

# **Four Seasons Condominium Association**



## **Rules and Regulations**

**Amended May 22, 2013**

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## **Rules and Regulations**

### **Usage of the Condominium**

- No part of the Condominium shall be used for any purpose except housing for which the Condominium was designed. Each unit shall be used as a private residence.

### **Common Elements**

- No unit owner shall obstruct any of the common elements nor shall any unit owner place or cause or permit anything to be placed on or in any of the common elements (except the areas designated for storage by the Condominium Documents or the Board of Directors) without the approval of the Board.
- Nothing shall be altered or constructed in or removed from the common elements except with the prior written consent of the Board of Directors, as appropriate.
- Holiday decorations may be hung on entry doors only and must be removed within one week of the observed holiday. No holiday decorations may be hung or placed in the common areas.
- The sidewalks, building entrances and stairwells shall be used for no purpose other than for normal transit.
- Lights - There shall be no spotlights or other lights in any unit or on any balcony which may reflect upon or cause glare to neighboring units.
  - a. No Malibu lights may be placed in the common elements and no decorative lighting may be strung up as to be seen by others.
  - b. Exterior lighting must consist of only clear, white or bug light bulbs. No other colors are acceptable.
  - c. No design changes of outdoor lighting fixtures (only original style is allowed).
- All garbage, trash, and recycling materials must be placed in the proper receptacles designated for refuse collection and no garbage, trash, or recycling materials shall be placed elsewhere on any common element.
  - a. All trash must be bagged and secured to fit in the trash bin without spilling over.
  - b. Unwanted furniture, appliances, or other large items are not to be left in back alley, or other common elements. Proper arrangements for pick-up and disposal must be made by the homeowner.
- Mailboxes - Do not hang or tape notices/signs on them. Lost keys are NOT the responsibility of the Association OR the Post Office. In other words, it is the unit owner's responsibility to contact a locksmith to have it re-keyed at their expense.

### **Patios / Balconies**

- Objects are not to be placed on or hung over the railings (this includes potted plants).
- Exterior drapes or sun shades (as can be seen from street level view) are not permitted on any patio or balcony
- Balconies and patios shall not be used as storage areas and shall be kept clean and maintained to the extent as can be seen from the outside.

- Do not shake out rugs or other items from your balcony.
- When sweeping the deck do not sweep debris over the edge, please use a dust pan.
- Be considerate of the neighbor below you when hosing off the deck.
- No blocking of the drainage holes (you will be held personally responsible for any damages caused from the water not being allowed to flow off the deck area).
- Potted plants must have proper drainage to catch the water, so as not to damage the decking and/or cause run-off to units below.
- Only customary patio furniture may be used and must be kept clean and maintained.

### **Open-Flamed Cooking Devices**

- Pursuant to City of Scottsdale Fire Ordinance, charcoal burners, chimineas, barbecues (fixed or portable), and other open flame devices are prohibited on combustible balconies, or within 10 feet of combustible construction
- Storage of barbecues on or under balconies will be allowed in accordance with the written City Fire Department Interpretation and Applications Manual
- The use of propane gas cylinders on balconies is strictly prohibited
- Electric grills or barbecues are allowed to be used for cooking on patios and/or balconies

### **Architectural/Structural Changes**

- ALL exterior changes to the unit must first be submitted in writing to the Management Company and/or Board of Directors for review.
- No alterations or improvements of any of kind shall be made to the fixtures or infrastructure of the unit until the same has been reviewed and approved by the Board in writing.
- All applications for changes to the exterior, fixtures or infrastructure of your residence must be submitted to the Board of Directors via the Management Company. The "Architectural Application" form can be downloaded from the property manager's website: [www.wearevision.com](http://www.wearevision.com)
- Nothing shall be done in any unit or on the common elements that may impair the structural integrity of the building or that may structurally change the building nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Board of Directors.

### **Residents' Responsibilities**

- Each unit owner shall keep the unit in a good state of preservation, repair and cleanliness and shall not sweep or dispose of or permit to be swept or disposed of there from, or from the doors, windows, patios or terraces thereof, any dirt or other substance.
- No improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, orders, rules, requirements, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be complied with.
- Report burned out lights in the community to the Management Company
- Report gates not closing shut and/or locking properly to the Management Company
- All owners and tenants are required to report any unsafe conditions they may observe on

the property to the Management Company and/or Board of Directors.

