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Los Racimos, Inc.

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CAPTION HEADING:

Architectural Guidelines
and
Rules & Regulations

DO NOT REMOVE

This is part of the official document.

Welcome to Los Racimos Condominiums!

We're glad to have you as a member of our community. Los Racimos consists of 259 units in 13 buildings, with two swimming pools, tennis courts, a clubhouse and RV storage area surrounded by green spaces and walkways.

With the purchase of your unit, you have legally become a member of this association and are obligated to follow the rules, defined in the Declaration of Covenants, Conditions and Restrictions (CC&Rs), Articles of Incorporation, Bylaws , as well as the Rules and Regulations contained in this booklet.

These Rules and Regulations are not to be an inconvenience or invade your freedom, rather, they are a means of maintaining the harmony in the community.

It is extremely important that you read this book and use it for reference. If your unit is being used by friends, family or tenants, it is your responsibility to make sure a copy of this handbook is available and is read by all occupants.

Applicability

These Rules shall apply to all Unit Owners, Residents and Tenants and to their families and guests. Any violation of the CC&R's, Bylaws and/or Rules and Regulations by tenants or guests will result in notification to the unit owner, who shall be responsible for any sanctions or fines and will liable for losses caused by such occupants. If any property in the common area or common element is damaged or destroyed through the negligent or culpable act of a unit owner, guest, tenant or household member, the Association will make the repairs and bill the unit owner.

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Association Information

BOARD OF DIRECTORS

Los Racimos is governed by an elected Board of Directors composed of 3 to 5 members who must be owners. Terms of office are for 3 years and elections are held during the Annual Meeting. The Board is responsible for the administration of the affairs of the Association as set forth in the Bylaws and Declaration. The Board chooses officers for the next year at the Board Meeting immediately following the Annual Meeting.

MEETINGS

In addition to the Annual Meetings of members, the Board of Directors meets at the Clubhouse. Notices of Board meetings are posted in advance in the bulletin board and sign holders around the community, as required by law. An email notification will also be sent to all owners. Owners are encouraged to attend the meetings and are welcome to speak during appropriate times in the meeting.

MANAGEMENT COMPANY

The Board has authorized, as is within its powers, a management company to perform certain duties for the Association. These duties include, but are not limited to, the collection of Assessments, payment of bills, preparation of the monthly and annual financials reports, and assistance in the enforcement of the Rules and Regulations. All correspondence regarding the association should be directed to:

Los Racimos Inc.
c/o Preferred Communities
PO Box 5720
Mesa AZ 85211

VIOLATIONS

Violations of the CC&Rs or the HOA Rules and Regulations will be enforced through the use of the Los Racimos Enforcement Policy. Contact the management company for a current copy of this or any other Los Racimos policies or Governing Documents.

APPEALS

The Association recognizes each Owner's right to explain the reasons why there is a violation of the CC&R's or the other documents, particularly if the violation results in an assessment. Before any fine is assessed, an Owner has the opportunity to request a hearing before the Board of Directors. The Owner must provide a written request for a hearing.

ENFORCEMENT

The Community Manager has been directed by the Board of Directors to enforce these Rules uniformly as to all Unit Owners, Residents, Tenants, as well as family members and guests at Los Racimos.

Architectural Guidelines

Los Racimos strives to maintain structural integrity and property values by means of preserving safety and uniformity throughout the buildings and common areas. Any addition, alteration, replacement or repairs done to the outside of the Unit must be approved by the Board prior to installation.

The guidelines herein are intended to facilitate the Owner's planning process and **by no means preclude the need to apply for such prior approval**. Removal of any change or addition, may be required, if it is not within the proper specifications. Contact the management company for more information on how to proceed.

1. **No structural changes may be made to either the inside or outside of any unit without prior approval of the HOA.** Once obtained, you must keep this approval for your records in a safe place and transfer it to the next purchaser of the unit. If you wish to replace windows, sliding glass doors, screens, install a security screen, enclose your patio or balcony, install tile in your patio or balcony, etc. You must obtain prior permission and obtain a written architectural change approval from the Association in order to perform the change.
2. **Damage to Other Units:** Any owner making any alteration or improvements within his/her unit shall be responsible for any damage to other units and to the common elements, which result from any such addition, alteration, or improvement.
3. **Paint Colors:** Los Racimos has three colors used on the buildings. If the need arises for a Unit Owner to repaint or touch up any portion of the Common Areas, including doors, patios or balconies, the current paint scheme must be maintained. The current paint scheme can be obtained from the management company and/or is posted at the Los Racimos website. Please make sure the matching of finish as well as color is maintained for the best possible blending to the existing surfaces.
4. **Front doors:** the maintenance of the front doors and security doors and trims are the Unit Owner's responsibility as well as the painting of the door and security door in between building painting. Doors and screen doors must be kept clean and in good condition. Damage to the floor surfaces or carpeted areas incurred during painting, replacement or installation of doors or security doors is the responsibility of the Owner. Damage to the floor surfaces or carpeted areas in the common area hallways incurred during painting, replacement, or installation of doors, or security doors is the sole responsibility of the owner to repair or replace.
5. **Security Doors:** The approved standard for front door security doors are metal doors and should match the color of the existing exterior door of the unit. Contact the management for the current color scheme. We recommend the door to be painted in a proper location outside of the complex prior from being installed for ease of painting as well as to avoid damages to the carpet/flooring surfaces. Colors also accepted are black or beige.
6. **Sun/Window Screens:** The approved standard for window screens is black screening with black frames, tan screening with tan frames or grey/metallic screens with aluminum frames. White framed windows may use white frames for the screens.

7. **Replacement Windows:** For uniformity's sake windows must fit the original opening and be a large pane of glass of either single or double pane with no grids or lights. The approved window replacement types are: **Frame:** Aluminum or vinyl clad. **Color:** Aluminum, tan or white

8. **Replacement Sliding Doors**

For uniformity's sake sliding doors must fit the original opening and be a large pane of glass of either single or double pane with no grids or lights. No wooden frame doors are allowed. The approved window replacement types are: **Frame:** Aluminum or vinyl clad **Color:** Aluminum, tan or white

9. **Balcony / Patio**

Anything that impairs the proper flow and drainage from rainwater or may cause damage to the building walls, retention walls or foundations of the building, or to the units below, are not allowed. Such items include: raised flower beds, trees, shrubbery, shelves and hanging pots, tile that is not sealed and/or maintained.

a. **Patio and Balcony Flooring**

Concrete, outdoor carpet or outdoor tile flooring is allowed as long as proper pitch and drainage of water away from the structures is accounted for. Due to water absorption and problems with leaks to the units below the use of carpeting (specially of the indoor type) is discouraged.

b. **Patio Enclosures**

Any patio or balcony enclosure must be made as to be removable without major damage and without alterations to the original existing building structure. All enclosures must be maintained and kept in good order at all times.

