
2. Bikes are allowed to be stored on Balconies but may not hang over the edge or hung from the ceiling.
3. Satellite dishes are allowed to be installed on the balconies on a mast or tripod only. Satellites may not be affixed to the building or balcony.
4. Nothing is to be attached to the railings, ledge, trim or ceiling of the balcony.
5. Trash/Debris may not be stored on Balconies.
6. Grills (gas, electric or charcoal) are prohibited from being used or stored on balconies.
7. No flammable materials may be stored on Balconies.
8. No offensive sights, sounds, or odors are allowed on patios or doorways

## BUSINESSES

No gainful occupation, profession, trade or other nonresidential use shall be conducted in any residence, except that an indoor home occupation may be conducted so long as the dwelling continues to be occupied as the principal residence of the person conducting the home occupation and it:

1. Display no signage
2. Is conducted entirely indoors
3. Is not discernable from outside the dwelling
4. Complies with all laws and ordinances
5. Does not generate significant additional traffic within the community or cause obstruction of sidewalks or neighboring driveways
6. Conforms to city codes

## CURFEW

No one under sixteen (16) years of age shall be allowed in any common area from 10:00 PM to 5:00 AM, unless accompanied by an Owner or lessee. No minor is permitted in any common area after 12:00 midnight. Any minor found after midnight in any common area will be subject to arrest. (It is best to follow the curfew already instituted by the city, listed as follows:

### CURFEW ORDINANCE (City Code 22-1/22-2)

All Days of the Week

<u>Age:</u>	<u>Hours in effect:</u>
15 and under	10:00 p.m.-5:00 a.m.
16 and 17	Midnight-5:00 a.m.

During these times juveniles are required to stay home unless accompanied by a parent, guardian, or other adult having custody or supervision of the juvenile, or if the juvenile is on an emergency errand or legitimate business with their parent's consent. If you have any questions or would like additional information regarding these laws, please call the Phoenix Police Information Desk at (602) 262-7626 (24-hours).

## DOORWAY / ENTRANCE / WALKWAYS

The Doorway / Entrance to units must be kept clean & tidy at all times. Welcome mats in good condition are allowed to be kept at the doorway. No other items are to be kept or stored near the doorway/ entrance area, this includes brooms, mops, buckets, plants, etc.

## **FRONT ENTRANCE DOOR**

All front entrance doors must be maintained in good condition & repair. The door must always be painted to match the trim of the building.

## **GATED COMMUNITY**

The following rules apply to the Electronic and Pedestrian gates.

1. Openers for the Vehicle Gate are available from the Homeowners Association for a fee.
2. The electronic vehicle gates are programmed to open automatically and stay open when there is a power failure.
3. The pedestrian gate may only be opened by a gate code. The gate code should not be given to any non-resident.

## **LIGHTS**

1. There shall be no spotlights or other lights in any Unit which may reflect upon or cause glare to neighboring condominiums
2. High intensity lights used to illuminate areas out of doors shall be allowed only after obtaining prior written approval of the Board of Directors

## **MACHINERY AND EQUIPMENT**

Machinery and equipment of any type shall not be placed, operated or maintained upon the common elements.

## **MOTOR VEHICLES, ASSIGNED PARKING & PARKING LOT**

Except as noted below, only conventional passenger vehicles are permitted to park within El Tovar Condominiums. This includes family sedans, compacts, subcompacts, station wagons, SUV's, pick-up trucks with signage or mounted tools or equipment, pick-up trucks with shell not extending above the cab by more than one foot, and passenger vans with extended tops not extending above the top by more than six inches. Exceptions are vehicles of contractors actively providing services to residents. No mobile home, camper, tent camper, travel trailer, bus, recreational vehicle, commercial truck, or boats can be parked on the common elements.

1. Arizona Traffic and Fire Safety Laws apply within the Condominium Complex. Double parking, blocking exits/entrances are prohibited: NO owner/resident shall impede the progress of other vehicles
2. No vehicle shall travel faster than 5 miles per hour on the property.
3. No noisy or smoky vehicles, off-road, or unlicensed vehicles shall be operated on the property.
4. No commercial vehicles allowed in complex except for delivery or home, pool and grounds maintenance purposes.
5. No unlicensed and insured motorized scooters permitted in the complex without board approval.
6. Automobiles, motorcycles, motor bikes and any other type of vehicle shall not be constructed, reconstructed or stored in any Unit or on any common element including the parking area.
7. No inoperable or unregistered vehicles may be left on any portion of the Condominium Complex. All vehicles must be registered and have current license plates and tags. Any inoperable (or in a state of disrepair) or unregistered vehicle will be subject to towing at the owners expense.
8. Warnings will be issued to the homeowner for continual non-permitted parking, a penalty fee may be charged and the vehicle may be towed at the owners expense.
9. One parking space is assigned per unit in accordance with the attached parking map. Residents with a second vehicle and guests must park in non-assigned parking spaces. Parking in another