- Any resident may make a formal complaint to the Management Company regarding violations of the CC&R's or the Rules and Regulations concerning another resident.

### **Noise**

- No unit owner shall make or permit any disturbing noises or do or permit anything that will interfere with the rights, comforts or convenience of other unit owners.
- All unit owners shall keep the volume of any radio, television, musical instrument or other sound producing device in their units sufficiently reduced at all times so as not to disturb other unit owners.
- Despite such reduced volume, no unit owner shall operate or permit to be operated any such sound producing devices in a unit between the hours of 11:00 p.m. and the following 7:00 a.m. if such operation shall disturb or annoy other unit owners. This includes, but is not limited to, the operation of dishwashers, clothes washers, clothes dryers, and vacuum cleaners.

### **Rentals**

- No unit shall be used or rented for transient, hotel or motel purposes.
- Units should be rented for a period of not less than one (1) year, and in any case, may not be rented for a period of less than one (1) month.
- The Management Company and/or Board of Directors must be notified if your Unit is being used as a rental. You must provide them with the lease period, the name and phone number of your tenant and/or your rental agent contact information.
- A copy of the Rules & Regulations must be part of the lease agreement.
- Owners are responsible for ALL actions of their tenants.

### **Pets**

- There will be no breeding of house pets for commercial purposes in the units or on any of the common elements.
- No more than (2) animals may be housed per unit.
- Animals are not allowed to relieve themselves on any of the decks or patios, they must be taken outside of the immediate walkways to do their business.
- All animal owners and custodians shall immediately clean up and properly dispose of feces left by the animal when out exercising their pet.
- All pets must be leashed or otherwise contained when outside the unit and shall not be allowed to run loose.
- No pets will be allowed to make an unreasonable amount of noise at any time DAY or NIGHT. Excessive barking is a violation of the City of Scottsdale ordinance
- No feeding of outdoor animals

## **Storage**

- No personal property may be stored on the common elements except in storage areas designated as such by the Condominium Documents or by the Board of Director
- No right of storage is given other than that of the individually assigned storage shed for all one bedroom units.
- All personal property placed in any portion of the building or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the unit owner and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.

## **Vehicles**

- Bicycles, motorcycles, and mopeds are not to be parked anywhere but in the assigned parking space.
- Residents having a car will be assigned a maximum of one parking space, all other cars must be parked on the street.
- Tenants must park only in their assigned space. Guests must park on the street.

## **Pool**

- Guests are allowed in the pool when accompanied by the resident.
- The pool is to be used only between the hours of 9:00a.m. and 10:00p.m.
- No Resident under the age of 18 years of age will be allowed in or around the pool at any time without the accompaniment of an adult, an adult being that person residing in the same unit over the age of 21.
- Be respectful of other people using the pool and the units surrounding the pool by keeping the music low and noises at reasonable level.
- Take all your belongings from the pool area when you leave i.e. towels, water toys, floats, etc. along with any trash you've produced.
- Straighten up pool furniture before leaving.
- All of the Maricopa County Health Code Regulations below must be observed along with any other posted signs.
  - a. Persons with sore or inflamed eyes, colds, nasal or ear discharges, boils or other acute or obvious skin or body infections, or cuts shall be excluded from the pool.
  - b. No glass allowed within the pool enclosures.
  - c. No animals allowed except for service animals.
  - d. No drinks, candy, tobacco, popcorn, gum, alcohol, or food of any kind shall be permitted in the pool or within the required walkways of the pool.
  - e. Keep gate(s) closed- do no prop open.
  - f. Shower and use the toilet before entering the pool.
  - g. If incontinent, wear tight fitting rubber or plastic pants or a swim diaper.
  - h. Observe all safety regulations.