1. **Patio and Balcony Screening** must be made of maintenance free materials requiring little or no maintenance such as painting on the outside. Wood structures are not allowed unless clad in a maintenance free material such as vinyl or metal. The approved standard for screen frames is black or tan metal and the screen color is black or tan.
2. **Patio and Balcony Windows and Enclosures** must be made of maintenance free materials requiring little or no maintenance such as painting on the outside. Wood structures are not allowed unless clad in a maintenance free material such as vinyl or metal. The approved standard for window frames is aluminum, metal or vinyl clad, and the colors are aluminum, tan or white.
3. **Third floor balconies are limited to designs that do not interfere with the installation or maintenance of the rain gutters. Removal of any structure erected after August 22, 2019 that does not conform to this guideline may be required.**

c. **Patios and Balconies Sun Shades:** The approved shade type in the community must be rated for outdoor use and be of a roll down type, tan or beige in color. Since durability is a concern it is recommended that a longer lasting product such as the Colaroo Southern Sunset screen from Home Depot be selected. The sun shade Colaroo Southern Sunset screen is available at Home Depot for 8 or 10 foot lengths. Deteriorated shades must be removed or replaced.

1. Bamboo or wood is not recommended due to it's limited life span.

LOS RACIMOS RULES AND REGULATIONS

AIR CONDITIONING UNITS:

All owners must notify the Association's management company before any contractor enters upon the roof for air-conditioning repairs. Homeowners, tenants, guests, or invitees are prohibited from entering the roof unless they are a licensed, bonded and insured contractor. The Association is not responsible for any damage caused by an improperly installed HVAC system. Homeowners, tenants, guests and invitees are solely responsible for carrying insurance for any loss of property. All air conditioning units on the roof must be properly supported with 4-inch pressure treated cedar lumber. Pallets and plastic pedestals are prohibited.

ANIMALS (PETS):

- Owners are restricted to two (2) commonly accepted domestic pets per unit (i.e., dog or cat).
- Any resident, occupant, or owner who has a pet, must register their pet with the Association's management company within 30 days.
- All dogs living or brought onto the Los Racimos property must have a county license and rabies vaccine. Failure to register any dog with the Association will result in a reoccurring fine of \$10 per day.
- No pet shall roam free of a leash or be tied to any portion of the common areas or doors.
- Any owner, tenant or their guest(s) found letting their dog run at large without a leash is subject to a \$250 fine per occurrence.
- No feeding pets or other animals on the common areas, parking lots, hallways, patios, and balconies except for, the residents appointed by the board that care for the feral cat population.
- Any animal displaying vicious behavior(s) must be immediately removed from the community.
- Noise from pets, especially after 10pm, is strictly prohibited.
- For our policies under the Fair Housing Act, please contact management.
- Pet owners are required to immediately cleanup after their pets. Owners tenants and guests are strictly prohibited from allowing their pets from urinating or defecating on patios, balconies, elevators, hallways or stairwells. Any animal waste unintentionally deposited on a patio, balcony, elevator, hallway or stairwell, must be cleaned up immediately. Pet owners are prohibited from feeding animals on patios or balconies. Pet owners may leave water on their patio for their pets. Pets are not allowed to be kept on patio or balconies for any period. A fine of \$100 shall be assessed for each violation.
- Bird feeding, except for hummingbirds, is prohibited anywhere in the complex. Feeding of any animals, birds or pigeons etc. in the common areas is strictly prohibited. A fine of \$100 shall be assessed for each violation.
- Please report barking dogs or animal cruelty directly to the City of Mesa Animal Control and the Association's management company.

ARCHITECTUAL CHANGES:

Refer to pages 5 & for Architectural Guidelines

AUTO RESTRICTIONS AND PARKING:

- **Parking Permits:** All vehicles parked on the property, including visitors and vendors, must display a Los Racimos resident, visitor or vendor permit. Any vehicle parked on the property without a properly displayed permit is subject to towing at the owner's expense. Contact the Management Company to obtain a parking permit.
 - Motorcycles parked on the property must be registered, however, a permit is not required to be displayed on the vehicle.
- **Assigned Parking:** Each Unit has one (1) assigned covered parking space and one (1) assigned un-covered parking space. Vehicles parked in assigned parking spaces must have a properly displayed permit displayed. Parking permits and visitor permits are for the exclusive use of your unit and should not be loaned to other units.
 - **Towing from Assigned Space:** Owners and tenants are solely responsible to have unauthorized vehicles removed from their assigned parking spaces. Please obtain a tow card from the management company. The security company does not handle parking issues or complaints.
- **Visitor Parking & unmarked parking spaces:** any vehicle parked in a visitor space or an unmarked parking space must have a properly displayed permit displayed.
- All vehicles must be parked nose first (no backing into spaces).
- No Vehicle shall be kept on the property that is inoperable, abandoned, impedes the progress of other vehicles, blocks dumpsters, is on jacks or is leaking oil or other fluids, is parked in fire lanes, or is in unacceptable condition (i.e., broken windows, body damage). No parking is NOT allowed in fire lanes, on sidewalks or any other common area of the property.
- Motor vehicles must display current registration (no expired tags) and must be in operating condition. Tires must be properly inflated and vehicles(s) must be free of dust and cobwebs. Washing of vehicles in parking areas is prohibited.
- **Commercial Vehicles** are prohibited from parking in the parking lots, except for the temporary parking of vehicles belonging to vendors/contractors currently servicing a unit or common area. **Commercial Vehicles are defined as** *any vehicle with over one-ton capacity, a vehicle with a camper shell that exceeds eight (8) feet in height measured from ground level, a vehicle with ladders and a vehicle with equipment affixed to the vehicle that exceeds eight feet measured from ground level.* CC&R Section 1.6
- Boats, campers, RV's and other recreational vehicles are strictly prohibited in the Los Racimos parking lots. If you would like to use the RV storage area, please submit a completed RV Storage rental agreement to the Management Company.
- Trailers used for hauling or delivery must be separated, blocked and placed in a single space. No trailer is to remain on the property for more than 24 hours. Trailers parked temporarily must have current license plates and will not require a permit.
- Mechanical repairs on vehicles are strictly prohibited on the property, with the exception of windshield replacements, tire change, jumpstart or battery replacement. Any inoperable vehicle or in a state of disrepair will be deemed abandoned and towed at owner's expense.
- Parking spaces are for registered motor vehicles only. Vehicles parked on the Association property cannot be used for storage. Any vehicle that is deemed unsightly is subject to towing at owner's expense. Car covers are permissible but must be neat, clean and without rips or holes.
- Vehicles that are for sale may display one commercially produced sign in the window(s) of the vehicle. Shoe polish and other types of painted markings on vehicle glass or non-commercially produced signs are prohibited.
- Alcohol consumption is disallowed in the common areas including the parking lots. Loitering in the parking lots is strictly prohibited. All parking lots are to be used only for the purpose intended.