- residents' spot will result in: 1<sup>st</sup> offence – courtesy notice, 2<sup>nd</sup> offence - \$100 fine, 3<sup>rd</sup> offense – towing of the vehicle.
10. No parking space shall be used for storage or for any purpose other than the parking of vehicles.
  11. All vehicles must pull into spaces nose first.
  12. All motor vehicle windows are to be closed and doors locked when parked on Condominium property.
  13. The Board has the right to have any vehicle towed when it is violating the rules and regulations. It will be towed at the owner's cost.
  14. No motorized vehicle, including but not limited to a car, truck, motorcycle or motorbike, may be parked on a sidewalk or breezeway. The owner of a condominium whose occupant, visitor or contractor parks a vehicle on a sidewalk shall be responsible for the removal of any oil, stains, tire marks, or other substances left by the vehicle.
  15. Oil leaks are not permitted. Any motor vehicle with an oil leak must be repaired immediately. The Board of Directors has the right to impose a fine to any home owner who does not promptly repair oil leaks
  16. Guests must park in open, unassigned guest parking areas.
  17. Homeowners/Tenants are responsible for their guests' vehicles; you and your guests may park in those parking spaces designated for you. Residents should advise their guests to park only in the assigned parking space of the resident they are visiting or a guest parking space. *Guest(s)* means people visiting residents for no more than two weeks (14 days cumulative in any 12-month period).
  18. Fire lanes must be kept clear at all times. No vehicle is permitted to be parked in any fire lane at any time. Refer to the attached plan of the complex with the marked fire lanes. To protect our homes and families, no vehicle is allowed to park in a fire lane, including a vehicle parked with its wheels over a curb or sidewalk to reduce obstruction. *Any such vehicle may be towed at the owner's expense.*

**NOTICE:** Vehicles parked in violation of these rules, or vehicles blocking an access may be towed away at owner's expense. Use of assigned parking spaces is a privilege. Action which violates the rules and regulations of the association can result in the loss of your parking space. In extreme cases where a vehicle has been illegally parked for an extended period and the vehicle owner cannot be located, the Board may have the vehicle towed. Contact the Board President or HOA property manager should you feel towing is the only viable recourse. The HOA property manager may be contacted at 480-649-2017.

## **NUISANCES**

No nuisances, either public or private, shall be permitted to exist anywhere on the premises so as to be offensive or detrimental to any other property in the vicinity, or its occupants, or to property values;

1. Loud parties shall not be permitted. Parties cannot exceed the boundaries of the condominium
2. Offensive odors shall not be permitted
3. Homeowners assume full responsibility for the behavior of their guests
4. Any condition determined to be unsanitary, unsightly, offensive, detrimental to people or property shall be regarded as a nuisance and will not be permitted
5. External speakers, bells, horns, whistle and similar devices are not allowed
6. Trash and debris will not be allowed to accumulate in any condominium or any location on the common areas.
7. No use of golf equipment, baseball equipment, etc. in the association's common areas shall be allowed.
8. Chalk writing is not allowed on sidewalks, roads, and walls. No defacing of common areas or graffiti; i.e., chalk or paint is allowed anywhere.



**PARKING** - see Motor Vehicles

## **PERSONAL PROPERTY INSURANCE / RENTAL INSURANCE**

Homeowners/Tenants MUST obtain personal property insurance to cover their personal possessions. The blanket hazard and liability insurance policy for the homeowner's association does not cover personal property or the interior of the individual units.

## **REPORT UNSAFE CONDITIONS**

All homeowners and tenants are required to report any unsafe conditions they may observe on the property. They should report this to the management company.

## **RESTRICTION ON SUBDIVISION**

No Condominium shall be further subdivided or changed in total or part from its original intended use.

## **ROOFS**

The installation of solar panels, air conditioning units, evaporative coolers, satellite dishes, or other apparatus, structure, or object is not allowed without prior written approval of the Board of Directors. Any damage resulting from the installation of equipment on a roof will be the responsibility of the homeowner.

## **SEASONAL DECORATIONS**

Seasonal decoration may be displayed on the entrance door, windows and balconies; however, decorations must be removed within 14 days following any holiday. Decorations may be displayed no earlier than two weeks before and no later than two weeks after any nationally recognized holiday.

## **SECURITY DOORS**

Security Doors may be installed with prior approval from the Architectural Committee. Security doors must be kept in good condition & repair. The door must always be painted to match the front entrance door and trim of the building.

## **SIGNS**

1. One "For Sale" or "For Lease" or "For Rent" sign is permitted per unit and must be displayed in a window.
2. Signs shall not be erected or maintained on doors or on the common elements.
3. Signs hanging over rear or side fences or block walls are not allowed.
4. Signs required by local, state or federal governments are allowed.

## **STORAGE AND OTHER STRUCTURES**

Storage facilities, storage sheds and any other structures will not be placed upon or erected on the common areas.

## SWIMMING POOL & SPA RULES

These facilities are for all of us to enjoy. Thank you for helping to keep them clean, safe and quiet! Pool hours are 6:00 am to 10:00 pm. The following rules apply:

1. Absolutely *no* glassware or bottles are permitted due to extreme safety hazard! Only unbreakable containers are allowed.
2. Children under 16 must be supervised by an adult at all times.
3. The pool gate must remain locked at all times.
4. No loud parties are permitted in the pool area. Voices, radios, etc. should be kept to a courteous level. Use of headphones for entertainment devices is strongly encouraged.
5. No running, horseplay, or disturbing or dangerous behavior is allowed.
6. No hazardous play is allowed in the water.
7. No pets are allowed in the pool area
8. No alcohol is allowed in the pool area
9. No smoking is allowed per Arizona Law
10. No profanity
11. No more than two guests per condominium are allowed unless more are authorized in advance by the Board.
12. Guests must be accompanied by a resident who shall be responsible for their behavior. Guests or children under 16 are not allowed in the pool area without a home owner/Tenant present.
13. Personal articles must be removed when leaving the pool or hot tub area. El Tovar Condominiums will not be responsible for lost or damaged items.
14. Any adult member may request compliance of anyone in violation of these rules. Non-compliance may be grounds for suspension of pool privileges and/or other disciplinary measures.
15. No street clothes or cut-off jeans allowed in the pool area. Only swimming attire allowed.
16. No floats or rafts are allowed.
17. No diapers allowed in the pool. "Swimmers" must be used.
18. Keep the gates closed at all times.

