

# THE TERRACES AT TIBURON CONDOMINIUM ASSOCIATION, INC.



## The Association Rules

*Adopted by the Board of Directors February 17, 2023*

*Amended 5/23/2024 to change Pool Key verbiage and clarify Visitor Parking*

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## **INTRODUCTION**

The following Association Rules supplement the Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for The Terraces at Tiburon Condominium and any subsequent amendments thereto (the "CC&Rs"). The Board of Directors (the "Board") for The Terraces at Tiburon Condominium Association, Inc. (the "Association") has established the Association Rules pursuant to Section 6.2 of the CC&Rs. The Association Rules shall remain in effect unless or until amended or rescinded by the Board.

Pursuant to Section 6.2 and Section 15.11 of the CC&Rs, in the event of any discrepancies, inconsistencies, or conflicts between the Association Rules and the CC&Rs, the CC&Rs shall prevail in all instances. Capitalized terms shall have the same meaning assigned to them in the CC&Rs.

It is the responsibility of each resident, whether a Unit Owner or tenant, to become familiar with the Association Rules and abide by them. It is the Owner's responsibility to provide a copy of the Association Rules to their tenant(s). Guests must also abide by the Association Rules.

The Board is responsible for establishing rules that promote the health and welfare of all residents. It is also responsible for the fair but firm enforcement of those rules. The Board solicits your cooperation in keeping The Terraces at Tiburon community an attractive place to live and a community in which all residents can take pride.

The policies set forth or reflected in the Association Rules are designed as guidelines for good community relations and to protect the investment of the Owners.

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The owner of a Unit is the individual(s) or entity who possesses title to the Unit via a recorded deed for the Unit. See CC&Rs, Section 1.8

## **GENERAL INFORMATION**

### **Condominium Documents**

The Condominium Documents, including the CC&Rs and the Association Rules, may be accessed by visiting the Association's website at: <http://www.wearevision.com/>.

### **Management of the Association**

Vision Community Management ("Vision") currently serves as the Association's property manager. Vision's contact information is set forth below:

**Vision Community Management**  
**16625 S Desert Foothills Pkwy | Phoenix, AZ 85048**  
**Office: (480) 759-4945 Fax: (480) 759-8683**  
**Email: [TerracesTiburon@WeAreVision.com](mailto:TerracesTiburon@WeAreVision.com)**  
**AFTER HOURS EMERGENCY: 480-759-4945, Option 5**

All resident questions, concerns and complaints should be directed to Vision, including, but not limited to, the following:

- Emergencies, such as damage caused by a fallen tree, irrigation/water leaks, fire, vandalism to the General Common Elements (the "Common Elements"), or other major issues that require immediate attention.
- Roof leaks.
- Irrigation leaks (sprinkler or drip).

Residents should not contact individual Board members to communicate questions, concerns or complaints. Unit Owners may address questions, concerns or complaints with the Board at scheduled Board meetings.

### **Owner Registration**

A Unit Owner must complete and submit an Owner Information/Agent Authorization Form to Vision within 10 business days after acquiring title to a Unit. The Owner Information/Agent Authorization Form is available on the the Association's website.

In a case of an emergency, Vision may need to immediately contact a Unit Owner. An Owner must complete and submit the Emergency Contact Information Form within 10 business days after acquiring title to a Unit. The Emergency Contact Information Form is available on the Association's website.

### **Water Issues**

Residents, and vendors acting on their behalf, shall not turn off the water meter or community-served pipes, which provide water to the entire Building without first

contacting Vision. If a resident or vendor acting on their behalf shuts off the water to the Building, the Unit Owner may be held liable for any cost incurred by the Association to turn the water turn back on. The cost of repair and/or replacement for any damage to the Common Elements caused by a resident or their vendor shall be the responsibility of the Unit Owner.

A resident or their vendor may turn off the water valve that serves their Unit exclusively, for purposes of repairs and maintenance.

If a resident cannot access water within their Unit, they must contact Vision.

### **Units with Basements**

Owners of Units with basements must promptly notify Vision of any of the following:

- Water in the basement.
- Cracks in the basement foundation.
- Tree roots intruding into basement pipes.

### **Lost FOBS**

Please contact Vision to obtain a replacement for a lost pool fob. The charge for a replacement fob is \$25.00. Please contact the United States Postal Service to obtain a replacement for a mailbox key.

### **Interior Pipe Leaks**

A Unit Owner should not ignore signs of leaks, such as damp walls and/or floors, dripping sounds, or mildew odor. Please note that the Association has adopted and recorded a resolution regarding Owner liability related to interior damage caused to a Unit as a result of a water leak from an interior water pipe. Please contact Vision if you would like a copy of this resolution.

Residents leaving their Units for extended periods of time must turn off the water supply that exclusively serves their Unit to avoid damage.

### **Insurance**

The Association's property insurance policy is what is commonly referred to as, a "Bare – Walls Policy." Please refer to the Terraces at Tiburon Condominium Association, Inc., Board Resolution, Amended and Restated Rules Governing Maintenance, Insurance and Mold Remediation, attached hereto as **Appendix A**.