- Any member who is delinquent in assessments and not a member in good standing (three or more months behind in dues) are subject to suspension of parking privileges. Parking lots, including covered spaces, are a limited common element that the Association maintains and repairs.
- For safety, the maximum speed limit in the parking lots is 5 MPH. All owners, residents, tenants and their guests must observe and obey all traffic signs. Any Owner, resident, tenant or guest who displays excessive speeds or careless driving is subject to fines.

BALCONIES AND PATIOS

The CC&R's define patios and balconies as a limited common element and the owner is responsible for the maintenance thereof.

- Balconies, balcony walls and ceilings must be in good condition (i.e., no chipped or peeling paint, rotted doors, etc.)
- Patios and balconies must be kept clean and in an orderly manner at all times. Second and third floor occupants must not wash off any debris from the balcony onto the balcony or patio below. First floor occupants must not wash off any debris from patio into the common areas.
- Do not throw cigarette butts over any wall or from balconies and patios into the common areas. Please dispose of cigarette butts properly.
- A reasonable amount of customary patio furniture is allowed to be stored on the balcony or patio. Patio furniture must be maintained in good condition. No other items may be stored on the balcony or patio unless expressly identified below.
- A reasonable number of bikes, scooters, etc. may be stored on the balcony or patio, however, they may not be hung from the ceiling or walls. The Board reserves the right to determine the reasonable amount of bikes, scooters, etc.
- Clotheslines are not allowed. Hanging items such as a towel, laundry, or rugs over the patio or balcony is not allowed. No laundry, swimming attire, towels or other unsightly items shall be hung or displayed on balconies, patios or walkways in view of other residences or from the roadways. All items must be kept below the balcony or patio walls. No such items are to be visible from any common area.
- Barbeque grills, appliances, fire pits and hibachis (gas, propane, electric, wood or charcoal fueled) are strictly prohibited on balconies, patios, walkways or any other common element.
- A maximum of 2 items may hung from the ceiling of the balcony or patio, including items such as plants not to exceed 12" in diameter, hummingbird feeders or windchimes. Windchimes or similar devices are permitted on the balcony or patio of a unit unless a resident file written complaint to management regarding noise.
- A reasonable amount of wall décor is allowed on patios and balconies, with written approval from the Board. All wall art must be approved by the Board prior to installation.
- All boxes, cleaning equipment, furniture, garbage cans, ladders, etc. must be kept in the dwelling or in the patio storeroom.
- Pets, such as birds, cats, dogs or other animals, are not to be kept or fed in balcony or patio areas.
- Any modification(s) to balconies or patios, such as the installation of windows or awnings requires an owner to submit an architectural change form to the Board or Management for final approval.

- Sun Screens are allowed to be hung from the patio or balcony, as long as they meet the following criteria: 1) must be 8 ft. in width or the exact width of the patio or balcony opening, 2) must be of an outdoor roll up type of a beige or tan color and 3) must be kept in good condition. Consult the management company for specifications.
- Shade Umbrellas are allowed on balconies or patios, as long as they are 1) neutral color, 2) closed during storms, and 3) kept in good condition.
- No bird feeders of any type are allowed anywhere in patios, balconies or common areas, except for, hummingbird feeders.
- No trees, shrubbery or other plant material shall be planted in any patio area which will exceed a maximum of six (6) feet in height at maturity. Unit owner shall be responsible for damages plant life causes or creates to including but not limited to retaining walls, foundation, structure, irrigation system and/or cost of said removal.

BALCONY LIGHTS/PATIO LIGHTS:

- Owners are to only use 40 watt or 60-watt CFL/LED or 60-Watt equivalent soft white light bulbs in their outdoor porch lights. Daylight bulbs, colored bulbs and decorative bulbs are strictly prohibited except during the holidays. Floodlights are prohibited.
- Outdoor patio string lights with clear globe bulbs, certified for outdoor patio use, are allowed to be strung along the ceiling of the balcony or patio.

BARBEQUE AREAS:

- Barbeque areas are on a first come, first serve basis. The number of residents and their guests are limited to eight (8) persons (per unit) at any given time. The consumption of alcoholic beverages in any common area, including the barbeque area is strictly prohibited. The use of propane grills is prohibited.
- Residents and their guests must refrain from loud noise and vacate the areas by 10:00pm. Boom-boxes or loud radios are not permitted in any common elements, including pool and barbeque areas. Excessive noise that disturbs other residents will result in a \$100 fine.
- Grills, tables, and areas must be cleaned and left neat and orderly after each use. Hot charcoal must never be placed in trashcans. Failure to clean area after use will result in a \$50 fine being assessed to the unit.

BICYCLES:

- All bicycle owners are encouraged to register their bicycles with the Mesa Police Departments on the online bicycle registration program <http://www.mesaaz.gov/police/BicycleRegistration.aspx>. Bicycles are never to be chained to fences, trees, gates or stairwells. The Association is not responsible for any bicycle that is lost, stolen or damaged.
- Bicycles are never to be stored outside of a unit or any place in the common areas of the property. Any bicycle that is chained to any of the common or hallway areas will be removed and discarded without

notice. A reasonable number of bicycles may be stored on the patio as long as it is not visible to other residents.

BUSINESSES:

- No automotive or construction related businesses may be conducted from or on Los Racimos. For consideration of other businesses or related activities, residents may apply to the Board of Directors or the Management.

CRIMINAL OFFENSES AND MANDATORY FINES:

Class I

Activities on Los Racimos property such as disturbing the peace, fighting, harassment, intimidation, property damage, public drunkenness, vandalism, after notice and opportunity to be heard on the matter:

1. First offense \$150
2. Second offense \$200
3. Thereafter, fines will double with each reoccurrence and or legal action.

Class II

Activities on Los Racimos property such as assault, burglary, child abuse, domestic violence, DUI, failure to abide by the requirements of the TRI-STAR crime prevention program, minors in possession of alcohol, possession of illegal drugs, possession of stolen property or theft, after notice and opportunity to be heard on the matter:

1. First offense \$200
2. Second offense \$300
3. Thereafter fines will double with each reoccurrence and/or legal action.

Class III

Activities on Los Racimos property such as aggravated assault, arson, brandishing a weapon, crime related to gang activity, discharge of a firearm, distributing or manufacturing illegal drugs, weapons, kidnapping, etc after notice and opportunity to be heard on the matter:

1. First offense \$300
2. Second offense \$400
3. Thereafter fines will double with each reoccurrence and/or legal action. Owners of rental properties are responsible by law to abate criminal activity in their rental units.

CLUBHOUSE RENTAL:

- The clubhouse may be rented by contacting the management company which will provide rates, deposits and applicable rules. Owners are solely responsible for any damages to the clubhouse caused by their guests or lessees. User is responsible to clean and remove all trash after use. Failure to cleanup clubhouse after rental will result in forfeiture of cleaning deposit.

