

Los Racimos Condominiums

Rules & Regulations Handbook



**540 N. May St.
Mesa, AZ 85201**

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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 home, you have legally become a member of this association as defined in the documents that you have already received. As such, you are obligated to follow the Home Owners Association rules, defined in the Declaration/Covenants, Conditions and Restrictions (CC&Rs), as well as in the Bylaws and the Rules and Regulations contained in this booklet.

These Rules and Regulations are mostly a condensation in easy to find and understandable form of the most pertinent topics contained within the Los Racimos CC&Rs, Arizona State, Maricopa County and City of Mesa laws, as well as a few Rules and Regulations instituted by the Board of Directors. It is important that you read all documents associated with your purchase and work with your neighbors to maintain the integrity and value of your property.

It is also 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 the occupying persons. If you have any questions, please feel free to contact the management company

BOARD OF DIRECTORS

The Los Racimos Homeowners Association is governed by an elected Board of Directors composed of 5 members who must be owners. Terms of office are for three 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 first meeting after the Annual Meeting of the Owners.

MEETINGS

In addition to the Annual Meetings of members, the Board of Directors meets at the Clubhouse at 6:30 pm on the fourth Thursday of each month. Notices of Board meetings are posted in advance as required by law. Owners are encouraged to attend the meetings and are welcome to speak of topics of interest during the Community Forum.

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 dues, payment of bills, preparation of monthly and annual financial reports, and assistance in the enforcement of Rules and Regulations. All correspondence regarding the association should be directed to:

**Los Racimos HOA
Preferred Communities**

(See contact information for address, phone and website on the back cover of this booklet)

VIOLATIONS

Violations of the CC&Rs or of the HOA Rules and Regulations will be enforced through the use of the Los Racimos Enforcement Policy. Contact the management 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 written requests for a hearing. If the hearing is scheduled, and attended, the Owner is bound by the decision of a majority of the Board.

APPLICABILITY

These Rules shall apply to all Unit Owners, Residents and Tenants and to their families and guests. Any violation of the CC&Rs, 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 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.

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 all families and guests at Los Racimos.

1. Occupancy

No part of the property shall be used for any purpose except housing and the common recreational purposes for which the property was designed. Each unit shall be used as a residence for a single family and guests. No waterbeds are allowed on the second and third floors.

2. Fire Prevention and Storage

1. In accordance to City of Mesa Fire Regulations no charcoal or gas barbecues may be used on the patios or balconies (City Of Mesa 308.3.1). Electric barbeques are allowed as long as they have no open flames and are used in accordance with the manufacturer's instructions.
2. Due to smoke affecting surrounding units, charcoal barbecues are allowed only in the designated Los Racimos barbecue areas. (CC&RS 17).
3. No propane, gasoline or other combustible fluid may be used or stored in the patios, balconies or storage rooms City of Mesa 308.3.1.1).
4. Smoke alarms should be maintained within each unit and in working operational order at all times. (Mesa Code Chapter 6.1.6)
5. Stairwell doors must remain shut at all times. (Mesa Code Chapter 6.1.6)
6. No shopping carts are allowed on the property. Report shopping carts to the management company for removal.
7. The common areas and stairwells of the building shall not be obstructed in any manner. No bicycles, scooters, baby carriages,

toys or similar vehicles shall be allowed to stand or be left unattended in the common areas, hallways, walkways, in front of units and/or stairwells. (CC&Rs 17 paragraph 2)

8. No bicycles, scooters, skate boards, skates, toys or similar items are allowed to be used or ridden in the hallways at any time.
9. No smoking is allowed in the elevators, hallways, staircases, overhangs or the Clubhouse. (A.R.S. 36-601.01)