A Unit Owner should contact their personal insurance agent to make sure that they are adequately covered, and that their coverage coincides with the Association's insurance. For additional information, please see the information sheet entitled "What a Unit Owner

Needs When Association policy is BARE WALLS” prepared by the Association’s insurance broker and attached hereto as **Appendix B**.

### **Pest Control**

The Association contracts with an exterminator on a monthly basis to spray the exterior of the Buildings. Please contact Vision to report pest concerns affecting the exterior of the Buildings. Please note that roof rats are attracted to pet food. Please do not place any food outside.

Unit Owners are responsible for pest control inside their Unit. Please inquire with Vision for any discounts that may be available to Unit Owners through the Association’s pest control vendor.

### **Fire**

If an uncontrollable fire starts in a Unit, take the following steps:

- Leave the Unit immediately and close the door behind you.
- Use the closest exit or stairway.
- Immediately call 911 from an area that is free from the danger of the fire. Describe the floor and Unit number as well as the street address and what you have observed. Do not assume that the fire has already been reported.

### **Fire Extinguisher**

Each Unit Owner must have a working fire extinguisher that is easily accessible within their Unit. The Fire Department can recommend the fire extinguisher equipment to be purchased for your Unit.

## **THE ASSOCIATION RULES**

### **Animals**

Pets are allowed subject to the following conditions:

1. A Unit may maintain no more than four (4) generally recognized domestic, house pets.
2. Pets shall not make an unreasonable amount of noise, so as to constitute a nuisance.
3. The Unit Owner is responsible for compliance with all applicable, city, county, and state laws concerning pets residing at the Unit.
4. Animals (dogs, cats, etc.) must be leashed and completely under the control of their Owner when present outside of a Unit or enclosed porch/patio, including when present in the Common Elements and on any streets within the Association.

5. Dogs, specifically, must be on a leash, not to exceed six (6') foot (including any extension leashes).
6. An Owner must take steps to ensure that their pet does not urinate or defecate on the Common Elements. If such an incident occurs, **the Owner must immediately remove and dispose of the animal waste.**
7. An Owner must immediately dispose of pet waste from their patio.
8. Animals shall not be left unattended on patios.
9. An Owner is liable for all damage or personal injury caused by their animal.
10. No dog runs, animal pens, or similar enclosures/structures shall be maintained within a Unit or on any patio, which is visible from the exterior of the Building in which the Unit is located.

A Unit Owner must complete and submit a Pet Registration Form within 10 business days of a dog. The Pet Registration Form is available on the Association's website.

### **Association-Specific Political Activity**

Members are allowed to peacefully assemble and use the Association's Common Elements for the purpose of discussing matters related to the Association, including Board elections or recalls, potential or actual ballot issues or revisions to the Condominium Documents, property maintenance or safety issues or any other Association matters.

A Unit Owner may invite one (1) political candidate or non-Unit Owner guest to speak at an assembly of Unit Owners to discuss matters related to the Association. A Unit Owner may post notice of this assembly on the Association's bulletin board(s) located within the Common Elements or the Common Element facilities. Notices may be posted no more than 30 days prior to the assembly and must be removed within 48 hours following the date of the assembly.

The Unit Owner who organizes the assembly is solely liable for the disposal of trash, garbage, food or other refuse/debris resulting from the assembly. Such debris must be properly disposed after the assembly and any cost incurred by the Association to remove any such debris following the assembly shall be the sole responsibility of the Unit Owner.

### **Basketball Goals**

Permanent basketball goals are prohibited. A portable basketball goal may only be placed behind a Unit's garage. The placement of a portable basketball goal by one resident shall not impair another resident's ability to access their Unit's garage. The placement of a portable basketball goal in the street is prohibited.

Portable basketball goals must be stored when not in use, and stored in such a manner so as not to be visible from neighboring property. The Unit Owner is solely responsible for any and all damage caused to neighboring property as a result of the use of the basketball goal, including errant balls. Basketball may only be played between 8 a.m. and 8 p.m.



## **Business Activity**

All Units and Limited Common Elements shall be used exclusively for residential use by a Single Family. No Unit or Limited Common Element shall be used to operate/conduct a business or trade.

## **Clothes Drying Facilities**

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any portion of a Unit or patio so as to be visible from neighboring property.

## **Common Elements Use**

Pursuant to Section 3.4(a) of the CC&Rs, the Board is entitled to adopt reasonable rules and regulations governing the use of the Common Elements (except for the Limited Common Elements).

1. The Association's green spaces and pool (collectively, "Recreational Areas") are private property controlled and managed by the Association, through the Board.
2. No person shall use the Recreational Areas for any commercial purpose.
3. Only Unit Owners who are in good standing with the Association (including not being delinquent with their assessments and not being in violation of the Condominium Documents) and their family members, tenants and guests may use the Recreational Areas.
4. Guests must be accompanied by a Unit Owner or tenant at all times while using the Recreational Areas.
5. Non-residents and unattended guests are subject to being treated as trespassers.
6. Use of the Recreational Areas is at your own risk. Play safely and responsibly. The Association shall not be liable to any person, including any Unit Owner, tenant, other residents, or their respective guests, invitees or users of the Recreational Areas, for any damages or injuries arising out of, or related to, any Owner, tenant, other resident, or their respective guests or users' use of the Recreational Areas.
7. In order to reduce the risk of injury and property damage to persons and property outside of the Recreational Areas, all sports, hobbies or activities that may result in lobbing an errant projectile outside of the Recreational Areas are prohibited (e.g., hitting a golf ball, batting a baseball, etc.).
8. Subject to the Association-Specific Political Activity section contained in the Association Rules, any event involving 6 or more persons shall not be conducted on the Association's green spaces without the prior written approval of the Association. The Association reserves the right, in its sole discretion, to require a security deposit and/or a certificate of adequate liability

insurance naming the Association and its management company as additional insureds as a condition of holding the event.