COMMON AREAS:

- Nothing may be placed on or attached to any common area without prior approval of the board of directors or management company.
- All amenities and courtyards close promptly at 10:00pm.

- No furniture, chairs, ashtrays or personal items may be placed in hallways.
- There is to be no loitering on the walkways, in parking lots or in hallways or stairwells after 10:00pm.
- The Association requires each owner to help maintain the property by ensuring that guests, visitors and tenants do not litter the community grounds. Any such infraction (littering) is subject to fines being assessed to the unit as detailed in the fines section of this document.
- Los Racimos is a privately-owned condominium complex and is not an apartment complex. Respect for each resident's rights to peace and quiet is essential. Infringement of neighbor's rights to peace and the quiet enjoyment of their residence (including, but not limited to barking dogs, loud radios, stereos, televisions etc.) is prohibited. Units in violation of these rules are subject to fines being assessed to the unit.
- Brandishing weapons is strictly prohibited on the premises, as are the use of BB guns, slingshots and bows and arrows. Throwing of bottles, cans, stones or other items that could potentially endanger individuals or property is prohibited. A fine of no less than \$150 shall be assessed for each violation.
- There is to be no climbing fences, trees, gates or walls. No throwing of bottles, cans, stones or other projectiles.
- No tampering with sprinkler heads or bubblers. No occupant is allowed in the rock terraced areas due to the irrigation system.
- No climbing on roof areas or running on any of the interior walkways.
- Sidewalk chalk may be used on sidewalks provided it is removed before vacating the area.

Any such infraction(s) is subject to fines being assessed to the Unit as detailed in the FINES section of this document.

COMMON AREA HALLWAYS

- Riding and storage of bicycles, rollerblades, scooters, skateboards etc. is prohibited in the hallways.
- Storage of any items in the hallway is strictly prohibited.
- Smoking and vaping in the hallways, clubhouse, stairwells and elevators is strictly prohibited.

DOORS:

- All entrance doors and trim to the units are the sole responsibility of the homeowner to maintain.
- Doors and security/screen doors must be kept clean and in good condition and must be kept closed except of entering or exiting the unit.
- Entry doors must be painted the approved color. Please contact the management company for paint colors. Doors may not have faded, chipped or peeling paint.
 - Damage to the floor surfaces or carpeted areas incurred during painting, replacement or installation of doors is the responsibility of the Owner to repair.
- All unit entrances must have a peephole and a deadbolt lock with no less than 2- and 1/2-inch strike plate screws installed. These are requirements of the TRI-STAR crime prevention program.

- **Security Doors**

- The approved standard for frond security doors are metal doors and should match the color of the existing exterior door of the unit. Black or beige colors are also allowed. Contact the management company for the current color scheme. We recommend the door to be painted in a proper location outside of the complex prior to installation.

ELECTRICAL BOXES & METERS:

- Interior and exterior electrical meters, boxes and breakers are the sole responsibility of the unit owner. In the event an exterior electrical box is deemed faulty or needs replaced, the owners sharing the electrical box will share equally in the cost of the repair or replacement.

FENCES, GATES AND WALLS:

No owner, tenant, occupant, visitor or guest shall ever climb upon or over any fence, gate or wall. No owner, tenant, visitor or guest shall ever prop open any gate, even for a brief period. Residents are required to make sure all access and locked gates are secured behind them.

FIREWORKS:

All fireworks are strictly prohibited on the Association's property. No bottle rockets, sparklers, smoke bombs or anything else that is deemed as a firework or that ignites shall be used on the Association's property. A fine of no less than \$500 shall be assessed for noncompliance.

FLAGS:

- Owners may display the following flags: The American flag or an official replica of a flag of the United States Army, Navy, Air Force, Marine Corps, Coast Guard, POW-MIA, Arizona State flag, The Gadsden flag, and Arizona Indian Nations flag.
- All flags must be displayed in a manner that does not impede the traffic of pedestrians. Any unit owner may display approved flags by affixing flag holders to the frame of the front door to the unit or inside the patio area, taking caution and care to ensure flags and holders are not creating a hazard to pedestrians. Second and third floor units may also display flags on the inside of their balconies.
- Flags are not to be displayed in windows, affixed to common area building walls, exterior balcony walls, roofs, draped or protruding over balconies or displayed by hanging from or over balcony walls. All flags must be displayed by using an appropriate flag holder or stand in patio and balconies. No flag, holder or stand shall block entry or egress to any unit nor hinder emergency service workers.

FIRE PREVENTION:

- No propane, gasoline or other combustible fluid may be used or stored in the patios, balconies or inside a unit. (City of Mesa 308.3.1.1).
- No appliances may be stored on a patio or balcony.

- Smoke alarms shall be maintained within each unit and must be in operational order at all times and replaced every 10 years. (Mesa Code Chapter 6.1.6)
- Stairwell doors must remain shut at all times. (Mesa Code Chapter 6.1.6)

A fine of no less than \$250 shall be assessed for each violation.

FOR SALE, FOR RENT, FOR LEASE AND OPEN HOUSE SIGNS:

- Owners are permitted indoor or outdoor display of one For Sale sign and a sign rider by a unit owner on that owner's property. Including a sign that indicates the Unit Owner is offering the property for sale by owner. The size of a sign offering a property for sale shall be in conformance with the industry standard size sign, which shall not exceed eighteen by twenty-four inches, and the industrial standard size sign rider, which shall not exceed six by twenty-four inches.
- Temporary Open House signs are permitted however, temporary Open House signs are prohibited on the Common Elements.
- Owners and their agents are permitted to display a For Rent or For Lease sign on or in the owner's unit. For Lease or For Rent signs shall not be any larger than the industry standard size sign of eighteen by twenty-four inches and displayed on or in the unit owner's property.

GATE/POOL KEYS:

- Owners, tenants, agents, and invitees are strictly prohibited from duplicating any Association gate key. Duplicate gate keys can be purchased from the management company. Any owner, occupant, or agent who duplicates a pool or gate key is subject to a \$150 fine.
- Gate keys are not to be loaned to other units.

HOLIDAY DECORATIONS:

- From October 1st - January 15th, residents may have holiday decorations on their balconies, windows and doors.
- No decorations shall be offensive or shall be placed in any common areas of the property.
- Decorations may not be placed or hung on common areas, in the flower beds, on bushes, trees or staked into the ground.
- No decorations shall ever be placed on the walkways, the walkway ceilings, roof, eaves, stairwells, or railings to any buildings.
- Extension cords must be weatherproof and shall not be draped across walkways. Nothing is ever to be attached to the stucco portions of the buildings.
- The Association will remove any decoration that it deems offensive or is improperly attached to any of the common elements or landscape without notice.
- The Association is not responsible for stolen or damaged decorations. Any item placed in or on a common area that is deemed a hazard will be removed without notice.
- All Holiday decorations must be removed by January 15th.