3. Signs and/or Advertisements

1. No Unit Owner/Resident shall put any signs, posters, or advertisements on any exterior window or interior window that is visible from the exterior of the building, nor on any portion of the building or the common elements of the Condominium (CC&Rs 17 paragraph 7).
2. For Sale, For Lease, Open House and For Rent signs may be placed on a Unit and must be commercially produced. They may not exceed 18" X 24".
3. Political signs may be placed on a Unit as legislative guidelines require only.
4. All signs are prohibited from being placed in the common areas. (A.R.S. 33-1261)

4. Noise

1. Indoor noises must be kept to a minimum at all times because we share walls and ceilings. Amplified music, parties, barking dogs, running, yelling and such can be easily heard by surrounding

neighbors. Remember, your floor may be your neighbor's ceiling (CC&Rs 17. paragraph 3).

2. Between 10:00PM and 8:00 AM noise must be kept at a minimum.
3. Speakers and floor supported musical instruments must be properly isolated from direct contact to floors and walls in order to minimize vibrations. No radio, stereo, broadcast or loudspeaker units or amplifiers of any kind shall be placed outside or be directed outside of the Unit.
4. All chairs that are located on all hard surfaces must have soft "feet" attached to the chair legs to prevent your neighbor below you from hearing noise when the chairs are moved.
5. Running or playing in the elevators, stairwells and hallways is not allowed at any time.
6. Contractor work that creates noise must be conducted between the hours of 7am and 7pm Monday through Saturday only.

5. Architectural/Structural

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.
2. 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. Specifications of what is approved may be obtained from the management company. You may be made to remove your addition if it is not within the proper specifications. All alterations must be maintained and kept in good order at all times.

3. Security and screen doors must conform to HOA specifications. Consult with the management company to obtain the proper guidelines. Screen and security doors must be kept shut at all times.
4. 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.
5. No fence, wall or awning, tower, sign or other structure may be erected on the premises.
6. 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 improvements.
7. Anything that impairs the proper flow and drainage from rain water within a patio enclosure, such as but not limited to, raised beds or pavers extending from the building structures is not allowed. Anything that causes or may cause damage to the retention walls or foundations, such as but not limited to, raised flower beds, trees, shrubbery, shelves and hanging pots is not allowed.

6. Satellite Dishes

1. Buildings are prewired with Cox Communication cable via coaxial input. If cable or internet is not connected to Cox, the coaxial cable may be attached to the main aerial antenna for broadcast TV signal. If the coaxial cable is connected to Cox, an indoor external aerial antenna is needed for broadcast TV signal to be obtained.
2. Satellite dishes must be mounted on the flat roof upon a properly weighted stand-a-dish only. Dishes must not be attached to or perforate the roof, parapet wall or the building itself. The foam roof upon which the dish's stand must be placed upon has a warranty which will become void if any holes to the roof are caused. The cable wiring must be attached to the wall. The cable must be hidden as well as possible and be located in a building corner or crease.
3. Only authorized personnel is given access to the roofs, not homeowners. If satellite dish installation is necessary, the cable person must contact the management company, verify satellite company affiliation and specify to which Unit the installation is associated with.
4. No liability for damages incurred by the Unit's vendors is to be caused to the Management Company or Association, being the responsibility of the Unit performing the installation.
5. Contact the management company to schedule roof access for installation or for further details if the issue ever arises.

7. Window Coverings

1. All windows within the units must be covered with appropriate window treatments. No reflective materials, including but not

limited to, aluminum foil, reflective screens or glass, mirrors, tints or similar type items shall be installed or placed on the outside or inside of any window. (CC&Rs 17. Paragraph 11)

2. The exterior side of all drapes, curtains or other window coverings shall be white, off white, beige or natural wood toned color. (CC&Rs 17. Paragraph 11)
3. All types of window coverings shall be kept in good condition, broken blinds, torn curtains, screens etc. must be replaced immediately.
4. Windows and window screens are the unit owners' responsibility to maintain. The windows are to look uniform throughout the community.
5. Sun screens must be secured on the windows without any rips, tears or damage. Refer to the Architectural Guidelines for specifications of type and color.
6. Window tints are not allowed to be applied to windows or sliding doors.