9. The Association reserves the right, in its sole discretion, to require any person using the Association's Recreational Areas to sign a release of liability and/or indemnification agreement in a form approved by the Board.

**Hours of Operation:** No person shall enter or remain within the Association's green spaces before 6 a.m. or after 8 p.m. Pool use is subject to the Pool Rules set forth in the Association Rules.

**Noise:** Excessive noise and loud music are not allowed. Please be mindful of the impact of noise on surrounding Units and their residents.

**Vehicles:** No person shall operate or park a motorized vehicle within the Association's green spaces.

**Wheeled Devices:** No person shall use a wheeled device such as a bicycle, roller-skates, skateboard, in-line skates, street skates, rollerblades, or scooters within the Association's green spaces.

**Model Aircraft/Drones:** No person shall operate any model aircraft or drone within or over the Recreational Areas.

**Fire/Grills:** Fire is prohibited in the Association's parks, except as required for use of the park grills.

**Fireworks:** All fireworks are prohibited.

**Alcoholic Beverages:** Alcoholic beverages are prohibited in the Recreational Areas.

**Glass Containers:** Glass containers are prohibited in the Recreational Areas.

**Illegal Use of Drugs:** No person shall use any illegal drugs as defined by federal or state laws in the Recreational Areas.

**Dumping and Littering:** Littering and dumping are prohibited. Persons using the Recreational Areas are responsible for removing and disposing of all trash, refuse and waste material.

**Soliciting:** There shall be no soliciting of funds or donations or sales of any goods or services, nor shall any circulars or other advertising material be distributed in the Recreational Areas without the Association's prior written authorization.

**Vandalism:** No person shall vandalize or otherwise purposefully damage the Recreational Areas. The Association will report all acts of vandalism to the police, and will

cooperate with prosecution of such acts. Any destruction, defacing, or damage caused to any of the Recreational Areas is prohibited. Any damage caused to landscape or Common Elements will be the sole obligation of the responsible Unit Owner.

### **Decorative Items**

Decorative plants, such as potted plants, and art and furniture items designed for outdoor display/use, may be displayed within the front entrance to a Unit and the private patio of a Unit without prior approval from the Association. *However*, no decorative item shall be affixed to the exterior surface of the Unit, Building, or Common Elements in any manner that penetrates the paint and/or stucco of the structure.

Plants, flowers and planters (live or artificial) must be clean, well maintained, and may not block access to walkways. Live plants should be maintained in a healthy manner. Live plants/flowers must have a tray placed underneath the planter to prevent water spillage. If the plant dies, it must be replaced within 10 days or the pot removed from the area. No planter shall be affixed to the exterior surface of a Unit, Building, or other Common Element in any manner that penetrates the paint and/or stucco of the structure.

**Please Note:** Damage to any exterior surface of the Unit, Building, or the Common Elements due to the installation or display of a decorative time, will be repaired by the Association, and all expenses incurred by the Association shall be sole obligation of the Unit Owner. The Association may enforce collection of any such amount as authorized by the CC&Rs.

### **Flags**

No flag shall be displayed so as to be visible from neighboring property, except for those flags permitted under A.R.S. § 33-1261 ("Statutory Flags"), flags related to a holiday authorized by the Association Rules, and sports/seasonal/welcome flags ("Decorative Flags") identified below.

The display requirements for Statutory Flags are as follows:

1. The flagpole or mounted bracket used to display a flag must not encroach upon the Common Elements or another Owner's property.
2. Only one (1) permanent, freestanding pole will be permitted per Unit, with the capacity of flying no more than two (2) Statutory Flags.
3. No more than two (2) Statutory Flags may be displayed at any one time.
4. The size of the flag shall not exceed three (3') by five (5') feet.
5. Any flagpole located on a patio must be properly weighted so that it will not fall over or blow away.
6. There shall be no penetrations of exterior of the Unit, Building or Common Elements for any flagpole or mounted bracket.
7. Flags must be made of fabric. Flags cannot be plastic, made of colored lights, painted objects, etc.

8. All poles and flags must be maintained in good condition and must comply with all applicable state and federal laws. It is the responsibility of the Owner or resident of the Unit on which a flag is displayed to comply with proper flag etiquette and in a manner consistent with the Federal Flag Code (P.L. 94-344).
9. Flags must be removed during inclement weather.
10. A Unit Owner must take reasonable efforts to mitigate the noise created by the flagpole and all related hardware.
11. If the flagpole or bracket, or its installation, causes damage to any other Unit or the Common Elements, the Unit Owner shall be responsible for all damage caused.
12. The Architectural Committee must approve any lighting of a flag.

