

VENTANA CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

July 14, 2016, September 14, 2017 (revised), April 21, 2022 (revised)

PLEASE POST IN THE UNIT FOR GUESTS AND/OR TENANTS. PLEASE
PROVIDE A COPY OF THE RULES AND REGULATIONS TO THE TENANTS OF
YOUR UNIT

As a property owner at Ventana, you are a member of the Ventana Homeowner's Association. The Homeowner/Member may provide the Management Company and the Board with written consent for their designee to attend the meeting on the Homeowner's/Member's behalf. Our common goal is to protect, preserve, and enhance our property. The following rules are put forth for all Ventana homeowners, residents, guests, rental agents, and rental residents. We are all responsible for maintaining our property and enforcing the rules. All Homeowner's are responsible for reporting violations.

RENTALS:

- 1) No unit may be rented for less than one month and all rentals must be for the whole of the Unit. Unit owners will be held responsible for actions of their rental tenants. Violations of Ventana Rules and Regulations may result in fines against Unit owners.

- 2) Unit owners must notify the HOA Property Manager when a rental tenant moves in or out within 30 days. As per the A.R.S. §33-1260.01 please provide the following tenant information:
 - a) Name
 - b) Time period of the lease (including beginning and ending dates of the tenancy)
 - c) Description and the license plate numbers of the tenant's vehicle

SIGNS: No unit owner or any agent of a unit owner may display "For Sale or Rent" or other similar signs anywhere in or on the common areas. No exterior signs shall be erected or displayed, that violate any provisions of the CC & R'S.

COMMON AREA: There shall be no obstruction of the common area nor shall anything be temporarily or permanently placed upon, stored in or affixed to the common area without the prior written consent of the Board unless expressly permitted by the Rules and Regulations. Nothing shall be done or kept in any unit or in or upon the common elements which will increase the rates of insurance of any building or the contents thereof beyond the rates applicable for units, without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in his unit or in or upon the common elements which will result in the cancellation of insurance on any building, or the contents thereof, or which will be in violation of any law.

PARKING: One parking space under the carport shall be permanently assigned to each unit. Please refer to your Homeowner packet (or see attached) for the carport number assigned to your Unit or contact the Property Manager. Guest parking is available in the uncovered common areas only. No vehicle creating loud or annoying noise is permitted. No storage of any unsightly vehicle, which detracts from the overall property, is allowed. No storage of commercial vehicles, autos, trailers, trucks, campers, RVs, or boats is allowed in any of the common parking areas. Unlicensed or unregistered vehicles are not permitted.

*The Management Company may have any vehicle in violation, towed at the homeowner's / tenant's expense.

PARKING LOT GATES: The East gate is used for entrance into the community only. The West gate is for exit only. Violators of the policy will be subject to fines. In the event of a gate malfunction or breakage or need for remotes or gate codes, please notify the Management Company immediately. The speed limit in the parking lot is 5 MPH (miles per hour). Any damage done to the gates/control panel will be the responsibility of the homeowner/tenant.

PETS: No dogs, cats, birds, reptiles, rabbits, livestock, fowl or poultry, or animals of any kind shall be raised, bred or kept in-any unit or upon the common elements, except as may be permitted by the Association. In no event shall outdoor pens or runs be permitted.

*All pets must be kept inside the Unit and never left unattended on a patio or balcony.

*No pet is allowed to roam unleashed on the common property.

*Owners must clean up and properly dispose of any droppings immediately.

*Pets must not be a disturbance to other Ventana residents.

*Any resident found to be in violation of the above rules (unit owners are responsible for their tenants) will be fined.

TRASH DISPOSAL: No portion of the common elements or other portion of the community shall be used or maintained for the dumping of rubbish or debris except in designated areas. All items must fit in the dumpsters and the lids kept closed. Boxes must be broken down and no material is allowed to be left outside of the dumpsters. Disposal of any *flammable products* or batteries is **STRICTLY PROHIBITED**. The unit owner or their personal vendor must remove all appliances, household items, furniture, and carpeting from the property. No owner/tenant shall keep or store garbage, rubbish, junk, or cause unsightly or unsanitary conditions or substances to exist on patios, balconies, or near units.