INSURANCE & LIABILITY:

The Association does not provide personal security for owners, occupants or guests. Los Racimos is not responsible for injury sustained through the acts of other owners, tenants or anyone else on the Association property. Owners and tenants are required to obtain insurance for any perceived danger to property or person.

INSURANCE & LIABILITY: PAYMENT OF THE ASSOCIATION'S INSURANCE DEDUCTIBLE:

1. Except as set forth in paragraph 5, below, if damage(s) occurs solely to one unit, the owner of the unit shall be responsible for payment of the insurance deductible in full. In the event that the cost for such repair, replacement, or restoration to such unit is less than the insurance deductible, the owner shall be responsible for full payment of the cost for repair, replacement, or restoration thereof, unless the damage(s) was caused by another owner's negligence or actions.
2. Except as set forth in paragraph 5, below, if damage(s) occurs to more than one unit, but not to the Common Elements, the deductible shall be prorated based on the percentage of damage caused to each unit. In the event that the cost for such repair, replacement, or restoration to such units be less than the insurance deductible, the owners of the units affected shall be responsible for full payment of the cost for repair, replacement, or restoration thereof, unless the damage was caused by another owner's negligence or actions.
3. Except as set forth in paragraph 5, below, if damage(s) occurs to more than one unit and to the Common Elements, the deductible shall be prorated based on the percentage of damage caused to each unit and the damage caused to the Common Elements. In the event that the cost for such repair, replacement, or restoration to such unit(s) and the Common Elements is less than the insurance deductible, the cost for repair, replacement, or restoration thereof, shall be governed by the Declaration.
4. Except as set forth in paragraph 5, below, if damage(s) occurs solely to the Common Elements, the Association shall pay the deductible unless the damage was caused by an owner's negligence or actions. In the event that the cost for such repair, replacement, or restoration to the Common Elements is less than the insurance deductible, the cost for repair, replacement, or restoration thereof, shall be governed by the Declaration.
5. If the negligence or actions of the owner (or the owner's residents, tenants, or guests) causes the damage, the owner shall be responsible for the full amount of the deductible. In the event that the cost for such repair, replacement, or restoration to a unit or the Common Elements is less than the insurance deductible, the owner shall be responsible for full payment of the costs thereof.
6. The Board shall determine the amount of deductible, or cost incurred if the amount is less than the deductible to be paid by each party. If an owner is required to pay a deductible or cost incurred, if the amount is less than the deductible, related to the repair of any unit or Common Elements other than the owner's unit, the Association shall charge the owner for the cost of the deductible, or cost incurred if the amount is less than the deductible. Any such costs shall be assessed exclusively against the owner's unit, such assessment shall constitute a lien against the defaulting owner's unit and may be collected in the same manner as assessments.
7. If damage is caused to the Common Elements that is not covered by insurance, and if such damage was caused by the negligence or actions of the owner, or an owner's residents, tenants, guests, or household pets, the Association shall charge the owner for the cost to repair such damage, which cost shall be paid by the owner, upon demand, to the Association. Any such cost shall be assessed exclusively against the owner's unit, such assessment shall constitute a lien against the defaulting owner's unit and may be

collected in the same manner as assessments.

8. If damage is caused to one unit by another unit, the owners of the units involved shall be responsible for determining which is responsible for paying for the damage and paying for any deductible, or cost thereof if less than the deductible. The Association does not intend to get involved in disputes between owners regarding damage.
9. Each owner needs to 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. Each owner should check with his insurance carrier to ensure that his policy will cover the cost of the Association's insurance deductible.

INSURANCE & LIABILITY – RESPONSIBILITY OF MOLD REMEDIATION:

1. The owner of the unit is responsible for all remediation of mold that occurs within a unit. The owner is also responsible for remediating any mold to the Common Elements or any units if the damage is caused to either the Common Element or units by the act of neglect of an owner, or his invitee, or guest, or other authorized occupant, or visitor of such owner, or due to the owner's failure to comply with any of the above provisions. If the owner is responsible for remediating any mold as set forth in this paragraph, the owner must provide the Association with certification that the mold has been properly remediated. Furthermore, the owner is responsible for remediating any mold on any items contained within the unit, including, but not limited to, costs of cleaning contaminated furniture, clothing, or floor coverings. Additionally, the owner is responsible for any other costs that may be associated with mold within the unit, including, but not limited to, the cost of alternate lodging or storage until the mold is remediated.
2. In the event that an owner refuses to remediate the mold in the Common Elements or any units which was caused by the act of neglect of an owner, or his invitee, or guest, or other authorized occupant, or visitor of such owner, the Board, an authorized contractor of the Association shall be entitled to reasonable access to each of the units as may be required in connection with the mold remediation, and shall have the authority to remediate such mold and to do whatever may be necessary for such purchase and all expenses in connection therewith shall be charged to and assessed against the defaulting owner's unit, and may be collected in the same manner as assessments.
3. In the event that the Board, the manager or managing agent, receives information of possible mold infestation, the Board has the right, but not the obligation, to test questioned Common Elements or unit(s). If mold is discovered and is the result of the act of negligence of an owner or his/her invitee, or guest, or other authorized occupant, or visitor of such owner, all expenses to the Association, including but not limited to, the cost of the testing shall be charged and assessed against such owner and such assessment shall constitute a lien against the owner's unit and may be collected in the same manner as assessments. Also, if mold is discovered as a result of this testing, its remediation is subject to paragraph 1 or 2 above.

INSURANCE & LIABILITY: MAINTAINING UNITS TO PREVENT WATER LEAKS:

1. Each owner must provide the name of the owner's insurance company, agent name, address, and telephone number to the Association within thirty (30) days from the date the Association requests this information (through the Board or management agent).
2. Each owner shall install steel-braided toilet tank, fill hoses with steel connectors and ball valve shutoffs at the wall. These will replace the fill hoses with plastic connectors at the toilet tank and screw-type shut off