8. Patio/Balcony Furnishings and Accessories

CC&Rs, Paragraph 17, "...no owner shall permit any personal property to be stored on any patio or balcony which is visible from the exterior of any Building."

1. Except for customary patio furniture in good condition on patios or balconies, and except for plants and sun screens of a type and color approved by the association (consult with the management company for specifications), nothing shall be stored, placed, erected, hung or permitted to be stored upon any patio, balcony,

roof, the common elements, the exterior of the buildings or upon or in the windows or outside of any Unit. CC&Rs, Paragraph 17, Use and Occupancy Restrictions (Page: 46, 42, 50, 39 & 37)

2. Screens hung from the patio or balcony must be 8 ft. in width or the exact width of the patio or balcony opening, be of an outdoor roll up type of a beige or tan color and be kept in good condition. Consult the management company for specifications.
3. Clotheslines are not allowed. Hanging items such as a towel, laundry or rugs over the patio or balcony is not allowed. (CC&Rs, Paragraph 17, "No clotheslines shall be installed on any balcony or patio ...")
4. 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. (CC&Rs 17. paragraph 14)
5. Do not throw cigarette butts over the first floor wall or from balconies into the common areas. Please dispose of them properly. (CC&Rs 17. paragraph 14)
6. No bird feeders of any type are allowed anywhere in patios, balconies or common areas.
7. 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. (CC&Rs 3.2) Unit 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 plant removal.

9. Flags:

1. Each Unit is permitted to have two (2) flagpole on their lot subject to the following reasonable restrictions:
2. The flagpole may not exceed height of ceiling within the patio area.
3. The flagpole may only be attached within the patio or balcony or within the Limited Common Elements belonging to the Unit.
4. Any flagpole located on a patio or balcony must be properly attached so that it will not fall over or blow away.
5. If the flagpole, or its installation, causes damage to any other Unit or the common Elements, the Owner of the Unit shall be responsible for all damage caused.
6. Only the following flags may be displayed, and such flags must be displayed in a manner consistent with the Federal Flag Code (P.L. 94-344): the United States flag, the Arizona state flag, the flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, the POW/MIA flag or an Arizona Indian Nations flag. (A.R.S. 33-1808)
7. Owners installing flagpoles must take reasonable efforts to mitigate the noise created by the flagpole and all related hardware.

10. Pet Policy

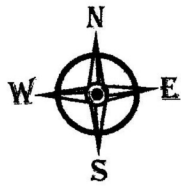
1. No owner shall keep or permit any pets to be kept in a unit other than tropical fish and small caged animals not exceeding a mature weight of five (5) pounds. (CC&Rs 17. paragraph 3) Fish and birds are acceptable if contained in the appropriate tanks and/or cages.

2. Bird feeding is not allowed anywhere in the complex.
3. Feeding of animals in any Common Areas is not allowed.

11. Pool Rules

1. The Association is not liable for injury, property damage, or any kind of loss arising in connection with the use of the pool. There is no lifeguard on duty. Swimming is at your own risk.
2. Pool and Spa hours are 8 am to 10 pm.
3. The use of the pool is expressly limited to Unit Owners/Residents, and their guests. Residents must accompany their guests when using the pool/spa areas. Guests on an extended stay are considered members of the household and may use the facilities unaccompanied. Extended stay guests are subject to all community guidelines.
4. Individuals under the age of 18 must be accompanied and supervised by a responsible adult.
5. It is recommended swimmers use the “buddy system” at all times. No one should swim alone.
6. All entrances to the pool must remain closed and latched at all times. Never leave gates propped open. This is for the safety of all. The Maricopa County Health Department may impose fines and /or close the pool for this violation.
7. Never open the gate for someone who does not have a key.
8. You may be asked to verify residency if at the pool without a key.