BUILDING: The residents shall not cause or permit any clothes, sheets, blankets, laundry, or rugs of any kind or other articles to be hung or displayed on the outside of windows or placed on the outside of window sills, walls or balconies of any building or in any parking area. No signs, balcony enclosures, shutters, radio or television antennae, or aerials, are allowed on the common elements. Unit owners shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the buildings of any parking area. Each unit owner is responsible to promptly report to the Board any defect or need for repairs, which may be the responsibility of the Association. No Unit is to be used for any purpose other than a private residence. No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted, nor shall unshielded floodlights be installed on any unit or on the area around any unit or any balcony without the permission of the Board and Property Manager. Nothing shall be done to any unit on or in the common elements which will impair the structural integrity of any building or which will structurally change any building. No unit owner may make any structural additions, alterations or improvements, including the installation of pet doors (reference item 5 no unattended pets) in or to his unit or in or to the common elements, without the prior written approval of the Board or impair any easement without the prior written approval of the Board as appropriate. Such authorization, however, shall not incur any liability on the part of the Association to any contractor, subcontractor, or material man on account of such addition, alteration, or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

SATELLITE DISHES: Written consent of the Board must be obtained for placement of satellite dishes. Satellite dishes must *not* be placed on any part of the building or common areas unless express written consent is obtained and the placement of said dish is approved by the Board and Property Manager, otherwise they must be on pedestals within a patio or balcony area. Only one satellite dish per unit is allowed.

TITLE TRANSFER: In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current, up to date roster of unit owners, each unit owner shall give the manager of the Association, timely notice of his intent to list his unit for sale. Upon closing of title shall forthwith notify such manager of the names and home addresses of the purchasers.

WINDOWS AND DOORS/SECURITY DOORS: Each unit owner shall be responsible for the maintenance, repair and replacement of all windows of his units, and also the front door and any doors leading onto the balcony, terrace, or patio to their unit. The storage doors on the patios or balconies are the responsibility of the unit owner. The installation of sun screens and security doors must have a white frame with gray or black screen. Any change or addition to a unit must be made with like kind and design. An architectural change application (attached) must be submitted in advance for approval by the Board.
(Contact Management for approved design)

NOISE: No noxious or offensive activities shall be carried on, in or upon the common elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the condominium. No immoral, improper, offensive or unlawful use shall be made of any unit; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.

WINDOW COVERINGS: Draperies, blinds, curtains or other window coverings in each unit and on all windows must be maintained at all times. That portion of the window covering visible from the outside of the unit must be **WHITE**. No reflective materials, including but not limited to aluminum foil, reflective screens, glass, mirrors or similar items shall not be permitted or placed inside or outside windows or doors.

UTILITIES: Each unit owner shall pay for his own telephone, and other utilities, which are separately metered or billed to each user by the respective utility company. Water utilities which are not separately metered or billed or which serve common elements shall be treated as part of the common expense.

POOL: Pool rules and hours are posted at the pool and must be followed at all times. Pool users swim at their own risk. Children under the age of 16 must be supervised and in the presence of an adult at all times. Pool gates must be locked at all times per county code. No diving or rough play in the pool. Keep noise level to a minimum as not to disturb other homeowners. Glass containers and pets are NOT permitted in the pool area. Additives to the pool or spa such as bubbles are strictly prohibited. It is the responsibility of the homeowner and guests to keep the pool area clean of debris and dispose of waste properly. The pool umbrellas need to be closed after each use. All violations must be reported to the Management Company. When using the restroom, please lock the deadbolt as you exit.

LIGHTING: No spotlights, floodlights or high intensity lighting shall be placed on any building, structure, balcony, or patio. Mini (no larger than one inch) white non blinking lights are permitted on personal property at any time, but may not be attached to the building or structure.

LANDSCAPING MODIFICATIONS: All requests and concerns regarding the landscaping must be directed to the Management Company. The Board must approve landscape alterations and/or additions. The Board may allow the decisions regarding the landscaping be accomplished by the contracted landscaping company. Any unauthorized changes may result in a fine and/or removal of the change. Any plants, trees, and/or shrubs in entry areas or in pots must be kept in good condition. All shrubs, trees, and plants of any kind on patios or balconies must be maintained or trimmed by the unit owner. These items are not allowed to intrude on common property or to another unit. Violations may result in a fine and removal at the homeowner's expense. Dead plants and empty pots are not allowed on the common areas. No pots are allowed on patio stucco wall or hanging from balconies.

GENERAL: No wind bells, wind chimes, or similar devices shall be permitted on the property. No portable air conditioners or window air conditioners of any kind shall be installed in any unit. No washing of cars or vehicle maintenance is permitted.

HOLIDAY DECORATIONS: All major holiday decorations must not be up for more than 2 weeks before or 2 weeks after a major holiday. The American Flag is an exception to this rule and may be displayed properly at any time.

ARCHITECTURAL CONTROL: All modifications, additions, or changes to the unit must comply with the CC & R document and must receive Board approval. An architectural change application (attached) must be submitted in advance for approval by the Board. Any Architectural changes done before Board approval of Architectural Request form has a standard \$100.00 fine.

ORDER OF PRECEDENCE: If any of these rules are at a variance with the CC & R'S the CC & R'S is the controlling document.

