

El Tovar
Homeowners Association
Rules & Regulations



El Tovar
Homeowners Association
P.O. Box 5720
Mesa, AZ 85211

PREFERRED COMMUNITIES
"LOVING WHERE YOU LIVE."



Rules & Regulations

Applicable to
El Tovar Condominium Association
Revised January 31, 2012

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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 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 to 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 inside the unit.
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.

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

CRIME FREE MULTI HOUSING PROGRAM

As of January 1, 2012, El Tovar Condominiums HOA is a participating community with the Crime Free Multi Housing Program administered by the Phoenix Police Department. All members voted to serve on the Board of Directors must be willing to maintain the adherence to the Crime Free Program, which includes (but not limited to): certification of each board member, and enforcement of all community Governing Documents including the Rules & Regulations identified within this document.

Please see pages 16-19 for the Rental Rules & Crime Free Lease addendum for further information.

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).

GATED COMMUNITY

The following rules apply to the Electronic and Pedestrian gates.

1. Openers for the electronic gate are available from the Homeowners Association for a fee.
2. Individual gate codes are assigned by the Homeowner Association.
3. The electronic gates are programmed to open automatically, and stay open when there is a power failure.
4. The pedestrian walk up gates have a key that are available from the Homeowners Association for a fee.
5. No one is permitted to give the code to any non-resident.
6. If a visitor rings your condominium from the call pad, you may let them in by pressing #9 on your telephones numeric key pad.
7. For a temporary code contact the Homeowners Association.
8. For the vendor code, have the vendor contact the Homeowners Association.

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 and a penalty fee may be levied for non-compliance.
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: 1st offence – courtesy notice, 2nd offence - \$100 fine, 3rd 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 owners 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

PATIOS AND DOORWAYS

Patios and Doorways must be kept clean and neat at all times.

1. No flammable materials may be stored on patios or doorways
2. No trash may be stored on patios or doorways
3. Only electric grills may be used on patios and doorways. No gas grills and no charcoal grills are allowed
4. Patio furniture is the only type or style of furniture allowed on patios or doorways. No non-patio furniture is allowed
5. No offensive sights, sounds, or odors are allowed on patios or doorways

PERSONAL PROPERTY INSURANCE / RENTAL INSURANCE

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

RENTAL RULES – See pages 16-19 for rules & Crime Free Lease Addendum

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 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; 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.

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.

WINDOW COVERINGS, LIGHTS AND REFLECTION MATERIALS

1. There shall be no spotlights or other lights in any Unit which may reflect upon or cause glare to neighboring condominiums
2. 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
3. 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
4. Window coverings must show white to the exterior
5. High intensity lights used to illuminate areas out of doors shall be allowed only after obtaining prior written approval of the Board of Directors

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
Fax: 480-649-0902
www.gothoa.com
info@gothoa.com

Preferred Communities
1050 E. University Drive
Suite 1
Mesa, AZ 85203

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.

VIOLATIONS, DISTURBANCES, AND NOTIFICATION PROCEDURES

UNANIMOUS CONSENT TO ACTION BY THE BOARD OF DIRECTORS OF EL TOVAR CONDOMINIUM HOMEOWNERS ASSOCIATION

**C/O PREFERRED COMMUNITIES
P.O. BOX 5720, MESA, ARIZONA 85211
(480) 649-2017 FAX (480) 649-0902**

Pursuant to the authority contained in the Arizona Revised Statutes and the governing document of the association, the Board of Directors of the El Tovar Condominium Homeowners Association Inc. hereby adopts the following resolution by unanimous consent for and as the actions of the El Tovar Condominium Homeowners, as of the date set forth above:

RESOLVED, to adopt the following.

Fine schedule and policy for violations of the CC&R's and Rules and Regulations as may be adopted or modified from time to time by the Board of Directors for the El Tovar Condominium Homeowners Association.

DATED as of the 1st day of December 2011.

Violations will be cumulative for the fiscal year. Beginning January 1st, 2012.

1. First notice Reminder/warning letter giving 10 days to comply.
2. Second letter stating final reminder/warning letter giving 10 days to comply.
3. Third letter stating fine in the amount of \$50.00, giving notice to owner that they have a right to a hearing and must contact the manager for date and time. 10 days to comply.
4. Fourth letter stating subsequent fine of \$75.00 for continuing violations. Letter to state total fines assessed as of the subsequent violation. 10 days to comply.
5. Fifth and all letters thereafter stating subsequent fine of \$75.00 to \$200.00 for continuing violations. Letter to state total fines assessed as of the subsequent violation. 10 days to comply.
6. Subsequent non-compliance: Upon board approval the Association will seek relief of violations through the Association Attorney and the Court system. All cost will be a part of the judgment that is being sought.