**\*WARNING:** No lifeguard is on duty. Use of these facilities is at your own risk.

## TRASH CONTAINERS AND COLLECTION

The trash dumpsters must be kept neat at all times. Residents are expected to pick up their own messes around the dumpsters. Please keep the lids closed. Large items such as construction debris, mattresses, couches, chairs, and other bulky items, must be paid for and called in for bulk pick up. If any resident is caught disposing of any related sized objects into trash, there will be a fine of \$150.00.

## TRUCKS, TRAILERS, CAMPERS, BOATS

Commercial trucks, motor homes, mobile homes, travel trailers, tent trailers, trailers, detached campers, boats, boat trailers, or other similar equipment or vehicles shall not be parked, maintained, constructed, reconstructed or repaired on any lot or parcel so as to be visible from a neighboring property. Pickup trucks with camper shells shall be allowed provided the height of the pickup truck's camper shell does not exceed 7 feet in height as measured from ground level. **\*\*FOR FURTHER INFORMATION, REFER TO MOTOR VEHICLES.**

## UNIT SAFETY AND SECURITY

Exterior Doors are to meet the following standards:

- Deadbolts with 1" throw
- Strike plate is secured properly (with a 2 to 3" screw where construction permits)
- Exposed hinges are secured

Windows are to meet the following standards:

- Original Mfg lock works properly
- Installation of a secondary lock, example: thumbscrew
- Window cannot be lifted from track in closed position

## **UTILITY SERVICES**

Lines, wires and other devices for communication or transmission of electricity, i.e., telephone, television, radio signals, etc., shall not be erected, placed, or maintained anywhere in or upon the Common Elements unless they are contained in a conduit or cable installed underground. The Board of Directors must approve all modifications.

## **WEAPONS**

Because of the danger to persons and property, brandishing or displaying of any weapons or threatening objects including, but not limited to, guns or knives at any time on the premises is prohibited.

The following items will not be allowed at any time:

- Slingshots
- BB Guns
- Archery, throwing of bark, stones, bottles, cans or any such missiles that could injure or endanger other individuals or property.

## **WINDOWS**

1. Window coverings visible to street, common area or neighboring property must be manufactured for the sole purpose of covering window areas. The use of bed sheets or other materials not specifically made for the purpose of covering windows is prohibited.
2. Stickers / adhesive decorations are not to be affixed to windows, except for Security stickers.
3. Window coverings must show white or neutral color to the exterior
4. Foil or light reflective materials shall not be placed or maintained in windows or glass areas, and these or similar materials shall not be installed anywhere else on any structure or erected on the common elements
5. Window screens must have bronze colored frames, and the screens must be kept in good condition at all times.
6. Window Sills – nothing is allowed to be placed or stored on the exterior window sill (ledge). Items left on the exterior window sill (ledge) are subject to being removed by the HOA without notice. Decorative items may be displayed on the interior window sill, as long as the items are not offensive to neighboring residents.

## **ARCHITECTURAL CONTROL PROCESS**

1. No improvements, alterations, repairs, excavation, grading, landscaping or other work which in any way alters the common elements of the property shall be made or accomplished without the prior written approval of the *Condominium Association's Board of Directors*.
2. No windows or doors will be changed or altered without prior written approval of the *El Tovar Condominiums Association's Board of Directors*
3. There will be no changes or deviations in or from plans and specifications once approved by the Board of Directors.
4. All rules and regulations are referenced to the *Covenants, Conditions, and Restrictions*, which are referred to as the CC&R's.

Architectural submittals can be made by contacting the Management Company and requesting an architectural submittal form. Complete the form including name, address and phone number so that the Board of Directors can contact you if they have any questions about your submittal. Return the form to the following address:

*Preferred Communities*  
P.O. Box 5720  
Mesa, Arizona 85211  
Phone: 480-649-2017

*Preferred Communities*  
1134 E University Dr. Ste 114  
Mesa, AZ 85203

[www.gothoa.com](http://www.gothoa.com)  
[info@gothoa.com](mailto:info@gothoa.com)

The Board of Directors meets periodically and will review submittals at these times. After review a written response will be mailed back to the owner indicating approval or disapproval or approval with conditions and any reasons why submittal was disapproved. Your submittal will be kept with the homeowner association's records.

Any improvements must also comply with city permitting and code requirements.

### **Plans**

Plans should be submitted with the submittal form showing the modification, addition or change clearly indicated and any relevant information concerning the alterations. Please include two copies with sufficient detail for understanding the submittal.

### **Fees**

No fees are required for residential architectural submittals.