- valves. This provision is not applicable if the owner has installed braided fill hoses with steel connectors.
3. Each owner shall install steel-braided washer hoses to replace plain rubber hoses provided at purchase. This provision is not applicable if the owner has installed steel-braided hoses.
 4. Each owner shall install copper, steel-braided, or nylon mesh tubing on ice maker refrigerators to replace plain plastic tubing. This provision is not applicable if the owner has already installed authorized tubing as described above.
 5. Each owner shall install steel-braided hoses with steel connectors and ball valve shutoffs at the wall connecting any and all bathroom or kitchen sink(s) to its water supply. This provision is not applicable if the owner has already installed authorized hoses and connectors as described above.
 6. Each owner shall install copper or steel-braided hoses with steel connectors on any and all dishwasher water connections. This provision is not applicable if the owner has already installed authorized hoses and connectors as described above.
 7. Each owner shall replace the water heater and expansion tank if it has not been replaced since issuance of the original certificate for the unit. In addition, each owner will replace their water heater no less than every seven (7) years. Each owner must provide proof of age and date of installation of the hot water heater to the Association within thirty (30) days from the date that the Association requests this information (through the Board or management agent).
 8. If an owner leaves a unit vacant for more than 30 days, the owner shall shut off all water valves inside the unit so as shut off water to the greatest extent possible. Without limiting the foregoing, the water valve to the water heater must be shut off and circuit breaker to the water heater must be turned off. Furthermore, if an owner leaves a unit vacant for more than 30 days, the owner shall have a person perform bi-weekly inspections of the unit to ensure that no water leaks or other damage has occurred.
 9. Each owner must allow the Association reasonable and timely access to the unit to make necessary inspections and repairs. Each owner shall provide the Association with a contact person with appropriate contact information, including telephone number. Each owner must also leave a key to their unit with the management company if such owner or tenant is unavailable for inspection and/or potential repairs by the Association.
 10. Each owner shall replace their water heater when such water heater reaches seven years of age.
 11. Any owner, member of the owner's family, owner's resident(s), tenant(s), or guest(s) are prohibited from throwing or flushing any foreign object (i.e., any item that is not intended to enter into the sewer/plumbing system) into the sewer/plumbing system, including, but not limited to, female hygiene products, and paper products, other than toilet paper.
 12. Each owner shall be responsible for the repair or service upon a sewer/plumbing line exclusively serving or uniquely related to their unit and their own expense, whether or not such need for repair or service is caused by any foreign object or the like.
 13. In the event that any foreign object (as discussed in paragraph 11 of this section) has caused the need for repair or service upon a sewer/plumbing line that serves the common areas or forms part of any system serving more than one unit, the cost of such repair shall be charged and assessed against such owner and such assessment shall constitute a lien against the owner's unit.
 14. Any owner or tenant who observes a leak or flood in their unit, or a potential water leak coming from the roof, must contact the Association's management company immediately. Failure by an owner to comply with these rules will be deemed to be negligence on the part of the owner.

JURISDICTION AND VENUE:

In the event management initiates legal action against the owner or owner's tenant, owner and tenants' consent to venue in a justice court precinct within Maricopa County. Owner and tenants waive any objection to any such venue chosen by the Los Racimos Owners Association or management. The Association may keep any claim desired in the justice court system, owner and tenants agree that in any legal proceeding brought by the Association or management company against owner or tenant, the Association may, at its discretion allege the rental value of the owner's unit is less than the actual rental value periodic rental value tenant is charged as set forth in any lease agreement. Arizona State Law will prevail.

LANDSCAPE:

- Residents are forbidden to plant anything in any common elements of the property. No resident, owner, tenant, or guest shall ever change, alter, or modify any portion of the common elements of the property.
- Residents are prohibited from digging, watering, or tampering with any of the Association's landscape or irrigation. Unless approved by the Association's landscape committee, board of directors, or management company.
- No resident shall place or attach anything in or to the common elements such as chairs tables, potted plants, plaques, statues, garden gnomes, fencing or trees, etc.
- Any item placed in, attached to, or on a common area that is deemed a hazard by the board or management company will be removed without notice.

A \$200 fine shall be assessed for any violation(s) of the aforementioned rules

MOVING INTO OR OUT OF THE ASSOCIATION (Time Restrictions)

New residents, transferring tenants and homeowners are strictly prohibited from moving into or out of any unit in the community before 7:00am or after 10:00pm.

NO SOLICITING

- Owners, residents, occupants, and their guests are strictly prohibited from soliciting within the Association, including but not limited to:
- No flyers, handbills, pamphlets, printed materials etc.
- No soliciting from any group including not for profit organizations etc.
- No door to door soliciting for ideals, sales, petitions, or for any other reason.
- Pamphlets or any type of printed material is prohibited and shall not be placed on any unit door or in or on any common element. No outdoor rallies or soliciting in the common areas of the Association.

Any violation of the no soliciting rules will result in a fine of no less than \$200.

NO SALES IN THE COMMON AREAS:

No owner, tenant, resident or their guest(s) shall ever conduct sales in the common areas of the community. No yard sales, sidewalk or parking lot sales etc.

PARKING:

See Auto Restrictions & Parking Rules, page 8.

PERSONAL ITEMS:

Personal items of any kind are prohibited from being left in the common areas. This includes bikes, shoes, clothing, towels, games etc. Any personal items found outside of the common areas will be removed and discarded thereafter.

PEST CONTROL:

- The Association has a regular pest control service for controlling insects in the common areas only. If a resident finds insect within their unit, the owner will need to contact a licensed pest control company. Owners are solely responsible for pest control services inside their units, including, but not limited to ants, bedbugs, roaches, flies, mosquitoes, bees, rodents, etc.
- In the event, that an owner is negligent in controlling insects, rodents, or other pests inside their unit, the property manager may enlist the services of the Association's contractor after the owner is in violation of pest control requirements for thirty (30) days or longer. The Association will consider this an emergency situation and may execute rights to forced entry to the property. All expenses incurred will be the sole responsibility of the unit owner (including costs for pest control, locksmiths, etc.) and the Association may also issue a fine of \$200 for violating pest control rules.

RENOVATION AND CONSTRUCTION:

- Construction and renovations to units must be done no earlier than 7:30am and no later than 6:30pm.
- All construction materials must be hauled off the property. Dumpsters are not to be used for construction waste. All construction dust and debris must be removed from hallways, walkways, and all common elements of the property daily.
- Construction vehicles are prohibited from using other residents covered parking spaces and will be subject to towing.
- Any damage caused to the Association's property will be charged to the homeowner, including but not limited to cleanup and repairs.

REGISTRATION OF OCCUPANTS:

- All occupants, owners, tenants and lessees must be registered with the Association within 15 days of occupancy. Failure to register with the Association will result in a \$15.00 fine. A \$25 registration fee is applicable. All tenants and owners must be registered with the Association before parking permits or pool keys can be issued. Parking permits and pool keys will not be issued to any unit unless the occupants have been registered with the Association.

RENTAL AND OWNER OCCUPANCY RESTRICTIONS:

- The Association prohibits the occupancy and/or residency of any level two or level three sex offender(s) who are required to be registered pursuant to A.R.S. section 13-3821 and who are classified as level two or level three offenders, and regardless if they own, rent, lease or share/room their unit with such offender. In other words, all level two and level three sex offenders are strictly prohibited from ever occupying any unit within the Association.
- Owners are required to perform reliable background checks on all tenants.
- **Short Term Rentals:** In accordance to the Covenants, Conditions, and Restrictions, no owner shall ever use their unit for transient short-term or hotel purposes. Each lease on a rental unit shall be for 6 months or longer. Any unit owner found in violation of this restriction shall be assessed a fine of no less than \$150.00 per day.