9. No glassware of any kind is permitted in the pool area.
10. No barbecues of any type are allowed inside the fenced pool area.
11. Please refrain from running, pushing, and general “horseplay” in or around the pool and spa area. Please keep noise to a minimum so as to not create a disturbance to residents and others enjoying the pool area.
12. Rafts and pool toys are allowed only if congestion and restriction to swimming is not caused.
13. If trash containers are full, residents are to remove their trash to a nearby dumpster.
14. No pets are allowed in the pool/spa area at any time.
15. Proper swim attire is required at all times. Swimming diapers are permitted in the pool.
16. Radios are allowed in the pool area but must be kept at a low volume so as not to intrude on nearby neighbors.
17. Residents are NOT permitted to give their pool key to anyone who does not reside at Los Racimos.
18. Replacement keys are available for a fee from the management company.



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12. Common Area Grills

1. Los Racimos provides grills at certain locations for the exclusive use and enjoyment of Owners/Residents.
2. Grill usage is on a first come first serve basis.
3. When you are finished using the grills, please discard any debris and clean the area on your way out for the next griller.
4. Important Reminder: Please see Patio/Balcony section for City of Mesa City Codes on Open Flames.

13. Clubhouse

1. The Clubhouse is available for private functions and can be rented by Los Racimos owners and their Guests.
2. The clubhouse may be reserved by residents in good standing (i.e. current in the payment of all assessments and other fees along with no open violations of the CC&Rs and Rules).
3. Those wishing to reserve the Clubhouse should contact the Community Manager to do so. Reservations are on a first come, first serve basis.
4. It is requested that cancellations be made at least 48 hours prior to the date of the scheduled function to allow another Owner option to reserve it.
5. Unit Owners/Residents must sign the Clubhouse Reservation Form/Agreement taking full responsibility for any damage that may occur and return it to the office at least 48 hours prior to the event. If the person reserving the Clubhouse is a tenant, authorization from

the Unit owner responsible for damages incurred must be obtained by tenant in advance.

6. The resident or Owner must be present at the function.
7. Subleasing is not allowed.
8. The Clubhouse may not be reserved or used for purposes to gain profit. It may be reserved for social or charitable organizations that a Unit Owner/Resident may be involved in. All such requests will be reviewed and approved by the Board.
9. The Clubhouse is to be thoroughly cleaned immediately after each event. Furniture is to be put back in the original location that it was found prior to the rental. Security Deposit Refund will be issued after inspection of the facilities.
10. The volume of noise or music must be at a reasonable level so as not to disturb Residents and neighbors. Music must cease by 10:00pm Friday and Saturday and by 9pm Sunday through Thursday. All private parties in the clubhouse are to be terminated by 11:00pm.
11. Bathing attire is not permitted in the Clubhouse. Absolutely no wet bathing suits or towels.
12. There is no smoking permitted in the Clubhouse.
13. Please remember to have your guests only park in unassigned parking spaces.
14. Maximum capacity of the Clubhouse is 45 persons.

14. Disposal of Trash

1. Los Racimos provides several places for disposal of trash: there are trash chutes at the end of each staircase, and a larger bin for items not fitting through the chute is found at the ground floor. Large bins are distributed throughout the parking lot. There are trash cans by each entrance, by the Pool areas and by the Clubhouse. Littering is not allowed, please pick up after yourself. Garbage is picked up by the City of Mesa twice a week.
2. No garbage may be placed outside the front doors or left on balconies, patios and walkways or outside the garbage receptacles at any time.
3. The hallway areas are easily damaged and soiled by garbage drippings or other activities during transportation to and from a Unit. Care must be taken to prevent soiling of the surfaces. The cost of carpet or other surfaces cleaning or repair may be assessed to the responsible unit.
4. 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.
5. There is to be no harmful or hazardous waste deposited in the trash dumpsters. This includes but is not limited to, paint cans, asbestos containing material, building debris and anything that is volatile, radioactive, corrosive, combustible, flammable, explosive, biochemical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state or local laws or regulations.