## EL TOVAR CONDOMINIUM ASSOCIATION ACTION BY THE BOARD OF DIRECTORS

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### ENFORCEMENT & FINE POLICY

Pursuant to the authority contained in the Arizona Revised Statutes and the Governing Documents of the Association, the Board of Directors of El Tovar Condominium Association hereby adopt the following resolution by unanimous consent for and as the actions of the El Tovar Condominium Association, as of the date set forth below.

**DATED** as of the 27 day of August 2018.

*The scope* and intent of this resolution is to apply uniformly to all members of the Association. The Board shall, at all times in enforcing the provisions of the Governing Documents, remain fair and impartial, and treat all Owners in the same manner as any other Owners.

#### Reporting Violations to the Association:

- (1) Owners or residents within the community may report alleged violations only if they personally observed the alleged violation.
- (2) Alleged violations are to be reported in writing to the Association's Manager, or if no Manager, then to the Board of Directors.
- (3) The complaint must be detailed and provide the provisions of the Governing Documents claimed to be violated, the time, date, and place of the violation, and any witnesses to the violation.
- (4) The Board or its authorized agent(s) should review the written complaint and supporting documents, if any.
- (5) If the Board or its authorized agent(s) determines that the complaint is valid and sets forth a valid violation of provisions of the Governing Documents, then the Board shall send a notice to the Owner.
- (6) Notwithstanding reports from Owners, the Association may also conduct its own inspections and send notices of violations to Owners.
- (7) Per Arizona Law (**A.R.S. §33-1242** and **A.R.S. §33-1803**), any complaint lodged with the Association will NOT remain anonymous. Your first and last name will be disclosed to the violator upon request.

Notice of Violation: The Notice of Violation shall be sent to the Owner, even if it is the Owner's tenants, guests, or invitees that are responsible for the violations of the Governing Documents. The Notice shall be sent to the address registered with the Association, and if none, to the property address of the Association for that Owner. The Notice should be delivered by first class mail. The Notice should state the details of the violation as outlined in the complaint and revealed by the Board's review and investigation, if applicable. The Notice should also provide the Owner an opportunity for a hearing before the Board to refute the complaint. An Owner has a duty to respond in writing within fourteen (14) days to request a hearing. If the Owner does not respond timely or in writing, then the Owner is deemed to have admitted the facts set forth in the Notice, and the Board may enforce the provisions in accordance with this Resolution.

Fine Schedule for Violations: The Board adopts the following fine procedure and accompanying amounts:

1. **First Notice of Violation:** A letter will be sent to the Owner of the property outlining the violation. In the event that the Owner of the property is identified as an absentee Owner, a copy of the violation letter may also be sent to the tenant at the property address. The Owner will be given fourteen (14) days to bring the violation into compliance. The First Notice shall include a warning that if the violation is not cured within fourteen (14) days that a fine shall be assessed. This letter shall also state that the Owner may petition the Department of Real Estate pursuant to ARS 32-2199.01.
2. **Second Notice of Violation:** The Association will issue a second Notice if the Owner has not complied with the first Notice, or if the violation has returned or has been repeated. The second Notice will inform the Owner that the Initial Monetary Penalty, in the amount of \$25.00, has been imposed. This letter shall also tell the Owner that if the violation is not cured within fourteen (14) days that a fine will be assessed. The Owner will also be responsible for any certified letter processing fees.
3. **Third Notice of Violation:** The Association will assess an Additional Monetary Penalty, in the amount of \$50.00, if the Owner has not corrected or removed the violation as stated in the time frames in the first and second Notice, or if the violation has returned or has been repeated. The Owner will also be responsible for any certified letter processing fees.
4. **Additional Monetary Penalties:** After the imposition of the Initial Monetary Penalty and the Additional Monetary Penalty, another penalty, in the amount of \$100.00 (the Maximum Additional Monetary Penalty), may be imposed upon subsequent inspection, if the Owner has not corrected or removed the violation, or if the violation is repeated or has returned. Inspections will be conducted to coincide with the terms of the notices. The Owner will also be responsible for any certified letter processing fees.

Additional Remedies. The Association has the right, without proceeding through the steps outlined in the fine schedule above, to exercise its legal remedies against an Owner who is in violation of provisions in the Governing Documents, or to exercise self-help, if applicable. Nothing in this Resolution prohibits the Association from seeking immediate redress, filing an action for any reason authorized by law, while also seeking injunctive relief for violations that are continuing or that affect the health, safety or welfare of the Community. Subject to the Governing Documents, the Association shall be entitled to its attorney fees and costs to compel compliance, regardless of whether a lawsuit is filed.

**Violations** that threaten the health, safety and welfare of homeowners and residents, such as drug use and sales, discharging firearms, arson, vandalism and any other violation that the Board deems to be of an egregious nature will be fined at **\$200.00 to \$500.00** per occurrence.

Should a period of time of at least 90 days lapse between violation letters of the same offense, the next letter will be a First Notice again.

Hearings Before the Association: If the Owner timely requested a hearing before the Board in writing, the following should govern the hearing before the Board:

(1) Alleged violators are entitled to notice and opportunity for a hearing on the merits before a fine is imposed upon them by the Board.

(2) Notice of violations setting a fine may set forth a date and time for the hearing or allow for the scheduling of a hearing.

(3) The hearing will be before the Board, with any “interested” board member disqualified to be a part of the hearing panel.

(4) At the hearing, the alleged Owner or the Owner’s designated representative and the Complainant may make an opening statement, present evidence and testimony, present witnesses and make a closing statement.