Decorative Flags do not require approval from the Architectural Committee provided they are mounted below the Unit's roofline, or located within the Unit's private entry way or patio. Decorative Flags must be maintained in good condition at all times and be removed or replaced if torn, ripped, faded or in a state of disrepair. The display requirements for Decorative Flags are as follows:

1. A seasonal flag must specifically relate to one of the four seasons (fall/autumn, winter, spring and summer).
2. A seasonal flag may only be displayed during the season that it specifically relates to. Any wording displayed on a seasonal flag must specifically relate to one of the four seasons.
3. A sports flag must relate to a professional sports team or collegiate sports team. For example, the Arizona Cardinals, Arizona Diamondbacks, ASU Football, or U of A Basketball.
4. A sports flag may only be displayed during the season in which the sport is played.
5. Wording displayed on a welcome flag shall be limited to the word "Welcome" or other commonly recognized, equivalent greeting.
6. The size of the flag shall not exceed three (3') by five (5') feet.

If the installation of a flagpole or bracket requires penetration of the stucco, the Unit Owner must obtain authorization from the Architectural Committee prior to the installation. The Board shall not unreasonably deny a request to install a flagpole or bracket, but retains the right to approve them subject to the above restrictions.

Any damage caused to the stucco from the approved installation of the flagpole or bracket must be repaired and painted to match the existing stucco. If the Unit Owner fails to do so, the Association will make the repair and all expenses incurred by the Association shall be sole obligation of the Unit Owner. The Association may enforce collection of any such amount as authorized by the CC&Rs.

## **Leasing Rules & Tenant Information**

Section 4.0 and Section 13.7 of the CC&Rs govern the leasing of Units. Any lease is subject to the following restrictions:

1. The lease must be for a **minimum of 30 days**.
2. The entire Unit must be leased. The renting of individual rooms within a Unit is prohibited.
3. The subleasing of a Unit is prohibited.

The Unit Owner is responsible for complying with all applicable city, county, and state ordinances/codes/statutes regarding rental property, including, but not limited to, registering their Unit as a rental property with the Maricopa County Assessor as required by A.R.S. § 33-1902.

Any Unit Owner who leases their Unit shall deliver to the tenant a copy of the CC&Rs, Association Rules and any amendments thereto. A Unit Owner is liable for any violations of the CC&Rs and Association Rules committed by their tenant.

Within 15 days following the commencement of a lease, the Unit Owner must submit the Rental Registration Form to the Association via email at [RentalRegistration@WeAreVision.com](mailto:RentalRegistration@WeAreVision.com), plus a \$25.00 registration fee (for new leases only, not for lease renewals). The Rental Registration Form is available on the Association's website.

## **Machinery and Equipment**

No machinery or equipment of any kind shall be operated, stored or maintained by any resident, except for such machinery or equipment that is usual and customary in the maintenance of residential property or the construction of authorized Improvements. All machinery or equipment must be properly stored in a manner so as not to be visible from neighboring property. No resident may store or place machinery or equipment on any portion of the Common Elements.

## **Noise**

No loud noises, such as shouting, parties, music and TV, shall be permitted in any Unit or patio, after 10:00 p.m. and before 8 a.m., which constitutes an annoyance to others.

No radio, stereo, TV or other broadcast device of any kind, and no amplifiers or speakers of any kind, shall be placed, allowed or maintained outside of a Unit, or directed to the outside of a Unit, including a Unit's private patio.

## **Parking & Other Vehicle Related Matters**

### ***Mandatory Vehicle Registration***

Vehicles of residents must be registered with the Association. A Unit Owner is responsible for ensuring their tenant's vehicles are registered. The Vehicle Registration Form is available on the Association's website.

### ***Unit Garage Use***

Each garage has the capacity for the parking of two vehicles. The storage of residential items in a garage shall not prevent the parking of two vehicles.

### ***Unit Owner / Tenant Parking***

A Unit Owner must park their vehicle(s) in the garage of their Unit, unless they qualified for a Red Owner Tag, in which case they can park in any open spot in the association lot. This tag must be displayed at all times, or their vehicle is subject to be towed.

### ***Guest Parking***

The Association will provide each Unit with one "Guest Parking Hangar". The visitor tags are not to be used for residents or long-term visitor parking. Vehicles are subject to be towed after 72 hours. A visitor who has a Disability Placard may park in any open spot (not exceeding 72 hours). Residents with a Disability Placard must use their garages.

### ***Oversized Vehicles, Trailers and Other Similar Equipment***

No mobile home, motor home, recreational vehicle, boat, trailer of any kind, camper, or similar vehicle or equipment shall be parked on any area within the Association.

### ***Vehicle Repairs and Inoperable Vehicles***

Except for emergency repairs, which must be completed within 12 hours, no vehicle shall be constructed, reconstructed or repaired on any area within the Association. No inoperable vehicle may be stored or parked on any area within the Association. A vehicle shall be deemed "inoperable" if it is not running, does not have a current license tag, is missing parts, placed on blocks, is obviously inoperable, or has one or more flat tire(s), or other signs of non-use.