6. All cardboard must be flattened and placed inside the garbage receptacles.
7. It is illegal to dispose of furniture, appliances, construction materials etc. by placing them inside any of the bins or to leave it outside. For the disposal of such items you may:
 - a. If you have the means to transport the item yourself, the City of Mesa provides a one free delivery a month to the City dump.
 - b. If you do not have the means to transport the item, call the City of Mesa at 480 644-6789 to schedule a pick up for a small fee. The same number connects you to the City of Mesa Appliance Recycling Program for the disposal of appliances.
8. A fine may be issued by the association to the Unit Owner responsible for items left behind by Tenants moving out, verify before refunding any Security Deposits.

15. Parking

1. The HOA is not liable for damages or theft to vehicles in the parking lot. Make sure to provide adequate insurance coverage for such perils.
2. Each unit is assigned two parking spaces, one covered, one uncovered. Please park your vehicle only in your pre-assigned space. Any unauthorized cars parked in assigned spaces will be towed at the car's owner's expense.
3. Visitors are to park in the "Visitor" parking spaces only.

4. No parking is allowed at any time in designed areas marked NO PARKING or FIRE LANE. Violators are subject to immediate towing.
5. Parking areas designated as HANDICAP are reserved for our disabled residents only. Parking in these spots require a proper permit or license plate. Violators are subject to immediate towing.
6. No trailers, boats, recreational vehicles, campers, other non-motorized, commercial or construction vehicles may be stored in any parking spaces or common areas of the community. We have RV storage lots available to rent for these items. Contact the management company for information.
7. Motorcycles and mopeds are not allowed on the sidewalks, hallways, landscape areas or in the units.
8. Except for emergency repairs, no motor vehicle may be constructed, reconstructed, serviced or repaired on any portion of the Property.
9. Vehicles may not be stored for extended periods of time within the community without use.
10. Inoperable vehicles, vehicles with: flat tires, broken windows, expired registration, without plates, or in general disrepair are not permitted to be parked in the community and will be subject to tow.
11. No vehicle washing, maintenance, or repair work is allowed in the parking lots.
12. The sale of vehicles in the parking lot is not allowed. No for sale signs or for rent signs of any nature whatsoever shall be

permitted on any part of the property or common areas. (CC&Rs 17.)

13. The use of vehicle covers in good condition is allowed in the parking lots. Covers that are torn, frayed, stained or damaged in any way are not allowed.
14. An emergency contact able to have authorization and means to move any vehicle must be provided in case the vehicle must be moved for maintenance, emergency or contingency. Vehicles not moved within the 72 hours notice will be towed.

16. RV Parking:

As a convenience to our Owners and Residents, Los Racimos provides a gated parking lot with 18 spaces for a small fee for the storage of recreational vehicles not allowed in the regular parking lots. The location is directly north of the tennis courts (enter through parking lot F). Contact the management for availability and pricing.

1. The Association is not liable for damages or theft to vehicles in the RV parking lot. Make sure to provide adequate insurance coverage for such perils.
2. Those wishing to rent a space in the RV parking should contact the Community Manager to do so. Spots are on a first come, first serve basis.
3. Recreational vehicles in general, motor homes, camping trailers, ATVs, dirt bikes, boats, jet skis, etc. and regular automobiles are allowed to be stored at the RV lot.
4. There is a limit of two (2) vehicles per Unit.

5. Inoperable vehicles, vehicles with: flat tires, broken windows, expired registration, without plates, or in general disrepair are not permitted to be parked in the RV lot and will be subject to tow.
6. Vehicles must be currently registered if street legal.
7. The use of vehicle covers in good condition is allowed on the RV parking. Covers that are torn, frayed, stained or damaged in any way are not allowed.
8. Except for emergency repairs, no motor vehicle may be constructed, reconstructed, serviced or repaired in the RV lot.
9. Proof of residence and vehicle ownership matching the current registration form must be shown in order to rent a space.
10. Any RV spaces being rented requires the signed authorization of the Owner responsible for the charges and/or fees incurred.
11. In order to keep current information RV vehicles must re-register once a year.
12. An emergency contact able to have authorization and means to move the vehicle must be provided in case the vehicle must be moved for maintenance, emergency or contingency. Vehicles not moved within the 72 hours notice will be towed.