(5) Additional evidence and testimony may be presented by an officer, Board Member or the Association’s Manager, if any, and/or any person involved in the performance of the investigation of the alleged violation.

(6) Neither the Complainant nor the alleged violator is required to be in attendance at the hearing.

(7) The presiding officer may also impose other rules of conduct as may be appropriate under the circumstances.

(8) Unless otherwise requested by the Owner, the hearing may be open or closed to attendance by all Owners.

(9) The hearing must be fair and impartial to the Owner accused of the violation, as outlined above.

(10) The Board may render its decision in writing within 30 days, or a longer period as the Board may set.

(11) In its decision, the Board may, at its sole discretion, impose the fine, waive all or a portion of the fine, or condition waiver or partial waiver of the fine.

(12) Failure to strictly follow the hearing procedures is not grounds for appeal of the Board's decision, absent a showing of denial of due process.

Non-Waiver: The failure of the Association to enforce its Governing Documents does not constitute a waiver of the right to enforce the Governing Documents in the future.



# **EL TOVAR CONDOMINIUM ASSOCIATION ACTION BY THE BOARD OF DIRECTORS**

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## **COLLECTION POLICY**

The undersigned, constituting all the members of the Board of Directors of El Tovar Condominium Association, an Arizona non-profit corporation, here by take the following action in writing at a duly called meeting of the Board.

WHEREAS, Article VII, Section 7.1 of the Declaration of Covenants, Conditions and Restrictions for El Tovar Condominium Association provides the Board of Directors with the authority to set forth collection policies. The Board has adopted the rules below pertaining to the collection of Assessments.

*The purpose* of this rule is to ensure the timely and fair collection of Assessments to ensure the Association has the funds necessary to provide for the management, maintenance, and care of the areas of association responsibility.

*The scope* and intent of this resolution is to apply uniformly to all members of the Association.

The actions of this policy regarding collection of assessments owed the community are as follows:

- a) 30 days after the monthly assessment due date, a late notice is sent to the homeowner and a late fee of fifteen dollars (\$15.00) is assessed,
- b) 45 days after the monthly assessment due date, a final notice is sent to the homeowner and a final notice fee is assessed as outlined in the Association's contract with the management company,
- c) 60 days after the monthly assessment due date, an "Intent to Lien" notice is sent to the homeowner and an "Intent to Lien" notice fee is assessed to the homeowner's account as outlined in the Association's contract with the management company,
- d) 75 days after the monthly assessment due date, a lien is recorded with the Maricopa County Recorder, a copy is sent to the homeowner and a Lien recording fee is assessed to the homeowner's account as outlined in the Association's contract with the management company,
- e) 90 days after the monthly assessment due date, "Intent to pursue legal action" notice of the total amount due plus an "Intent to pursue legal action" notice fee is assessed to the homeowner's account as outlined in the Association's contract with the management Company,
- g) Further collection & legal action will be taken as necessary, including, but not limited to: turning account over to 3<sup>rd</sup> Party Collection Agencies & Law Firms, default judgment, summary judgment, garnishment of wages, or foreclosure pursuant to Arizona Revised Statutes and Declaration of Covenants, Conditions and Restrictions for El Tovar Condominium Association.
- e) Payments will be applied to an account as follows (according to Arizona State Law):

1. Past Due Assessments
2. Late Charges
3. Collection Fees
4. Attorney Fees/Costs
5. Fines

RESOLVED, that the El Tovar Condominium Association Board of Directors and Preferred Communities shall not consider waiver of late fees, collection fees or attorney collection fees uncured on an account where the assessment was not paid in accordance with the Assessment Collection Policy through no fault of the Association or its Agent.

RESOLVED, that the El Tovar Condominium Association Board of Directors and Preferred Communities shall afford homeowners the opportunity to request a hearing as provided by the Association documents to contest any late fee or fine assessed; and

RESOLVED, that the El Tovar Condominium Association Board of Directors and Preferred Communities shall afford homeowners the opportunity to initiate a time-payment plan in order to reduce or eliminate their outstanding debt to the Association, specified in writing and mutually agreed to by the homeowner and El Tovar Condominium Association Board of Directors; and

RESOLVED, that any subsequent default, cessation or refusal to make timely and consistent payments on such time-payment plan shall constitute default on the part of the homeowner and shall result in initiation of legal collection procedures; and

RESOLVED, that the Board shall retain the right to amend or repeal this resolution.

When Recorded, Return to:  
Goodman Law Group, LLP  
3654 N. Power Road, Suite 132  
Mesa, Arizona 85215

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**EL TOVAR CONDOMINIUMS  
RESOLUTION OF THE BOARD CONCERNING  
WATER INTRUSION AND RELATED DAMAGE  
AND INSURANCE DEDUCTIBLES**

**AUTHORITY**

WHEREAS, the Association is governed by a Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions, and Restrictions for El Tovar Condominiums recorded on January 29, 1985 at Instrument No. 85-040356 Official Records of Maricopa County, Arizona, and all amendments thereto (the "Declaration");

WHEREAS, all units within the Association are governed by the Declaration;

WHEREAS, Sections 5 and 17 of the Declaration authorize the Board of Directors to adopt and amend reasonable Rules and Regulations to regulate the use of and occupancy of the Property and the Common Elements;

WHEREAS, Sections 9 and 9.2 of the Declaration provide that the Association is responsible to obtain and maintain insurance for the Common Elements and certain Improvements;

WHEREAS, Section 9.5 of the Declaration provides that Owners, at their sole expense, shall be responsible to maintain insurance covering their personal property and the interior of the condominium unit;

WHEREAS, pursuant to the Declaration, the Association is responsible for the maintenance, repair and replacement of the Common Elements. Section 12 of the Declaration authorizes the Association to seek reimbursement of such repair costs to the Common Elements if such damage is due to the willful or negligent act of an Owner or a member his family or guest, occupant or visitor.