RENTAL UNIT FEE:

- A \$25.00 fee will be charged for each new tenancy on rental units. The owner, or their agent, will have fifteen (15) days, after receiving the postmarked request, to pay the \$25.00-unit rental fee (paperwork) to the Management Company. A fee is not charged for the renewal of a lease. After notice to the owner, or their agent, a \$15.00 fine will be assessed for any missing or incomplete paperwork. Parking permits or gate keys will not be issued to any owner, occupant or resident until they have registered with the Association.

ROOFS:

- All owners will notify the Association's management company before any contractor enters upon the roof for satellite dishes, HVAC repairs, or replacements.
- Homeowners, tenants, guests, or invitees are prohibited from entering the roof unless they are a licensed, bonded, and insured contractor.
- The Association is not responsible for any personal property as a result of a roof leak. Homeowners, tenants, guests, and invitees are solely responsible for carrying insurance for loss of personal property.

SATELLITE DISH:

- All satellite dishes are to be installed on the roof of the buildings and are not to be visible from the street. No dishes are ever to be attached to balconies or sides of the building walls.
- Dish providers must tripod your dish on the roof; there is to be no roof penetration. Dishes are never to be mounted on parapet walls nor shall cable(s) be attached to any walkway, walkway ceiling, or stairwells.
- Coaxial cable must be affixed neatly to the buildings in the least obtrusive manner. Wires or cable must not drape, hang freely or be installed through windows. All cable wires or coaxial cable wiring should exit and enter from the rear of the unit. Cables must be painted to match the color of the building.
- Dish provider must contact the management before and after any such installation begins and after its completion for inspection and approval.
- Owners are solely responsible for any damage to the roof or any part of the building structure caused by the installation of a dish.

- If your dish is not currently installed to these specifications, please call your dish provider and have them reinstall your dish immediately. Owners will be held ultimately responsible for any and all damages caused by the improper installation of any such Satellite Dish. Los Racimos encourages all owners to review these rules with their tenants.

SECURITY:

- The Association does not provide personal security for owners, tenants or their guests. Our security company patrols the common areas as a deterrent to crime.
- Security will respond to noise complaints such as loud music, loud televisions and barking dogs. Security does not handle parking violations or crimes in progress.
- For crime in progress, please dial 911. To report suspicious activity on the property, please call the Mesa Police on their non-emergency number (480) 644-2211.

Misuse of the security vendors dispatch center will result in a \$100 fine.

SELF SHOWING OF UNITS PROHIBITED:

- Owners and their agents are strictly prohibited from the self-showing of unit(s) that is for sale, for rent, or for lease. In other words, an owner or their agent must be present when showing a unit that is for sale, for lease or for rent.
- Owners and their agents are strictly prohibited from giving gate codes or access keys to anyone who is not a registered resident or a homeowner.

A fine of \$100.00 shall be assessed for each individual violation.

SHOPPING CARTS, RENTAL BIKES & RENTAL SCOOTERS ARE PROHIBITED:

- Owners, tenants, guests, and invitees are prohibited from bringing shopping carts, rental bicycles, and rental scooters onto the Association property.

A fine of \$75 shall be assessed for each violation.

SWIMMING POOLS:

- All persons use pool and other water features at their own risk. Los Racimos is not responsible for injury or death. No lifeguard is on duty at any time.
- Non swimmers must be accompanied by an adult eighteen (18) years of age or older and who is responsible for their behavior and safety.
- Any incontinent person(s) may use the swimming pool only when wearing properly fitted swim diapers or pants.
- No throwing of foreign matter, rocks, stones or debris. Laundry detergent or soaps of any types including bubble bath are not allowed in the pools.
- No street clothing allowed in any of the pools. Proper bathing suits are required at all times while in the water.
- Hair curlers and pins must be removed before using the pool.
- No tampering with any pool equipment, safety devices, filters, or lights. Safety equipment is for emergencies only and not to be used for any other reason.
- Pool furniture is not to be removed from the pool areas or used in the pools.
- Food and beverages must be confined to the tables. Absolutely no alcohol consumption while at the pool area. No intoxicated persons shall use any pool or water feature. No bottles, glass of any type or any other breakable items are allowed anywhere in the pool areas.
- Pool devices such as inflatable balls, rings, flotation devices, rafts that are designed for pool use, are permitted in the pool area, until such a time they become a nuisance to other residents.
- Pool hours are between 7:00am and 10:00pm pool access gates must be closed and locked behind you. No propping open pool gates even for brief periods of time. Residents are required to make sure all pool fences are secured upon departure from the pool areas. Climbing pool fences to gain access is strictly prohibited.
- Residents are to obey all rules posted on pool signs including, but not limited to: No diving, running, horseplay etc.
- No diving is allowed in any pool.
- A maximum of eight (8) persons per unit are allowed at the pool/cabana areas at any given time. Gate keys are not to be loaned to other units.
- Pets, such as dogs or cats, are not allowed in the pool or pool area. No loud or boisterous play, obscene language, roughhousing or loud radios, stereos or boom boxes are allowed in the pool or ramada areas.
- There is to be no skateboarding, biking, rollerblading, spitting and/or excessive splashing in the pool areas.
- Pools shall not be used during repair or maintenance or at the discretion of management.

Any such infraction(s) is subject to pool privileges being revoked, and fines assessed in the amount of \$50.00 per occurrence.

TENANT LANDLORD:

- The owner of each unit is responsible for the actions of the occupants of their unit, including their guests, relatives, pets, and tenants. Landlords must inform their tenants of the Los Racimos Crime Free Requirements and the Association's participation in the City of Mesa's TRI-STAR Crime Prevention Program. Owners and agents must also provide their tenants with a complete set of Rules & Regulations.
- Landlords must include in their rental agreement a provision for the removal in the event of any unit's occupants commit a criminal act. A criminal act is a gross violation of the law such as theft, burglary, vandalism, robbery, sex offenses, drugs, etc.
- Landlords must notify the management when the unit is vacant and provide keys to the office staff in case of emergencies such as fire or flood. Owners must immediately notify the Association's management company should they have a flood, fire or catastrophic loss. Please instruct your tenants to call 911 first in the event of a fire or life-threatening emergency.
- Tenants and residents are encouraged to report any domestic disturbances or any suspicious activity on the premises to the Mesa Police on their non-emergency number (480) 644-2211.

TENNIS COURT(S):

- Only owners, residents, occupants and their guests are allowed use of tennis courts for the sole purpose the court(s) were designed. If others are waiting, members of the same party must use one (1) court.
- No glass containers or alcoholic beverages are allowed in any court.
- Residents and their guests must refrain from loud noise and vacate courts by 10:00pm.