17. Leasing and Rental of Units

1. **Lease Term:** No condo may be leased for fewer than 30 consecutive days; there will be no sub- leasing.
2. **Single Family:** Units may only be leased to a single family.

3. **Leasing Agent/Manager:** Owners who utilize the services of a manager must insure the agent is aware of and is held responsible for maintaining all leasing requirements. Owners must provide the contact information of a person whom the Association can contact in the event of an emergency. It is the responsibility of the owner to update this information with the management company any time a change occurs.
4. **Rules and Responsibilities:** All tenants must be made aware of all restrictions, rules and regulations. The Unit Owner must provide the lessee with copies of the Rules and Regulations and the Lease must contain a clause stating the tenant has received it.
5. **Leases:** All Leases must be in writing and must include a clause stating the violation of any Association Rules consists of a Breach of Contract. A Unit may not be divided or conveyed on a time basis (time sharing). The Owner must provide the Association with the following Lease information:
 - a) Tenant's names
 - b) Contact information for the adults listed in the Lease
 - c) Duration of Lease
 - d) Vehicle description and plate number

18. Closing Up Tips for Departing

1. Make sure your vehicle has a current registration for the season if you will leave it in the parking lot.
2. Provide Management with an emergency contact and make sure someone in town has keys/access to your unit/vehicle in case it becomes necessary.

3. Verify that your patio, balcony, curtains, etc., are in accordance to the Rules and Regulations.
4. Turn off your water shut offs under your sinks, dishwasher, washing machine, water heater, toilets, etc., or to your unit at the main shut off on your way out. The water shut off valves is located on the ground floor in the ceiling (trap) door directly in line with your unit. Each valve should be marked, but verify the water you shut off is actually to your unit.
5. Leave the circuit breaker on to your air condition/heating units. Set the thermostat to assure a certain minimal amount of air circulation.
6. Stop all delivery of mail, newspaper, bottled water, etc.

19. Interior Water leaks

1. If you notice a water leak in your unit's ceiling or the ceiling of the patio contact the management company immediately.
2. In order to prevent leaks Owners are required to install steel-braided hoses and ball valve shut offs to the toilets, under sinks, washers, dishwashers, ice makers and water dispensers for refrigerators, etc. Water heaters must be properly maintained and regularly inspected, be placed in a protective metal or plastic catch pan, have copper or steel braided hoses with steel connectors, proper and functioning emergency shut off valves and have the water drainage lines inspected and unplugged regularly.
3. Units left vacant for more than seven days must have the main water shut off to the Unit or to the individual water shut offs inside the Unit.

4. If you notice a leak in your Unit or coming from the ceiling below another Unit, contact the management company.

20. Emergency Water Shut Off

If your unit is experiencing continuous water flow from above or you have a water line break and need to shut off the water immediately you must shut off the water valve to the unit. After the water has been shut off contact the resident of the unit and alert them to the problem and contact the management company.

21. Air Conditioning

1. The heat pumps and AC units at Los Racimos are located on the roof. Only authorized personnel is given access to the roofs, not homeowners. If maintenance or repair to a unit is necessary, the repairman must contact the management company. He will be required to verify he is a repairman and to watch Unit the repair is to be performed.
2. The AC units located on the rooftop have Freon and electric lines that feed from each AC unit through the foam roof and subsequently through the walls adjacent to the air handlers of the third, second and first floors respectively. In case these lines going down to the second and/or ground floors need replacement (as per the CC&Rs 12. Maintenance, Repairs, Right of Access and AZ 33-1247) access to the inside of walls must be granted as needed by the units immediately above to allow the repairs to be performed. The cost of the repairs to these walls is to be the responsibility of the Homeowner installing the lines. The contact information to the Units above will be supplied by the management company.