WHEREAS, Sections 12 and 17 of the Declaration provides Owners, at their sole expense, shall be responsible for the care, repair and maintenance of the interior of the condominium unit (which includes, but is not limited to all improvements, alterations, or additions and all interior surfaces of the floors, ceilings, window frames, doors, door frames and trim) and those limited areas reserved for the use and enjoyment of his or her condominium unit such as:

Air conditioning, electrical, plumbing and heating systems and lines which exclusively serve such Unit, and the patio and balcony areas.

WHEREAS, pursuant to Sections 17 and 20 of the Declaration, if Owners fail to properly maintain their Units, the Association is authorized to enter the Units, make the necessary repairs and charge the common expenses incurred in doing so through to the owner;

WHEREAS, Section 21 (Roof Leaks and Repairs) of the Declaration provides that the Association is obligated to promptly repair all leaks or other damage to the roofs of any of the Buildings of which the Association has notice, in writing.

WHEREAS, Section 21 of the Declaration also provides that Owners are responsible for the costs of repairing leaks or damage if such damage is due to the willful or negligent act of an Owner or a member his family or guest, occupant or visitor. In addition, this section authorizes the Association to make necessary repairs and charge the common expenses incurred in doing so through to the owner pursuant to Section 12;

WHEREAS, the Board of Directors is extremely concerned about water damage to Units and Common Elements, and the potential ramifications of such damage to the members of the Association, as well as any members specifically affected due to the damage caused to Units and the Common Elements and the increase in insurance premiums that result from numerous water claims; and

NOW, THEREFORE, based on the power bestowed upon the Board of Directors and the responsibilities of the Owners in the Declaration, the Board of Directors hereby adopts the following resolution and makes the provisions below part of the Association's Rules and Regulations:

**RULES RELATING TO MAINTAINING UNITS**  
**AND REPORTING WATER LEAKS**

1. Any Owner, Lessee or Occupant that leaves their Unit unoccupied for more than seven (7) consecutive days shall turn off the water to all toilets and the clothes washer in the Unit. If an Owner leaves a Unit vacant for more than seven (7) days, the Owner shall shut off the water to the Unit. If the Owner is on a common water line and cannot shut off all of the water to the Unit, the Owner shall shut off all water valves inside of the Unit to shut off water to the Unit to the greatest extent possible. Failure of a Unit Owner to meet the obligations of this section shall be deemed willful or negligent for purposes of liability and responsibility for any resulting damage.

2. If a Unit is vacant for more than more than seven (7) days, the Owner shall have a person perform weekly inspections of the Unit to ensure that no water leaks or other damage has

occurred to the Unit. Failure to provide for inspection of the Unit shall be deemed willful or negligent for purposes of liability and responsibility for resulting damage.

3. Pursuant to the Declaration, the Board may establish rules and regulations to govern certain items such as doors, windows, etc. The Board hereby implements a duty for owners to inspect and maintain all windows and doors to ensure that they are free from and impermeable to any leak, water intrusion or flooding. Failure to ensure that the windows and doors of a Unit are free from and impermeable to any leak, water intrusion or flooding shall be deemed willful or negligent for purposes of liability and responsibility for resulting damage.

4. Each Owner shall provide the Association with an emergency contact person with appropriate contact information, including telephone number.

5. Every Unit Owner shall have an absolute duty to report any leak, water intrusion or flooding observed in their Unit, in the Common Areas that serve or adjoin their Unit or the limited Common Elements allocated to their Unit to the Association through its duly authorized managing agent immediately upon discovery. Failure to report an observed leak, water intrusion or flooding within 24 hours of discovery shall be deemed willful or negligent for purposes of liability and responsibility for resulting damage. The duty to report shall apply whether the Unit Owner became aware of the leak, water intrusion or flooding personally or by means of information provided by their tenants, invitees, licensees, guests or co-occupants of their Unit.

6. Owners may not pour grease down drains or sinks. If any objects are found to have caused a water/sewer back-up into the Units, the Association shall pass the common expenses for the repairs through to the owner(s) responsible.

7. The Association may not be responsible to repair/replace flooring or other finished surface resulting from a water/sewer intrusion into the Units.

8. In the event of water damage or a damage claim, each affected Owner must provide the name of the Owner's insurance company, agent name, address and telephone number to the Association within fifteen (15) days from the date that the Association requests this information.

9. Any duty of an Owner pursuant to these Rules shall not be excused by reason of a Unit being used and/or occupied by a tenant, guest, invitee, licensee or any individual or party other than the Unit Owner.

**RULES COVERING THE COSTS OF DAMAGE IF  
LESS THAN THE INSURANCE DEDUCTIBLE**

1. If damage occurs solely to one Unit and/or the Limited Common Elements allocated to a Unit that is less than the Association's insurance deductible the owner of the Unit shall be responsible for full payment of the cost for repair, replacement or restoration thereof unless the damage was caused by another Unit Owner's willful or negligent act.