- NO LIFEGUARD WILL BE ON DUTY
  - a. Persons using the pool facilities do so at their own risk.
  - b. The Association nor Management assumes no responsibility for accident or injury. This does not waive OWNER'S duty of care to prevent injury or property damage where that duty is imposed by law.
- Management reserves the right to close the pool area or to exclude any person from the pool at any time.

### **Charges, Assessments and Complaints**

- All charges, fines, fees, and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Any assessments which are not paid when due shall be delinquent. If not paid within 20 days an 8% delinquency fee will be charged.
- Complaints regarding the management of the Condominium or regarding actions of other unit owners shall be made in writing to the managing agent or the Board of Directors.

## **APPENDIX 1: Rules Violation Disciplinary Process**

Four Seasons Associates, Inc. has established the following Enforcement Policy for Covenants, Conditions and Restrictions (CC&R's) violations enforcement, and any applicable monetary penalties for continuing violations. This Policy will be deemed part of the Association Rules and is subject to amendment or modification at any time by majority vote of the Board. This Enforcement Policy for non-monetary violations is adopted in accordance with Arizona's Condominium Act, Arizona Revised Statutes, Title 33 and the provisions of the CC&R' s and Project Documents, as currently in force and effect.

### **First Notice:**

- A notice will be delivered to the Owner of the property outlining the violation.
- In the event that the Owner of the property can be identified as an absentee Owner, a copy of the violation letter will also be sent to the tenant at the property address.
- The Owner will be given fourteen (14) calendar days to bring the violation into compliance.

### **Second Notice:**

- The Association will issue a second Notice if, after not less than fourteen (14) calendar days from the issuance of the first Notice, the Owner has not corrected or removed (or has chosen not to correct or remove) the violation, or the violation has repeated or returned.
- The Second Notice will inform the Owner that a monetary penalty, not exceeding the Maximum Initial Penalty (as established on the Schedule of Penalties), will be imposed for the violation if the violation is repeated or has not been corrected after fourteen (14) calendar days from the date of the Second Notice.

### **Third Notice and Assessment of Initial Monetary Penalty:**

- The Association will assess an Initial Monetary Penalty if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation has repeated or returned as stated in the time frames in the first and second Notice (14) days.
- All penalty notices may be sent via regular and certified mail. The homeowner will be responsible for a certified fee added to the penalty.

### **Additional Monetary Penalties:**

- After the imposition of the Maximum Monetary Penalty, the full amount of the Additional
- Penalty may be imposed upon subsequent inspections if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation is repeated or has returned.
- Inspections will be conducted to coincide with the terms of the notices.



***Should a period of time of at least 90 days lapse between violations letters of the same offense, the next letter will be a First Notice again.***

**Exception to Notice Procedure**

- Violations posing a threat to the health, safety, and welfare of the community as a whole or any one or more other Owners may require immediate action and thus create exceptions to the foregoing notice provisions.
- Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; or a collapsed structure or tree blocking the road or drivers' lines of vision.

**Right of Self-Help**

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

**Opportunity to be Heard**

The Association recognizes each Owner's right to explain the reasons why there is a violation of the CC&R's or the other Project Documents, particularly if the violation results in a monetary penalty. Before any penalty is assessed, an Owner has the opportunity to request a hearing before the Board of Directors. The Owner must provide timely written request for a hearing. If the hearing is scheduled, the Owner is bound by the decision of a majority of the Board.

**SCHEDULE OF MONETARY PENALTIES**

Violation	Maximum Initial Penalty	Additional Penalties
Signs / Seasonal Decorations	\$10.00	\$25.00
Vehicle Washing	\$25.00	\$50.00
Leasing	\$50.00	\$150.00
Nuisance	\$50.00	\$100.00
Exterior Changes	\$100.00	\$200.00
Items in View	\$10.00	\$25.00
Animals	\$100.00	\$200.00
Pool Rules	\$100.00	\$150.00
Storage	\$25.00	\$50.00
Window Coverings	\$25.00	\$50.00

Additional Infractions	As determined by Board	As determined by Board
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**Questions?**

If you have any further questions please contact the management office at 480-759-4945 or via email to [fourseasons@wearevision.com](mailto:fourseasons@wearevision.com). Please include your name and lot/unit number in your email.

END OF RULES AND REGULATIONS