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.

Procedures:

1. Homeowners will be notified by mail of all violations except for first notice on trash and recycle bins.
2. The homeowner has the right to a hearing before the Board or Violations Committee where decisions of the Board are final.
3. Board will direct Management Company, as to waiving or assessing of fines at each hearing or board meeting and for all pending fines and/or legal action with the

RESIDENT COMPLAINT PROCEDURE

Any owner may make a formal complaint regarding violations of the rules and regulations. The complaint must be in writing and must include the date and time along with a detailed description of the violation including the people involved. Any tenant's concerns or complaints must be addressed to the owner. The owner can direct those complaints/concerns to Preferred Communities. Preferred Communities will then need written authorization to speak to the tenants or rental agents on the owner's behalf.

COLLECTIONS

**UNANIMOUS CONSENT TO ACTION BY THE BOARD OF DIRECTORS OF
EL TOVAR CONDOMINIUM HOMEOWNERS ASSOCIATION
C/O PREFERRED COMMUNITIES
P.O. BOX 5720, MESA, ARIZONA 85211
(480) 649-2017 FAX (480) 649-0902**

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

WHEREAS, Article VII of the Declaration of Covenants, Conditions and Restrictions El Tovar Condominium Homeowners 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 assessed at \$15.00.
- 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 at \$45.00
- 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,
- f) 105 days after the monthly assessment due date, Summons and Complaint are filed with the Justice Court and the homeowner is "served notice" of the lawsuit by a document server. The homeowner's account will be charged with the legal document preparer fee, court fee, and process server fee. The amount of the Legal Document Preparer fee is outlined in the Association's contract with the management company,
- g) Further actions will be taken as necessary, including, but not limited to, 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 Homeowners Association.
- h) 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 Homeowners 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 Homeowners 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.

ATTORNEY'S FEES & COLLECTION FEES

As and additional expense permitted under the CC&R's, Articles, and Bylaws, the association shall be entitled to recover the reasonable attorney's fees and collection fees and costs incurred in the collection of assessments or other charges due and in the enforcement of the CC&R's, use restrictions, or these rules and regulations. The reasonable attorney's fees and collection fees incurred by the association shall be due and payable immediately when incurred, upon demand. Owners are liable for all fees.

RETURN CHECK CHARGES

In addition to any and all charges imposed under the CC&R's, Articles, Bylaws and Rules and Regulations, a Thirty-Five Dollar (\$35.00) fee shall be assessed against an owner for any check or other instrument which is not honored by the bank or is returned by the bank for any reason whatsoever, including, but not limited to, insufficient funds. This returned check charge shall be a "common expense" for each owner who tenders payment by check or other such instrument. Such return check charge shall be due and payable immediately.

Notwithstanding this provision, the association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the owner(s) of the unit of which payment was tendered to the association.

If two or more of an owner's checks are returned unpaid by the bank within any fiscal year, the association may require that all future payments, for a period of one year, be made by certified check or money order.

El Tovar

CONDOMINIUM HOMEOWNER ASSOCIATION

CRIME FREE LEASE ADDENDUM

As of January 1, 2012 all Owners who rent or lease their residential unit within the Association and their Tenants are required to complete, sign and return this Crime Free Lease Addendum to the Board of Directors c/o Preferred Communities.

Owner Name(s): _____ Acct/Lot#: _____

Owner(s) Mailing Address: _____

Owner(s) Telephone Number(s): _____

Property Address: _____

Name of Property Management Company (if applicable): _____

Address of Management Co.: _____

Telephone Number of Management Co.: _____

Representatives Name: _____

Tenant Name(s): _____

Tenant's Telephone Number: _____ Number of Children: _____

Age of Children: _____ Pets: _____

Length of Lease: _____ Number of Vehicles on Property: _____

Vehicle No. 1: License Plate #: _____ Make: _____ Color: _____

Vehicle No. 2: License Plate #: _____ Make: _____ Color: _____

Rental Property Registration Number: _____

In consideration of the execution or renewal of a Lease, Rental, or Occupancy agreement ("Lease Agreement") between Owner(s) and Tenant(s) of the residential unit/lot within El Tovar Condominium Homeowners Association the Owner(s) and Tenant(s) agree as follows:

CRIME FREE NEIGHBORHOOD AGREEMENT

1. Tenant, any member of the tenant's household or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

2. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near said premises.
3. Tenant or any member of the tenant's household will not permit the dwelling to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant, any member of the tenant's household, or a guest or another person under the tenant's control shall not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the dwelling unit, premises, or otherwise.
5. Tenant, any member of the tenant's household, or a guest or another person under the tenant's control shall not engage in any illegal activity, including prostitution as defined in A.R.S. 13-3211, criminal street gang activity, as defined in A.R.S. 13-105 and 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the Owner, his or her agent or other tenant or involving imminent serious property damage, as defined in A.R.S. 33-1368.
6. VIOLATION OF THE ABOVE COMMUNITY DOCUMENT OR THE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. The Owner and the Tenant agree that El Tovar Condominium Homeowners Association is a third-party beneficiary of the lease and this Addendum and may enforce all the terms of these contracts and may avail itself of all the remedies afforded a landlord under Arizona Law including the forcible detainer laws. A single violation of any provisions of the Community Documents or this Addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

RESIDENTIAL CONTROL AGREEMENT

I (we) the Owner(s) and Tenant(s) have received, read and agree to abide by the Declaration of Covenants, Conditions, and Restrictions, By-Laws, Architectural Committee Rules, and Rental Rules of EL TOVAR CONDOMINIUM HOMEOWNERS ASSOCIATION (available on the internet at www.gothoa.com) knowing that if they are not adhered to, the Owner(s) will ultimately be monetarily penalized for the violations. All the parties acknowledge and agree that EL TOVAR CONDOMINIUM HOMEOWNERS ASSOCIATION is a third-party beneficiary of the Lease Agreement and can enforce all its terms against the Tenant(s) and can enforce all remedies under the Arizona Landlord and Tenant laws against the Tenant(s) for violations of the Association's Community Documents, the Lease Agreement and this Lease Addendum.

Owner(s) and Tenant(s) Initials: _____

In case of conflict between the provisions of this Addendum and any other provisions of the Lease Agreement, the provisions of the Addendum shall govern.

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Owner Signature _____ Date _____

Owner Signature _____ Date _____

Owner Signature _____ Date _____

Owner Signature _____ Date _____

Return the original signed Lease Addendum to:
EL TOVAR CONDOMINIUM HOMEOWNERS ASSOCIATION
c/o Preferred Communities
PO BOX 5720
Mesa, AZ 85211

***All El Tovar Condominium Homeowners Association Governing Documents are available on line at www.gothoa.com**

**** The Landlord and Tenant Act for Arizona can be found at www.azsos.gov then go to Publications.**

El Tovar

Condominium Homeowners Association

Rental Rules January 1, 2012

The Board of Directors sets high standards for the appearance of our community. Our goals include well-maintained homes, common areas and the implementation of regulations to secure a crime free neighborhood for residents and their guests. Oftentimes, investment properties are neglected and/or not maintained to the level of owner occupied homes. Tenants do not always share the community's high standards created to improve and protect property values. In an effort to maintain these standards, the Board of Directors has implemented the following rules for rental properties. Owners and their tenants shall comply with the Association's Rental Rules, as well as the Declaration of Covenants, Conditions, and Restrictions, Bylaws, and Architectural Committee Rules (the "Community Documents"). The Association will assess monetary penalties against the Owner's Unit for violations of the Community Documents. Compliance with these Community Documents is a vital part of the Association's success as a crime free neighborhood. Each Owner who rents a unit within the Association must comply with the Rental Rules and assist in our goal for a crime free neighborhood. The Association seeks everyone's cooperation in making the community a desirable place to live.

Each Owner who rents/leases a residential unit/lot or renews or revises an existing rental, lease or occupancy agreement ("Lease Agreement") on or after January 1, 2012 is required to comply with the following rules:

1. Written Lease Agreements are required.
2. All Lease Agreements must restrict occupancy to no more than four (4) unrelated persons or a single family.
3. All Lease Agreements executed as of January 1, 2012 shall be for a minimum term of one hundred and eighty (180) days.
4. All and/or their agents will perform a criminal background check on the Tenant applicants and eliminate those with felonies or violent criminal histories.

5. The Owner shall furnish the Board of Directors with a copy of the Lease Agreement, and the original Crime Free Lease Addendum signed by the Owner(s) and the Tenant(s). The Owner(s) and Tenant(s) shall certify that the Owner has furnished the Tenant(s) with copies of the community Documents; that the Tenant(s) has agreed to be bound by the Community Documents; and that the Owner accepts responsibility for the Tenants' violations of the Community Documents. The Community Documents consist of the Declaration of Covenants, Conditions, and Restrictions, Bylaws, Architectural Committee Rules. A copy of the Crime Free Lease Addendum is attached.
6. The Owner shall furnish the Board with a copy of (i) the signed Lease Agreement and any renewals or revisions; (ii) the completed Crime Free Lease Addendum within fifteen (15) days of signing the lease, renewal, or revision.
7. If the Owner does not provide a copy of (i) the signed Lease Agreement and any renewals or revisions; (ii) the completed Crime Free Lease Addendum after written request from the Board, the Association shall assess a monetary penalty of **\$100.00** per month until these documents are provided.