TRASH DISPOSAL:

- Los Racimos provides several places for disposal of trash: there are trash chutes at the end of each building, and large bins are distributed through the parking lot. There are trash cans by the entrance to each building and by the Pool and clubhouse areas. Littering is not allowed, please pick up after yourself.
- No garbage/trash may be placed outside the unit front doors or left on balconies, patios, hallways, walkways or outside the garbage receptacles at any time. If the trash is too large to fit down the trash chute, you will need to carry it down to the first floor and place it in the bin.
- Regular household trash must be tied securely in heavy-duty trash bags and dropped into the trash chutes. Items too large to fit through the trash chute must be taken to the ground floor bin.
 - No items are to be left in any trash room without proper disposal. Fines may be assessed to a non-compliant unit.
- To reduce insects, odors, and potential rodent problems, beverage, and candy wrappers must be placed in the dumpsters or with the bagged household garbage.
- Break down all boxes before placing them in the dumpsters.
- There is to be no harmful or hazardous waste deposited into the trash dumpsters. This includes, but is not limited to, paint cans, asbestos containing material,
- Furniture, appliances, or other items too large for the dumpsters must be taken to a landfill or donated. Any owner, resident, guest, or tenant found leaving large items, furniture, or appliances, etc. in or next to

the dumpsters, or any other location on the property, is subject to a fine of no less than \$250 and \$100 per item disposal fee.

- No owner, resident, tenant, or guest is to ever rummage through or remove items from dumpsters. A fine of \$100 shall be assessed for each violation.

UNIT IDENTIFICATION NUMBERS:

- All units must display a three (3) inch set of commercially produced metal unit numbers on the front door or frame of their front door. Black, gold, or silver metal colors are permissible. Stickers and/or decals are prohibited.

WATERBEDS:

- Waterbeds are strictly prohibited on the second and third floors.

WINDOWS AND COVERINGS:

- Window coverings such as blinds and curtains, or drapes must be neutral in color; (i.e., beige, white, tan or brown). Window coverings are to be kept neat and clean in appearance without damage (i.e., no broken, warped, or damaged blinds) and must be clean and transparent.
- Curtains must be clean and acceptable condition without stains, tears, holes, or rot.
- Window screens must be in acceptable condition. Torn or damaged screens must be replaced or repaired.
- Conforming black sunshade screens are permissible and must be kept in good condition.
- Reflective window coverings, such as aluminum foil, reflective glass, mirrors, tint, window film, or similar items are strictly prohibited as well as stained glass or any type of decals or stickers. No reflective materials shall be installed or placed on the inside or outside of any window or door.

LOS RACIMOS COLLECTION POLICY

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

DATED as of the 22 day of August 2019.

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 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.

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

1. 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,
2. 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,
3. 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,
4. 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,
5. 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,
6. Further collection & legal action will be taken as necessary, including, but not limited to: turning account over to 3rd 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 Los Racimos Inc. Condominium Association.
7. Payments will be applied to an account as follows (according to Arizona State Law):
 - a. Past Due Assessments
 - b. Late Charges
 - c. Collection Fees
 - d. Attorney Fees/Costs
 - e. Fines

RESOLVED, that the Los Racimos Inc. 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 Los Racimos Inc. 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 Los Racimos Inc. 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 Los Racimos Inc. 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 any Owner delinquent in excess of three months is no longer considered a member in good standing. Members who are not in good standing are subject to suspension of all privileges and amenities that the Association maintains, including, but not limited to: parking, pools, clubhouse or any other common limited element that the Association maintains.

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

Enforcement and Fine Policy

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

DATED as of the 22 day of August 2019.

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:

- Owners or residents within the community may report alleged violations only if they personally observed the alleged violation.
- Alleged violations are to be reported in writing to the Association's Manager, or if no Manager, then to the Board of Directors.
- 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.
- The Board or its authorized agent(s) should review the written complaint and supporting documents, if any.
- 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.
- Notwithstanding reports from Owners, the Association may also conduct its own inspections and send notices of violations to Owners.
- 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.

Schedule for fines that are not specifically identified in the Rules and Regulations: The Board adopts the following fine procedure and accompanying amounts:

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.

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 \$50.00, 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.

Third Notice of Violation: The Association will assess an Additional Monetary Penalty, in the amount of \$100.00, 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.

Additional Monetary Penalties: After the imposition of the Initial Monetary Penalty and the Additional Monetary Penalty, another penalty, increasing by increments of \$50.00 from the previous fine 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.

Right of Self-Help: The Association has the right (but not the obligation) to enter the Owner's Property and to provide all maintenance and repairs that are necessary to remove the violation. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the Owner for the costs of all maintenance and repairs performed by the Association.

Appeal Process:

- When a violation notice is sent to an owner, such notice shall include a statement notifying the owner that he/she has the "RIGHT OF APPEAL".
- When an owner desires to appeal a violation, he/she must so notify the management company in writing

by certified mail within fourteen (14) days of the date of the violation notice.

- Appeals shall demonstrate *extenuating circumstances* which require deviation from the CC&Rs and/or guidelines.
- Appeals shall include all pertinent backup information to support the existence of the *extenuating circumstance*.
- Any appeal that does not meet the above requirements shall not be heard by the Board of Directors and shall be considered DENIED.
- The Owner appealing the violation as the right to request an in-person hearing with the Board during an Open or Executive Meeting. If a hearing is requested, please refer to the Hearings section below.
- If no hearing is requested, the written appeal will be presented to the Board during an executive meeting, and the owner will be notified of the Board's decision.
- All decisions of the Board of Directors are FINAL and may not be further appealed.

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:

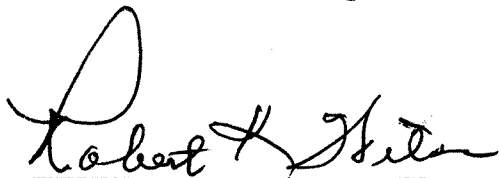
- Alleged violators are entitled to notice and opportunity for a hearing on the merits before a fine is imposed upon them by the Board.
- Notice of violations setting a fine may set forth a date and time for the hearing or allow for the scheduling of a hearing.
- The hearing will be before the Board, with any "interested" board member disqualified to be a part of the hearing panel.
- 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.
- 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.
- Neither the Complainant nor the alleged violator is required to be in attendance at the hearing.
- The presiding officer may also impose other rules of conduct as may be appropriate under the circumstances.
- Unless otherwise requested by the Owner, the hearing may be open or closed to attendance by all Owners.
- The hearing must be fair and impartial to the Owner accused of the violation, as outlined above.
- The Board may render its decision in writing within 30 days, or a longer period as the Board may set.
- 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.
- 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.

I the undersigned duly elected Board Member of Los Racimos Inc, Condominium Association, does hereby certify as evidenced by my signature below, that:

I the undersigned duly elected Board Member of Los Racimos Inc, Condominium Association, does hereby certify as evidenced by my signature below, that:

By resolution of the Board of Directors, during the duly noticed Open Board Meeting on **August 22, 2019**, the foregoing rules and policies have been adopted pursuant to the authority contained in the Arizona Revised Statutes and the Governing Documents of the Association.



Bob Wilson – President

8/22/19

Date



Dave Russell – Vice President

8/22/19

Date



Los Racimos Condominiums

540 N. May St.
Mesa, AZ 85201