2. If damage occurs to more than one Unit and/or the Limited Common Elements allocated to the Units but not the Common Elements that is less than the Association's insurance deductible, each respective Unit Owner shall be responsible for full payment of the cost of the repair, replacement or restoration thereof unless the damage was caused by another Unit Owner's willful or negligent act.

3. If damage occurs to one or more Units and/or the Limited Common Elements allocated to the Units and to the Common Elements that is less than the Association's insurance deductible, the costs of repair, replacement or restoration thereof shall be prorated based on the percentage of damage caused to each Unit and the damage caused to the Common Elements, and each respective Unit Owner shall be responsible for full payment of his or her pro rata share and the damage caused to the Common Elements, unless the damage was caused by another Unit Owner's willful or negligent act.

4. If damage occurs solely to the Common Elements that is less than the Association's insurance deductible, the Association shall be responsible for the costs of repair, replacement or restoration thereof unless the damage was caused by an Owner's willful or negligent act.

5. Notwithstanding the foregoing paragraph 4, if damage occurs solely to a Limited Common Element that benefits fewer than all of the Units that is less than the Association's insurance deductible, the owner of the Unit(s) to which such Limited Common Elements are allocated shall be responsible for full payment of the cost for repair, replacement or restoration thereof, unless the damage was caused by another Owner's willful or negligent act.

6. If a willful or negligent act of a Unit Owner (or the Owner's residents, tenants, guests or agents) causes damage, the Unit Owner shall be responsible for the full costs of repair, replacement or restoration thereof.

7. The Board of Directors shall determine the costs to be paid by each party if the amount of damage is less than the Association's insurance deductible. Any amount determined to be the payment obligation of an Owner shall be charged to the Owner and collectible in the same manner as a regular assessment.

8. If damage is caused to the Common Elements that is not covered by insurance, and if such damage was caused by the willful or negligent act of an Owner, or an Owner's lessees,

occupants or invitees, the Association shall charge the cost to repair such damage to the Owner, which is collectible in the same manner as a regular assessment.

9. Each Owner should be aware of the amount of the Association's insurance deductible so that the Owner carries proper insurance coverage to meet any gaps in insurance coverage.

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

1. If damage occurs to a Unit due to another owner's negligence or willful misconduct, the owner of the Unit where the damage originated will be responsible to pay the deductible. By way of example, if an owner on the 4<sup>th</sup> floor has a leak that causes damage to a Unit below on the 3<sup>rd</sup> floor, the 4<sup>th</sup> floor unit owner shall be responsible to pay the deductible.

2. If damage occurs to more than one Unit and the cause of the damage cannot be attributable to any one Unit or Owner, the deductible will be proportionately distributed among all Unit owners who have experienced the loss. By way of example, if a pipe bursts in the wall that serves four units on all four floors, and all units sustain damage, all unit owners shall be responsible to split the cost of the deductible evenly.

3. In the event that the cause of the insured loss is directly attributable to a failure in operation of a Common Element, and a Unit owner has not been willful or negligent in timely reporting the damage as set forth hereinbefore, the Association shall pay the deductible.

### **RULES REGARDING INSURANCE CLAIM PROCEDURES**

1. In the event a Unit Owner or resident is insured for any loss to the condominium Unit or their personal property, the Association shall be entitled to require the Unit Owner or resident to claim any loss under such Owner or resident's insurance policy.

2. Unit 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 Unit Owner provides proof that the claim exceeds the applicable insurance deductible.

3. The Association shall disburse insurance proceeds pursuant to the requirements of the Declaration.

The Board of Directors adopted this Resolution at a duly called meeting on the 30th day of October, 2017.

DATED this 30th day of October, 2017.

**El Tovar Condominiums.**

By: Gregory Hammons

Its: President



## EL TOVAR CONDOMINIUM HOMEOWNERS ASSOCIATION MAINTENANCE CHECKLIST

Apartment Unit	TYPE OF ELEMENT	WHO MAINTAINS?	WHO PAYS?
Apartment Unit – everything within the interior unfinished surfaces of ceilings, floors, walls, doors, windows, and ceilings. This can include, but is not be limited to, paint, wallpaper, carpet, plaster, lath, furring, wallboard, plasterboard, plaster, paneling, tiles, finished flooring. It also includes the interior unfinished surfaces of the patio or balcony floors, walls and fences along with any plumbing fixtures or electrical lines.	Part of Apartment Unit	Unit Owner	Unit Owner
<b>Common Elements †</b>			
Parking areas, carports, pavements, walkways, asphalted areas, driveways, stairways, trees, landscaped common areas, and laundry areas, if any.	Common Element	Association	Association
Recreational facilities, community facilities, bicycle paths, swimming pool and surrounding area. Also included are pumps, pipes, wires, conduits and other public utility lines <i>servicing more than one Apartment Unit</i> .	Common Element	Association	Association
Exterior of Apartment Unit (excluding windows, window fixtures, doors & and other hardware), roofs, stoops, porches.	Common Element	Association	Association
Trash removal/pool cleaning.	Service	Association	Association
Any conduit, duct, plumbing, wiring, and other facility or outlet which provides service solely to one Apartment Unit. This includes HVAC systems, windows, sewer lines, utility lines and any other item that only services one Apartment Unit.	Common Element	Unit Owner	Unit Owner

### **Notes:**

Unit Owners are required to maintain their Apartment Units in a neat, clean and attractive condition. If any Unit Owner fails to maintain his or her Unit in good order and repair, the Association is authorized to make any necessary repairs and charge those repair costs to the Unit Owner.