The changing of oil or other vehicle fluids is prohibited. The surface of the parking areas is to be kept clean of grease and oil. Unit Owners will be responsible for the expense incurred by the Association to clean or repair the parking areas caused by a leaking vehicle, repairs or maintenance.

### ***Prohibited Parking***

The parking of a vehicle (including motorcycles) in any Common Element, designated fire lane, in the area located directly behind a Unit's garage, or in any manner that prevents any resident from accessing their Unit or Unit's garage, is prohibited, subject to the exception set forth below.

**Loading / Unloading of Vehicle Exception:** A resident may park their vehicle behind their Unit's garage for the sole purpose of loading and unloading their vehicle, for a time period not to exceed 30 minutes. A resident must be present at the Unit at all times the vehicle is parked behind the Unit's garage, and available to relocate the vehicle, should a neighboring resident require the removal of the vehicle to access their Unit or Unit's garage.

### ***Moving Vans***

Moving vans may only be parked for the time needed to actively load or unload the van. The moving van must be parked in such a manner, so that vehicles can safely navigate the streets. A moving van shall not prevent a resident from accessing their Unit or their Unit's garage.

### ***Towing***

Any vehicle that is parked in violation of the parking restrictions identified in the CC&Rs and Association Rules is subject to towing.

### **Safety Devices**

Unit Owners are responsible for maintaining the safety devices within their Unit.

#### ***Smoke & Carbon Monoxide Detectors***

Unit Owners must maintain their smoke and/or carbon monoxide detectors installed in their Units. As part of maintenance, Unit Owners are responsible for the replacement of all smoke/carbon monoxide detector batteries.

#### ***Alarms Systems***

A Unit Owner must maintain the alarm system installed within their Unit.

### **Sanitation**

No rubbish, trash, or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Unit or patio. Except for collection days, all rubbish, trash, or debris must be stored in a manner so as not to be visible from neighboring property.

Dumpsters serve as garbage collection stations and are provided by the Association via seven (7) large dumpsters located throughout the property. The Association leases these dumpsters. Any individual who damages a dumpster will be liable for the cost incurred by the Association to repair the damage.

Residents are responsible for placing their trash in the dumpsters. Trash, including cat litter, must be bagged. The dumpster should be closed securely after trash bags are deposited. Trash and debris shall not be piled outside of the dumpsters.

The disposal of bulk items is the responsibility of the resident. Bulk items shall not be placed in or around the dumpsters. No batteries, tires, oil, transmission fluid, paint, rocks, stones, building materials or hazardous waste, shall be disposed of in the dumpsters.

### **Signs**

No signs shall be displayed on the exterior of any Unit or Building, except for those signs authorized by A.R.S. § 33-1261, and name and address signs that do not exceed 9" x 30". Signs authorized by A.R.S. § 33-1261 shall be displayed in compliance with those conditions/restrictions imposed by A.R.S. § 33-1261.

#### ***Association-Specific Political Signs***

Residents may display Association-specific political signs as defined and authorized by, and subject to, the conditions imposed by A.R.S. § 33-1261.

Signs are permitted between the date that the Association provides written or absentee ballots to Unit Owners and three (3) days after the election.

Residents may display a sign concerning a ballot measure that requires a membership vote. Signs are permitted from the date that the Association provides written or absentee ballots to Unit Owners and three (3) days after the deadline for the submission of written or absentee ballots.

The aggregate total dimensions of all association-specific signs on a Unit Owner's property may not exceed nine (9) square feet. The use of profanity, discriminatory text, images, or content based on race, color, religion, sex, familial status, or national origin as prescribed by federal and/or state fair housing law, is prohibited.

A Unit Owner is only authorized to display a sign, indoor or outdoor, on their Unit or Limited Common Element as designated by the CC&Rs, that are doors, walls or patios or other Limited Common Element that touches the Unit, other than the roof. No sign shall



be affixed to any exterior area of a Unit or Limited Common Element that is maintained by the Association, in such a manner so as to damage the exterior paint or stucco.

With the exception of Limited Common Elements and subject to the restrictions set forth in the Association Rules, no sign shall be placed in the Common Elements. If any such sign is displayed in the Common Elements, it will be removed.

### **Storage**

No resident may store or place any item in the Common Elements. Storage sheds within a Unit's private patio are prohibited.

## **POOL RULES**

***There is no lifeguard on duty. All persons use the pool at their own risk.***

It is the responsibility of each resident to become familiar with the Pool Rules. Whether you are an Owner or tenant, all persons residing within the Association must observe and abide by the Pool Rules when using the pool. Guests must also abide by the Pool Rules.

1. The pool hours of operation are from **7 a.m. until 10 p.m.** daily. Hours are subject to change. No music in the pool area before 9:00 a.m. or after 8:00 p.m.
2. The gate to the pool area **MUST BE CLOSED AND LOCKED** at all times. Propping gates open is prohibited. Please check that the gate fully closes as you exit the pool area. **If the pool gate is not closing properly, immediately contact Vision.**
3. Smoking or vaping of any substance is prohibited in the pool area.
4. Children under 14 years of age are not allowed in the pool area without adult supervision.
5. A fob must accompany a Unit Owner or tenant to the pool at all times. Do not loan your fob to another individual.
6. Do not use the pool if you have a communicable illness.
7. No glass of any kind (including but not limited to drinking glasses, wine, beer, soda bottles, etc.) is allowed in the pool area. Any glass breakage requires an immediate shut down of the pool, including drainage, cleaning of the pool and pool area, and inspection before the pool can be refilled and reopened. All expenses incurred by the Association due to broken glass, will be the responsibility of the Unit Owner (or their tenants/guests) who brought the glass into the pool area.
8. No pets are allowed in the pool area.
9. No diving, rough play or roughhousing are permitted in the pool.
10. Pool/patio furniture must remain in the pool area. A towel must be used to protect the pool/patio furniture from residue left by suntan oils, lotions, etc.