3. The foam roof upon which the AC units are located has a warranty which will become void if any holes to the roof are caused. If during the replacement or repair of an AC unit a hole must be cut, the roofing company must be contacted to perform the repair in order not to void the roof warranty. This billable repair is the responsibility of the Unit making the AC repair.
4. No owner shall permit anything to be done, or kept in the Unit or Common Elements which would result in the cancellation of insurance of the building or contents thereof or which would be in violation of the law. No liability for damages incurred by the Unit's vendors is to be caused to the Management Company or Association, being the responsibility of the Unit performing the installation.

22. General

Report elevator problems immediately to the management company. Refer to the elevator number.

Report maintenance problems such as lights out, non-functioning door handles, water leaks in hallways, broken sprinklers, etc. to the management company.

23. Useful Numbers

1. Mesa Police (480) 644-2211 – If you see suspicious activity call any time.
2. Narcotics Hotline (480) 644-4264 – If you suspect drug usage or dealing any time.
3. Animal Control (480) 644-2268.

4. Appliance Recycle Program City of Mesa (480) 644-6789 – Call to schedule a pick up to dispose of unwanted items such as furniture items or appliances for a nominal fee.
5. Electronics Recycling may be taken to the Salt River Landfill or to a Best Buy store for proper disposal.
6. Fluorescent bulbs may be taken to the Home Depot for recycling.

REASONABLE ACCOMMODATION/MODIFICATION POLICY

It is the intent of Los Racimos, Inc. (hereafter, the “Association”) to ensure that those owners and residents of the Association who wish to petition the Association to obtain a reasonable accommodation/modification under the Arizona Fair Housing Act and the Federal Fair Housing Act understand the process of obtaining a reasonable accommodation/modification. It is also the intent of the Association to make the acquisition of a reasonable accommodation/modification as easy as possible. Therefore, the Association hereby establishes this Reasonable Accommodation/Modification Policy:

1. Any Owner or Resident within the Association may petition the Association for a reasonable accommodation/modification;
2. Should an Owner or Resident desire to obtain a reasonable accommodation/modification, the Owner or Resident should submit said request in writing to the Association as follows:

- a. Via U.S. Mail:
Los Racimos
c/o Preferred Communities
PO Box 5720
Mesa AZ 85211
 - b. Via Facsimile: 480-649-0902
 - c. Via E-mail: info@gothoa.com
 - d. Via Personal Delivery:
Preferred Communities
1134 E University Dr. Ste 114
Mesa, AZ 85203
3. In order to aid the Association in providing a swift decision regarding a reasonable accommodation/modification request, the Owner or Resident may provide the following information:
- a. A letter detailing the reasonable accommodation/modification desired and how the reasonable accommodation/modification will aid the Owner or Resident in his/her or their use and enjoying the residence and a letter from a doctor or other healthcare professional regarding same; or
 - b. A letter from a doctor or other healthcare professional detailing the reasonable accommodation/modification and how the reasonable accommodation/modification will aid the Owner or Resident in his/her or their use and enjoying the residence.

4. Upon receipt of the reasonable accommodation/modification request and all required information, the Association will act on the request within 45 days of receipt.
5. The Board of Directors shall not unreasonably withhold approval of a reasonable accommodation/modification request.
6. Owners and Residents have the right to directly petition the Association's Board of Directors regarding their reasonable accommodation/modification request.
7. Owners and Residents should understand that if a reasonable modification request involves modification or alteration of the common property, Arizona Law states that the Owner or Resident making said request is responsible for all costs concerning said request.



Los Racimos

Managed by:



Preferred Communities

"Loving Where You Live"

480-649-2017

www.gothoa.com

info@gothoa.com