† In addition, even though the Association is responsible to maintain, repair or replace Common Areas/Elements, the Association is authorized to pass the repair costs through to the Unit Owner(s) if the repairs are due to the negligence or misconduct of the Unit Owner or if the common expenses incurred do not benefit all owners. Unit Owners must also keep the exteriors of their patios, balconies, etc. painted, swept, washed and clear of debris.

**All owners are responsible to insure their Apartment Units and all personal belongings.**

When Recorded Return To:

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Yorkm

Clint G. Goodman, Esq.  
GOODMAN LAW OFFICE, P.C.  
4140 E. Baseline Road, Suite 111  
Mesa, Arizona 85206

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**RESOLUTION OF THE BOARD OF DIRECTORS FOR  
EL TOVAR CONDOMINIUMS HOMEOWNERS ASSOCIATION**

A. WHEREAS, El Tovar Condominiums Homeowners Association ("Association") is an Arizona non-profit corporation and condominium association organized pursuant to a Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions and Restrictions ("CC&Rs") recorded in the Maricopa County Records, Instrument No. 1985-0040356, and the Arizona Condominium Act, A.R.S. §§ 33-1201, *et seq.*

B. WHEREAS, Section 7 of the CC&Rs sets forth the Association's general maintenance obligations with regard to the Common Elements.

C. WHEREAS, Section 12 of the CC&Rs sets forth the Unit Owners' obligations toward repair of the Common Elements, stating:

Each Owner shall furnish and be responsible for, at his own expense, all of his maintenance, repairs and replacements within his own Unit and any portion of the air conditioning, electrical, plumbing and heating systems and lines which exclusively serve his Unit; and each Owner shall keep the patio and balcony areas, if any adjacent to his Unit in a neat, clean and attractive condition. If, due to the willful or negligent act of an Owner or a member of his family or guest or other occupant or visitor of such Owner, or other person for whom such Owner may be responsible, damage shall be caused to the Common Elements or to a Unit or Units owned by others or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Owner, if liable for such damage under local law, upon receipt of a statement from the Board shall pay for such damage and for such maintenance, repairs or replacements as may be determined by the Board.

D. WHEREAS, A.R.S. § 33-1255(C) provides:

Unless otherwise provided for in the declaration all of the following apply:

1. Any 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.
2. Any common expense or portion of a common expense benefitting fewer than all of the units shall be assessed exclusively against the units benefitted.

NOW THEREFORE BE IT RESOLVED that the Board of Directors for the Association, in furtherance of its general rule-making authority, duties set forth in the CC&Rs and the Arizona Condominium Act, hereby adopts the following resolution:

1. Any common expense incurred by the Association regarding maintenance, repair or replacement of a limited common element shall be equally assessed against the Units to which the limited common element is assigned.
2. Any common expense or portion of a common expense expended pursuant to the Association's obligations in Section 7 or 12 of the CC&Rs that benefits fewer than all of the Units shall be assessed exclusively against the Units benefitted.

**CERTIFICATION**

I HEREBY CERTIFY that the foregoing is true and correct and was a regularly presented to and adopted by the Board of Directors for the Association at a meeting duly called and held at 6pm on the 6th day of Feb., 2014, at which a quorum of Directors were present and voted, and that such Resolution is duly recorded in the minute book of the Association.

El Tovar Condominiums Homeowners Association

By: Gregory Gammons  
Its President

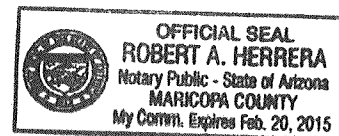
By: Shannon Hilke  
Its Secretary

STATE OF ARIZONA       )  
                                      )  
County of Maricopa     ) :ss

The foregoing instrument was acknowledged before me this 6th day of February, 2014, by Gregory Gammons, President of the Association, on behalf of the Association.

[Signature]  
Notary Public

My Commission Expires: Feb. 20, 2015

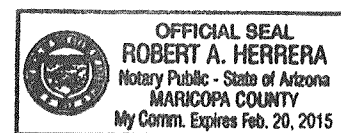


STATE OF ARIZONA       )  
                                      )  
County of Maricopa     ) :ss

The foregoing instrument was acknowledged before me this 6th day of February, 2014, by Shannon Hilke, Secretary of the Association, on behalf of the Association.

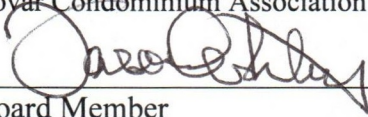
[Signature]  
Notary Public

My Commission Expires: Feb. 20, 2015

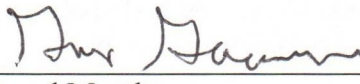


IN WITNESS, WHEREOF, the undersigned have executed this consent as of this 27<sup>TH</sup> day of August, 2018.

I hereby certify that the above resolution(s) were duly adopted by unanimous consent by the El Toyar Condominium Association Board of Directors on the above date.

  
\_\_\_\_\_  
Board Member

  
\_\_\_\_\_  
Board Member

  
\_\_\_\_\_  
Board Member