11. Personal possessions, such as rafts and pool toys, cannot be stored in the pool area and must be removed when the Owner or tenant exits the pool area.
12. Guests must be accompanied by an Owner or tenant. Owners are responsible for providing copies of these Rules to their tenants and guests, and for ensuring that the behavior of their tenants and guests complies with these Rules.
13. Unless previously approved by the Board, no more than five (5) guests per Unit are allowed to use the pool at one time.
14. Swim attire must be worn in the pool. Cut-offs and street clothes are not permitted in the pool. Towels, swimwear, clothing, shoes, etc. are not allowed to lay on top of, or be hung over, patios or any other railings.
15. No radios, speakers, TVs, or other sound devices are to be played in the pool area. Do not plug appliances or any other electrical devices into the outlets located within the pool area.
16. Safety equipment has been provided for EMERGENCY USE ONLY.
17. Adjustment of any control regulating the pool, light or other common service is prohibited. Pool maintenance crew may temporarily vacate the pool or pool area for purposes of performance pool maintenance/repairs.

# **APPENDIX A**

# Unofficial 20 Document

When recorded, return to:

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## **TERRACES AT TIBURON CONDOMINIUM ASSOCIATION, INC. BOARD RESOLUTION**

### **Amended and Restated Rules Governing Maintenance, Insurance and Mold Remediation**

**(Effective January 1, 2023)**

WHEREAS, the Terraces at Tiburon Condominium Association, Inc. (the "Association") and all Units within the Condominium are governed by the Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for The Terraces at Tiburon Condominium recorded on October 16, 1986 as Document No. 1986-567511, records of Maricopa County, Arizona, and all amendments thereto (collectively, the "Declaration");

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration;

WHEREAS, pursuant to Section 6.2 of the Declaration, the Board has the authority to adopt, and amend and repeal rules that govern, among other things, the use of any area in the Condominium by any Owner and such Owner's lessees, invitees, and family;

WHEREAS, pursuant to Section 10.0(A) of the Declaration, the Association is responsible for property insurance on the General Common Elements and Limited Common Elements (collectively, the "Common Elements");

WHEREAS, effective January 1, 2023, the Association will change its property insurance to a "bare walls" policy, which does not cover any portion of the Units except for the wallboard (i.e., drywall) in the perimeter walls and ceilings (the "Perimeter Wallboard");

WHEREAS, pursuant to Section 10.5 of the Declaration, any loss covered by property insurance obtained by the Association shall be adjusted with the Association, and the insurance proceeds shall be payable to the Association;

WHEREAS, pursuant to A.R.S. § 33-1255(C), unless otherwise provided for in the Declaration, any common expense benefitting fewer than all of the Units shall be assessed exclusively against the Units Benefitted;

WHEREAS, pursuant to A.R.S. § 33-1255(E), if any Common Expense is caused by the misconduct of any Unit Owner, the Association may assess that expense exclusively against that Unit;

WHEREAS, pursuant to Section 5.2 of the Declaration, each Owner shall be liable to the Association, to the extent permitted by Arizona law, for any damage to the General Common Elements or the Improvements, landscaping or equipment thereon, which results from the negligence or willful misconduct of the Owner; the cost to the Association of any such repair, maintenance or replacement required by such act of an Owner shall be paid by said Owner, upon demand, to the Association; and the Association may enforce collection of any such amounts in the same manner and to the same extent as provided for in this Declaration for the collection of Assessments;

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

WHEREAS, the Board wants to ensure that the Owners properly maintain the Units and Limited Common Elements so as to avoid any resulting damage to the Common Elements or adjacent Units;

WHEREAS, the Declaration has no express language on the responsibility for payment of deductibles for work incurred <sup>Unofficial Document</sup>, the Association's insurance policy, if there is coverage, and the Board wishes to clarify its practice under the Declaration;

WHEREAS, on November 24, 2015, the Board adopted a resolution regarding interior damage to Units, which resolution was recorded as Document No. 2015-0859211, records of Maricopa County, Arizona (the "Prior Resolution"); and

WHEREAS, to avoid confusion, the Board wishes to amend, restate and replace the Prior Resolution in its entirety as set forth herein. Effective January 1, 2023, the Prior Resolution shall be of no further force or effect, except to the extent obligations arose under the Prior Resolution. Such obligations shall continue until they are satisfied or fulfilled.

NOW, THEREFORE, based on the power authorized to the Board and the responsibilities of the Owners, the Board hereby adopts the following resolution and makes the provisions below part of the Association's Rules:

**Article I:**  
**Rules Governing Notice and Remediation of Damage Caused by Insurable Events**

1. Upon the occurrence of an event or incident within the Condominium where the damage caused thereby is covered by the Association's property casualty policy, including but not limited to, a water leak or fire ("Insurable Event"), or any event which may potentially constitute an Insurable Event, any Unit Owner impacted thereby shall

immediately notify the Association of the incident. Accordingly, ***Unit Owners shall immediately notify the Association of (a) any broken or leaking water pipes, toilets, clothes washers or hot water heaters and (b) of any water intrusion into their Unit from the roofs, ceiling, wall, or windows.***

2. Such Owner must email notice to the Association's community manager at the management company within twenty-four (24) hours of the observation of the incident by Owner, tenant or other occupant of the Unit.
3. If an Owner's Unit will be vacant for more than fourteen (14) consecutive days, such Owner must arrange for someone to inspect their Unit at least once a week for the purpose of identifying any potential incident or damage. Such inspector or the Owner must report any evidence thereof to the Association as outlined herein.
4. Upon receiving notice of a potential Insurable Event from an Owner, the Association will arrange for inspection of the Unit and adjacent property to assess the damage.
5. If there is damage to property covered by the Association's property insurance and the damage is determined to be the result of an Insurable Event, the Association will arrange for the damage to be repaired, as necessary or appropriate, and will oversee the repair work. The Association will work with its insurance adjustor, contractors and/or inspectors as necessary to ensure that the work is completed in a timely manner.
6. To the extent that the Association's <sup>Unofficial Document</sup>, managers, inspectors and/or contractors need to access a Unit(s) or Limited Common Element(s) in order to inspect or repair the damage, the Owner thereof shall provide such access upon reasonable notice from the Association.
7. Unless expressly authorized by the Association in writing, the Unit Owner shall refrain from undertaking any repair work to the Perimeter Wallboard or to the Common Elements (with the exception of work necessary to mitigate further damage, such as repairing a burst pipe).
8. Pursuant to Section 5.2 of the Declaration and A.R.S. § 33-1255(E), any Owner who: (1) fails to maintain their Unit in accordance with the Association's Condominium Documents, including the requirements set forth in this Board Resolution, and such failure results in damage to the Common Elements, (2) fails to provide timely notice of an Insurable Event to the Association and such failure results in damage to the Common Elements, (3) improperly undertakes its own work to repair the damage covered by the Association's insurance; and/or (4) fails to provide access to the Unit or Limited Common Elements upon reasonable notice and request from the Association, shall be responsible for any Common Expense (including, without limitation, any deductible) incurred by the Association as a result. The amount of such Common Expense shall be assessed against the Unit.

9. The Owner will be responsible for repairs and associated expenses pertaining to damage to all portions of the Unit, including personal property, except for damage to the Perimeter Wallboard covered by the Association's insurance.

**Article II:**  
**Rules Regarding Payment of the Association's Insurance Deductible and**  
**Costs Less than the Insurance Deductible**

1. The Association shall pay the deductible (or costs of repair less than the deductible for damage that would be covered by the Association's insurance) for all damage to the Common Elements, unless the damage was caused by an Owner's negligence or willful misconduct as set forth in Section 2 of this Article II.
  2. If the negligence or willful misconduct of an Owner (or that Owner's lessees, invitees, and family) causes the damage, the Owner shall be responsible for the full amount of the deductible. In the event that the costs of repair, replacement, or restoration for such damage to a Unit or the Common Elements are less than the insurance deductible, the Owner shall be responsible for full payment of the costs thereof.
  3. If there is damage to the Perimeter Wallboard of a Unit caused by an Insurable Event, then the Owner of the Unit shall be responsible for any portion of the deductible attributable to the costs of repair, replacement, or restoration of the Perimeter Wallboard (or such costs less than the deductible for damage that would be covered by the Association's insurance).
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4. 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 in accordance with Sections 1, 2 and 3 of this Article II. If an Owner is required to pay a deductible, or cost incurred if the amount is less than the deductible, to repair a Unit or the Common Elements, such cost shall be assessed exclusively against the Owner's Unit.
  5. If damage is caused to the Common Elements that is not covered by insurance, and if such damage was caused by the negligence or willful misconduct of an Owner (or that Owner's lessees, invitees, and family), 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.
  6. If damage is caused to one Unit by another Unit that is not covered by the Association's insurance, the Owners of the Units involved shall be responsible for determining who is responsible for paying for the damage. The Association does not intend to get involved in disputes between Owners regarding damage that is not covered by the Association's insurance.
  7. Each Owner needs to be aware of the Association's "bare wall" property insurance coverage and 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 or her insurance carrier.

### **Article III:** **Preventative Maintenance Policy**

#### Section 1: Unit Owner Requirements

The following are required of each Unit Owner:

- A. Any Owner, tenant, or other occupant that leaves their Unit unoccupied for more than seven (7) consecutive days should turn off the water to their Unit to the maximum extent possible.
- B. If an Owner's Unit will be vacant for more than fourteen (14) consecutive days, such Owner must arrange for someone to inspect their Unit at least once a week for the purpose of identifying any potential incident or damage. Such inspector or the Owner must report any evidence thereof to the Association as outlined herein.
- C. Each Unit Owner shall provide the Association with the appropriate contact information for an emergency contact person, including telephone number. Each Owner shall be responsible for updating the information on file with the Association as necessary.

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If a water intrusion or other property damage is caused by the failure of an Owner to comply with these requirements, such failure may constitute negligence or misconduct by that Owner under A.R.S. § 33-1255(E) and/or Section 5.2 of the Declaration.

#### Section 2: Prohibited Actions

The following actions are prohibited:

- A. 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.

In the event that any foreign object has caused the need for repair or service upon a sewer/plumbing line that serves the Unit, the Common Elements, or forms part of any system serving more than one Unit, the cost of such repair or service shall be charged and assessed against such Owner and such assessment shall constitute a lien against the Owner's Unit.

#### Section 3: Recommendations for Preventative Maintenance

The following are recommended best practices to help prevent water leaks or other casualty loss:



- A. 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 shutoff valves.
- B. Install steel-braided washer hoses to replace plain rubber hoses.
- C. Install copper, steel-braided, or nylon mesh tubing on ice makers to replace plain plastic tubing.
- D. 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.
- E. Install copper or steel-braided hoses with steel connectors on any and all dishwasher water connections.
- F. Visually inspect the water heater for leaks and corrosion on a regular basis. Have a licensed plumber check the water heater drain pan and drain line for debris, clean the drain pan and drain line as necessary, flush the water heater to prevent calcium buildup, and check the integrity and operation of the water heater at professionally recommended time increments. Replace water heaters when professionally recommended to do so.
- G. Ensure that the HVAC unit and the portion of any HVAC condensation line that serves only the Unit is inspected and cleaned on a regular basis by a licensed contractor. Change out the air filter for the HVAC Unofficial Documents often as professionally recommended.
- H. Install flood stops or substantially similar hardware on their appliances and other sources of running water (e.g., toilets, sinks, etc.) to the maximum extent possible. Furthermore, after the expiration of the warranty period for any appliance, have a qualified plumber or technician inspect the appliance on a regular basis and provide any needed maintenance.
- I. Avoid putting the following or similar items down a kitchen drain or into the garbage disposal: cooking oils, grease, rice or pasta, animal bones or fats, egg shells, any sort of string vegetable such as asparagus or celery, peeling or rinds of any kind, coffee grounds, paper towels, and large amounts of table scraps at any one time.
- J. Keep a working fire extinguisher on hand within the Unit.

If a water intrusion or other property damage is caused by the failure of an Owner to comply with these ongoing maintenance recommendations, such failure may constitute negligence or misconduct by that Owner under A.R.S. § 33-1255(E) and/or Section 5.2 of the Declaration.

**Article IV**  
**Mold and Mold Remediation**

1. As mold is not covered under the Association's insurance policy, the Owner of the Unit is responsible for all remediation of mold that occurs within a Unit or the Limited Common Elements which the Unit Owner is obligated to maintain. 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 or the Limited Common Elements which the Unit Owner is obligated to maintain, 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. The Owner is also responsible for the cost of remediating any mold to the General Common Elements caused by the negligence or willful misconduct of an Owner (or that Owner's lessees, invitees, and family). All expenses in connection therewith shall be charged to and assessed against such Owner and such assessment shall constitute a lien against the Owner's Unit.

The Board of Directors may amend or modify the rules and policies set forth above by adopting a subsequent Board Resolution.

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# **APPENDIX B**



## What a Unit Owner Needs When Association policy is BARE WALLS The interior of the unit is the Owners responsibility

### COVERAGES FOR YOUR PERSONAL INSURANCE

Almost all condo associations provide basic property coverage for fire, theft and vandalism. These policies will cover the individual units; however, there may be some exclusions. Each year your association is required to mail an insurance disclosure to every owner. It is always a good idea to fax the disclosure to your insurance agent for an annual review of your personal policies.

#### The most important coverage for condo owners are:

**Personal Liability** – Pays damages which you are legally obligated to pay because of bodily injury or property damage resulting from an occurrence.

**Umbrella Liability**- Additional liability coverage, available with your automobile policy.  
*This policy is usually written through your auto policy agent.*

**Personal Property** – Moveable items, such as furniture, clothes, dishes, appliances, computers, etc.

**Building Property** – Covers the interior including Cabinets, fixtures, appliances, wall coverings, carpet or floor coverings, window coverings and anything else that has been installed in the interior of the unit. It is also a good idea to advise your personal carrier of the Master policy deductible, it is the unit owners responsibility to pay for that! Many carriers will cover the HOA policy deductible as it is an important Gap to close!

**Loss of use** – Helps with necessary increase of living expenses if you cannot stay in the condo due to a covered loss.

**Guest Medical** – Will pay reasonable charges for medical, surgical, x-ray, dental, etc. resulting from an occurrence on your property.

**Loss Assessment** – Pays for covered losses in common areas of the association that exceed master policies coverage which result in a special assessment to all unit owners equally.

**Earthquake loss assessment** – pays for losses related to the living units in the event of an earthquake that may result in a special assessment to all unit owners equally.

**Jewelry & Art** - high value jewelry and/or collectibles should be covered under a “scheduled or non scheduled floater”.

*Compliments of:*