PATIOS/BALCONIES: Patios/balconies should be maintained, kept clean and free of debris. These areas should not be used for storage. Use of appropriate outdoor furniture is acceptable, in-door furniture is not. Umbrellas must be in a stand, within the space of the patio and in good condition.

FIRE SAFETY: All residents are required to comply with the City of Phoenix Fire Codes. Please see City of Phoenix document attached to this set of Rules and Regulations.

VENDORS/CONTRACTORS: Homeowners do not have the authority to give direction to the vendors/contractors that have been hired to maintain the property. Please contact the Property Manager if you have questions or concerns.

FINES: The Board shall have the right to levy reasonable fines for violations of these Rules and Regulations, or any such Rules and Regulations subsequently adopted. See attached for the fine schedule.

FRONT ENTRY AREAS: The front entry area should be accessible to emergency personnel and kept free of debris at all times. Empty pots should be removed as they are unsightly. Your personal items at the front entrance should not hamper the landscaper's job to clear the property of dried leaves. If they are unable to properly complete their job your area may not be cleaned.

SHOPPING CARTS: Shopping carts of any kind are not permitted on Ventana property. Any homeowner (renter) violating this policy will be fined \$100.00 per occurrence. **NOTE: Homeowners will be liable for actions of their renters.**

New rules will be added as needed.

If you see an infringement of the rules, please contact the Management Company immediately! If a crime is in progress or suspected, please call 911 first.

Sometimes it might seem a hardship to comply with the rules, but they make life easier for all of us.

Knowing that we will enforce the Rules and Regulations is part of what makes Ventana a nice place to live and keeps our property values high.

FINES POLICY

The following is the Notification and Fine Policy for **The Ventana Condominiums**:

FINES: No fine shall be imposed without first providing a written warning to the homeowner describing the violation, specific Association standard violated, the date and witness of the violation and stating that failure to correct the violation within the specified time will result in additional notices and fines.

FIRST NOTICE: An initial notice of the violation shall be mailed via regular mail to the Homeowner! Tenant requesting compliance with fourteen (14) days. **NO FINE.**

SECOND NOTICE: If the violation still exists, a second notice requesting compliance within seven (7) days shall be mailed to the Homeowner! Tenant. A **\$50.00 Fine** will be assessed and due immediately with the second notice.

THIRD NOTICE: If the violation still exists, the third notice requesting compliance within seven (7) days shall be mailed to the homeowner! Tenant A **\$100.00 Fine** will be assessed and due immediately with the third notice.

CONTINUING VIOLATIONS: If the violation continues without resolution, after the third notice, the homeowner in violation will be fined \$100.00 weekly or the Board of Directors shall have the option to set higher subsequent fines, remedy the violation and/or take legal action, the cost of which shall be billed to the homeowner and collected in the same manner as assessments.

OWNERS: Unit owners are ultimately responsible for the fines incurred by their tenants.

REPEAT VIOLATIONS: Repeat of a previously cited violation, within six (6) months of original citation, will reinstate the enforcement process of the Notification/Fine level above, beginning at the next subsequent level based on the past violation history.

A/C APPROVAL VIOLATION: If a homeowner has made an Architectural Change without the required prior approval of the Architectural Committee the violation notification will require the homeowner to submit an application for architectural change to the Management Company/Board within 7 days of the date of the notification letter. Upon review at the next scheduled meeting, the homeowner shall be advised of the acceptability or denial of the change. If denied, the homeowner will have 7 days to correct the unapproved change or show proof of scheduling and hiring of vendor to perform the work. If the change correction is not completed within thirty (30) days from the A/C change denial, the above fine process shall be enacted beginning with the Second Notice Level.

VENTANA HOA

ARCHITECTURAL CHANGE APPLICATION

As you are probably aware VENTANA was developed under the Arizona Condominium Act and therefore is designated as a CONDOMINIUM homeowners' association. Ventana was also incorporated as a nonprofit corporation and is also governed by the Nonprofit Corporations Act. Therefore, Ventana is governed by the Condominium Act, the By-Laws, the Articles of Incorporation and the Nonprofit Corporation Act..

Ventana is also governed by Rules and Regulations. The By-Laws state that the Board of Directors shall have all powers necessary or convenient and shall be responsible for the administration of the affairs of the corporation and may do all such acts and things as are not by law, by the Declaration or by the Articles of Incorporation or the By-Laws directed to be exercised solely by the Owners or Members. Furthermore, the Board of Directors shall be responsible to adopt and amend rules and regulations and enforce the same covering the operation and use of all of the property and recreational areas in the complex. As such, the Board of Directors has the responsibility to implement and enforce the governing documents of the Association.

We have attached a copy of an ARCHITECTURAL CHANGE APPLICATION: