

**C C & R'S**

When recorded, mail to:  
Arizona Title Ins. & Tr. Co.  
111 West Monroe, Phoenix  
ATTN: Trust Administration  
TRUST 3708

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DECLARATION OF HORIZONTAL PROPERTY REGIME  
and  
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP  
for  
HALLCRAFT VILLAS EAST CONDOMINIUM

02-R MISC.

DECLARATION OF HORIZONTAL PROPERTY REGIME AND ESTAB-  
LISHING A PLAN FOR CONDOMINIUM OWNERSHIP made as of the 29th  
day of June, 1972 by ARIZONA TITLE INSURANCE AND TRUST COMPANY,  
as Trustee, hereinafter referred to as "Grantor".

W I T N E S S E T H :

WHEREAS, Grantor owns certain real property herein  
described; and

WHEREAS, said Grantor will improve said property by  
constructing thereon fifty-five (55) multifamily structures,  
each containing four (4) apartment units, known as HALLCRAFT  
VILLAS EAST, said structures to be constructed in accordance  
with plans and specifications prepared by Donald K. Griffin,  
and on record in the office of the Federal Housing Administra-  
tion (FHA), in the City of Phoenix, State of Arizona, being  
designated as PHA Project No. 611, and consisting of Sheets 1  
through 23, all inclusive; and

WHEREAS, the owners of the apartment units will con-  
stitute an association of owners known as the HALLCRAFT VILLAS  
EAST ASSOCIATION, hereinafter referred to as the "Association",  
which will have the responsibility of administering the con-  
dominium project; managing the recreation area, and establishing  
and collecting monthly assessments; and

WHEREAS, said Grantor hereby establishes by this Declara-  
tion a plan for the individual ownership of the real property  
estates consisting of the area or space contained in each

KII 9534 PAGE 736

of the apartment units in said multifamily structures, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining real property which is hereinafter defined and referred to herein as the "common areas and facilities".

NOW, THEREFORE, said Grantor, the fee owner of the following described real property, to-wit:

That part of the S 1/2 SE 1/4 of Section 19, Township 1 North, Range 4 East, Gila & Salt River Base & Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of said Section 19;

Thence S 89 degrees 06' 50" W 375.00 feet along the South line of said Section 19 to the true point of beginning;

Thence, N 00 degrees 39' 10" W 707.22 feet;  
Thence, N 63 degrees 25' 11" W 751.06 feet;  
Thence, Northwesterly 173.27 feet along the arc of a curve whose central angle is 11 degrees 16' 56" and whose radius point bears S 26 degrees 34' 49" W 879.93 feet;  
Thence, S 7 degrees 36' 40" E 1117.95 feet to a point on the South line of said Section 19.  
Thence, N 89 degrees 06' 50" E 829.48 feet along the South line of said Section 19 to the true point of beginning.

Containing 17.4 acres more or less.

hereby makes the following declaration as to divisions, covenants, restrictions, limitations, conditions and uses to which the above described real property and improvements thereon, consisting of two hundred and twenty (220) apartment units within said fifty-five (55) multifamily structures and appurtenances, may be put, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on said Grantor, its successor and assigns, and all subsequent owners of all or any part of said real property

9534 737

and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns:

A. Said Grantor, in order to establish a plan of condominium ownership for the above-described property and improvements, hereby covenants and agrees that it hereby divides said real property into the following separate freehold estates:

1. The two hundred and twenty (220) separately designated and legally described freehold estates consisting of the spaces or areas, being the area or space contained in the perimeter walls of each of the two hundred and twenty (220) apartment units in said multifamily structures constructed on said property, said spaces being defined and referred to herein as "apartment spaces".
2. A freehold estate consisting of the remaining portion of the real property is described and referred to herein as the common areas and facilities, which definition includes the multifamily structures and the property upon which they are located, and specifically includes, but is not limited to, the land, roof, main walls, slabs, parking spaces, trees, drives, pipes, wires, conduits, air conditioners and ducts, or other public utility lines.

B. For the purpose of this Declaration, the ownership of each apartment space shall include the respective undivided interest in the common areas and facilities specified and established in Paragraph "E" hereof, and each apartment space together with the undivided interest as defined is hereinafter referred to as "family unit".

C. A portion of the common areas and facilities is hereby set aside and allocated for the restricted use of the respective apartment spaces, as hereinafter designated, and as shown on the condominium plan and survey attached hereto, and said areas shall be known as restricted common areas and

9534 738

facilities".

D. The two hundred and twenty (220) individual apartment spaces herein established and which shall be individually conveyed are described as follows:

Apartment Spaces, 1 to 220, inclusive, Hallcraft Villas East Condominium, according to plat of record in Book 141, of Maps, pages 11 et seq., records of Maricopa County, Arizona.

E. The undivided interest in the common areas and facilities hereby established and which shall be conveyed with each respective apartment space is as follows: Apartment Spaces 1 to 220 inclusive, HALLCRAFT VILLAS EAST CONDOMINIUM, an undivided 1/220th interest each.

The above respective undivided interests established and to be conveyed with the respective apartment spaces as indicated above, cannot be changed, and said Grantor, its successors and assigns, and grantees, covenant and agree that the undivided interests in the common areas and facilities and the fee titles to the respective apartment spaces conveyed therewith, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective apartment space even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the apartment space.

F. The proportionate shares of the separate owners of the respective family units in the profits and common expenses in the common areas and facilities shall be 1/220ths and each owner shall be entitled to one vote in the Association.

G. The restricted common areas and facilities allocated for the restricted uses of the respective family units are the parking spaces shown on the attached condominium plat and survey, two of which parking spaces will be allocated to the respective family units by the Association.

II. That attached hereto and made a part hereof as Exhibit "A", is the recorded condominium plat and survey of Hallcraft Villas East, of record in Book 141 of Maps at pages 11 et seq., records of Maricopa County, Arizona, consisting of three (3) sheets as prepared by Coo & Van Loo, Consulting Engineers, dated the 27th day of August, 1971.

The cubic content space of each multifamily structure, each apartment space and the restricted common areas and facilities, with reference to their location on the land, is fully set forth and described in the recorded condominium plat referred to above. All references to vertical dimensions made in this Declaration or on the recorded condominium plat shall be based upon elevation 1,111.43 feet, which is the elevation of a benchmark located at the top of the brass cap in the hand hole at the South 1/4 corner of Section 19, Township 1 North, Range 4 East, Gila & Salt River Base & Meridian.

I. Said Grantor, its successors and assigns, by this Declaration, and all future owners of the family units, by their acceptance of their deeds, covenant and agree as follows:

1. That the common areas and facilities shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.
2. That the apartment spaces shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and social guests and for no other purpose.
3. The owner of the respective apartment spaces shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective apartment space, nor shall said owner be deemed to

own pipes, wires, conduits or other public utility lines running through said respective apartment spaces which are utilized for or serve more than one apartment space, except as tenants in common with the other family unit owners as heretofore provided in Paragraph "E". Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective apartment space, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

4. The owners of the respective apartment spaces agree that if any portion of the common areas and facilities encroaches upon the apartment spaces, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any multifamily structure is partially or totally destroyed, and then rebuilt, the owners of apartment spaces agree that minor encroachments of parts of the common areas and facilities due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist.

5. That the owner of a family unit shall automatically, upon becoming the owner of a family unit or units, be a member of the Association, and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.

6. That the owners of family units covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration, the Bylaws of the Association which are made a part hereof and attached as Exhibit "B", and shall be subject to the terms of a Regulatory Agreement executed by the Association and the Commissioner of the Federal Housing Administration, which Agreement is made a part hereof and is attached as Exhibit "C".

7. That each owner/tenant or occupant of a family unit shall comply with the provisions of this Declaration, the Bylaws, decisions, and resolutions of

the Association or its representatives, and the Regulatory Agreement, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

8. That this Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgagees of all of the mortgages covering the family units unanimously agree to such revocation or amendment by duly recorded instruments.
9. That no owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his family unit.

J. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a lien on such family unit prior to all other liens except only (1) tax liens on the family unit in favor of any assessing unit and special district, and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit by the manager or Board of Directors, acting on behalf of the owners of the family units, in like manner as a mortgage of real property. In any such foreclosure the family unit owner shall be required to pay a reasonable rental for the family unit, if so provided in the Bylaws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Directors, acting on behalf of the owners of the family units, shall have power, unless prohibited herein, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.



KH 9534 REC 742

K. Where the mortgagee of a first mortgage of record or other purchaser of a family unit obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such family unit which became due prior to the acquisition of title to such family unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the family units including such acquirer, his successor and assigns. As used in this Declaration, the term "mortgage" shall include "deed of trust", and "mortgagee" shall include the "beneficiary under a deed of trust".

L. The respective family units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the family unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective family units shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws and Regulatory Agreement attached hereto.

M. In the event any multifamily structure subject to this Declaration is totally or substantially damaged or destroyed, the repair, reconstruction or disposition thereof shall be as provided by an agreement approved by 75% of the owners of the apartment units in such damaged or destroyed multifamily structure.

N. In a voluntary conveyance of a family unit, the

DEC 95 '34 NOV 743

grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

O. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration or in the Bylaws, shall be deemed to be binding on all owners of family units, their successors and assigns.

P. That the Board of Directors of the Association or the Management Agent, or Manager shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

Q. That insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association; and that such payments shall be held in a separate escrow account of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

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K. That so long as said Grantor, its successors and assigns, owns one or more of the family units established and described herein, said Grantor, its successors and assigns shall be subject to the provisions of this Declaration and all Exhibits attached hereto; and said Grantor covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association, the members of such Association and their successors in interest, as their interests may appear, by reason of the establishment of the condominium.

S. The terms "Declaration" and "Condominium Ownership" as used herein shall mean and include the terms "Master Deed" and "Apartment Ownership" respectively.

T. This Declaration supersedes the Declaration of Horizontal Property Regime and Establishing a Plan for Condominium Ownership recorded on October 4, 1971 in Docket 8987 at pages 266 - 296 inclusive.

IN WITNESS WHEREOF, this Declaration has been executed by the Grantor, by and through its officers thereunto duly authorized, as of the 29 day of June, 1972.

ARIZONA TITLE INSURANCE AND TRUST  
COMPANY, as Trustee,

By Stanley W. ...

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

On this 29th day of June, 1972, before me, the undersigned officer, personally appeared STANLEY MATILSEN, who acknowledged himself to be the Assistant Vice-President of ARIZONA TITLE INSURANCE AND TRUST COMPANY, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, as Trustee, by himself as Assistant Vice-President

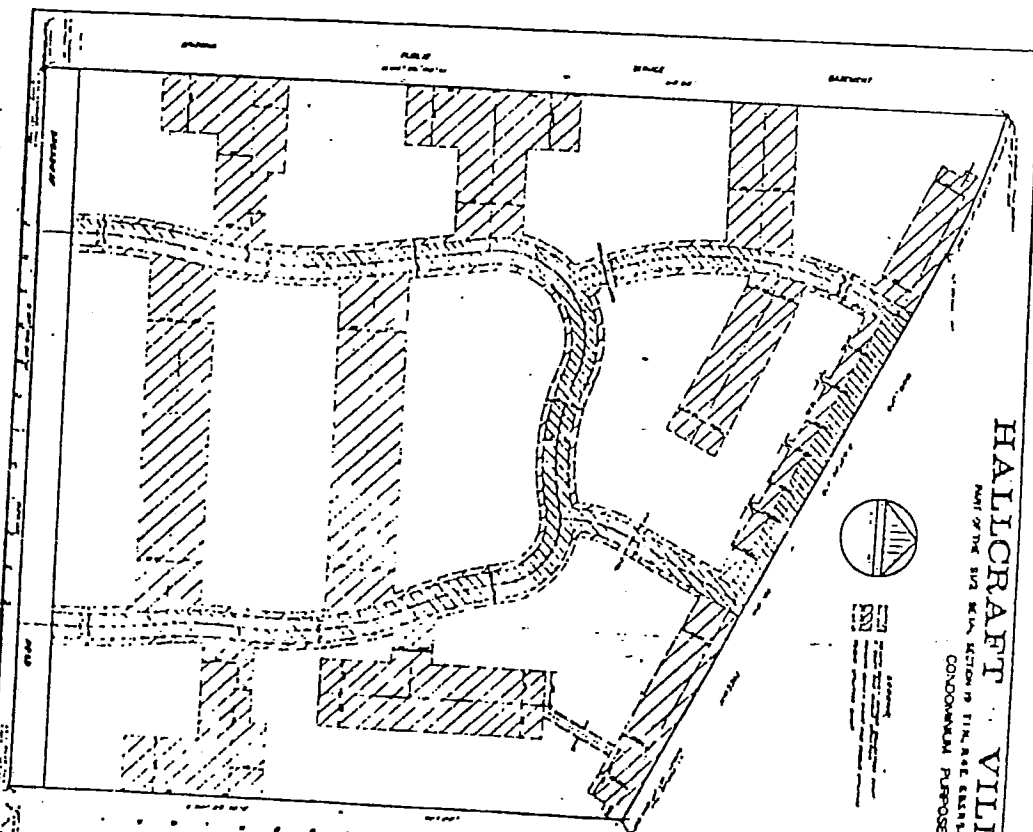
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Mary H. Lawrence*  
Notary Public

My commission expires:  
February 8, 1976



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**HALCRAFT VILLAS EAST**  
 PART OF THE 512 1/2 AC. SECTION 17 T11N, R4E, EASTERN WYOMING COUNTY LANDS  
 GOVERNMENT PURPOSES

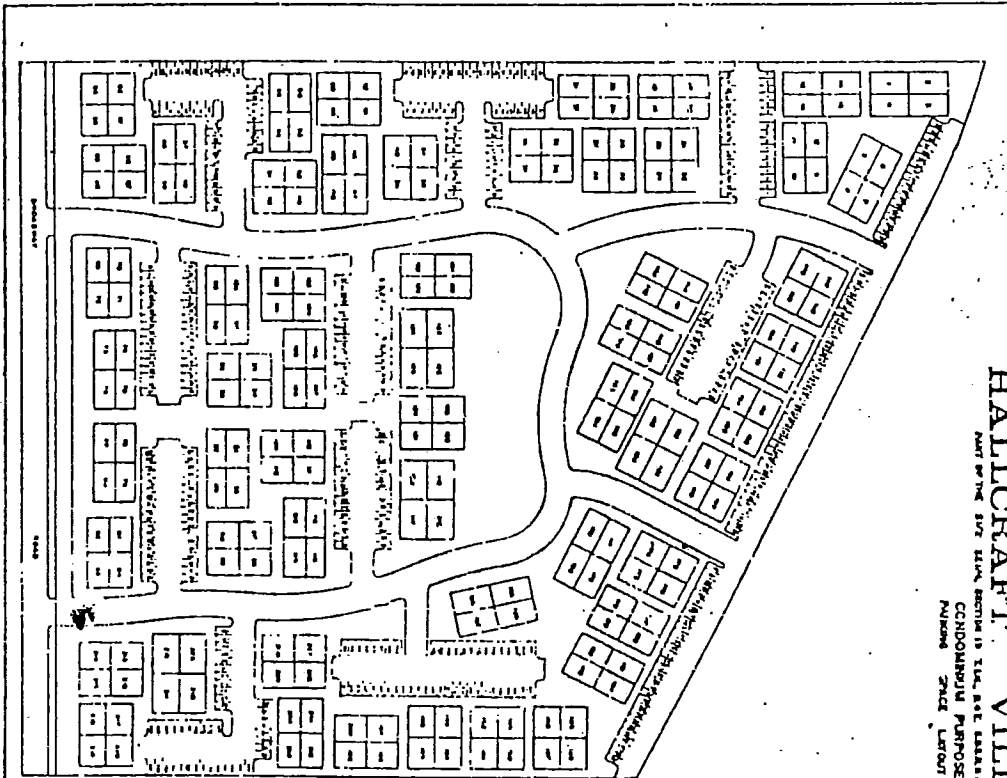


Legend for the diagram:  
 - Solid line: Building Footprint  
 - Dashed line: Driveway  
 - Hatched area: Other structures or features

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*Handwritten notes and signatures:*  
 DEPARTMENT OF LANDS  
 DIVISION OF LANDS  
 WYOMING  
 [Signatures and stamps]

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HALLCRAFT VILLAS EAST

PART OF THE 507 1/2 AC. SECTION 10 T14N, R4E, S44E1/4N, ANNE ARBOR COUNTY, MICHIGAN  
CONDOMINIUM PURPOSES  
PLANNING STAGE LAYOUT

14-11

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EXHIBIT "A"

Form 1-1968  
For use in Condominiums  
in Section 220

REK 9534 REC 749

BY-LAWS OF HALLICRAFT VILLAS EAST CONDOMINIUM

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

Section 1. Apartment Ownership. The project located at 17th Street & Maricopa Highway Street, City of Phoenix, State of Arizona, known as "Hallcraft Villa East" Condominium" is submitted to the provisions of the horizontal property regime laws of Arizona.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and to the Regulatory Agreement, attached as Exhibit "C" to the recorded Plan of Apartment Ownership.

The mere acquisition or rental of any of the family units (hereinafter referred to as "units"), of the project or the mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the Regulatory Agreement are accepted, ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Each owner shall be entitled to one vote.

Section 2. Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentages assigned in the Master Deed.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

Section 5. Cumulative Voting. The provisions of Sec. 10-271, ARS, regarding cumulative voting shall apply to the Association.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the units will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the project, approving the

EXHIBIT "B"



annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

DEPT 9534 PAGE 750

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on \_\_\_\_\_ (Date)\*. Thereafter, the annual meetings of the Association shall be held on the \_\_\_\_\_ (1st, 2nd, 3rd, 4th) \_\_\_\_\_ (Monday, Tuesday, Wednesday, etc.) of \_\_\_\_\_ (month) each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Federal Housing Commissioner or his duly authorized representative. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Notices of all meetings shall be mailed to the Director of the local insuring office of the Federal Housing Administration.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Federal Housing Administration representative, if present.
- (f) Report of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.

#### ARTICLE IV

#### BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of \_\_\_\_\_ persons,\* all of whom must be owners of units in the project.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.
- (b) Collection of monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.

Doc# 9534 PAGE 751

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Association the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting. (If a larger Board of Directors is contemplated, the terms of office should be established in a similar manner so that they will expire in different years.)

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board

See APP 8  
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4/3<sup>rd</sup> of a Quorum

of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

REV 9534 FILE 752

## ARTICLE V

### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. (In the case of an Association of one hundred owners or less the offices of Treasurer and Secretary may be filled by the same person.)

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE VI

### OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the Master Deed. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements as required in the Regulatory Agreement attached as Exhibit "C" to the Plan of Apartment Ownership.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would

effect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damage and liabilities that his failure to do so may engender.

- (b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit, area shall be at the owner's expense.
- (c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

SEE 9534 PAGE 753

**Section 3. Use of Family Units - Internal Changes.**

- (a) All units shall be utilized for residential purposes only.
- (b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within \_\_\_\_\_ days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

**Section 4. Use of Common Areas and Facilities and Restricted Common Areas and Facilities.**

- (a) **Use Regulations.** The common areas and facilities and restricted common areas and facilities shall be used for only such purposes as may be permitted by the Association. An owner shall abide by such rules and regulations as the Association may from time to time adopt relating to the time, manner, and nature of the use of the common areas and facilities and the restricted common areas and facilities.

Note: The provisions of Section 4 are continued on the attached Rider which is incorporated by reference.

**Section 5. Right of Entry.**

- (a) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
- (b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

**Section 6. Rules of Conduct.**

- (a) No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.
- (b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping domestic animals will abide by regulations adopted from time to time by the Association.
- (c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the members of the project.
- (d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.
- (e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(7) No owner, tenant or licensee shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.

6.11.9534 PAGE 754

#### ARTICLE VII

##### AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

Section 1. By-Laws. The By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total value of all units in the project as shown in the Master Deed.

#### ARTICLE VIII

##### MORTGAGEES

Section 1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

#### ARTICLE IX

##### PARTY WALLS

Section 1. Rights and Duties. The rights and duties of the owners of any apartment units within this condominium project with respect to party walls shall be governed by the following:

- (a) Each wall, including patio walls, which is constructed as part of the original construction of the multifamily structure, any part of which is placed on the dividing line between separate apartment units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.
- (b) In the event any such party wall is damaged or destroyed through the act of one adjoining owner, or any of his guests, tenants, licensees, agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the adjoining owner.

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- (c) In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.
- (d) Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.
- (f) In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the owners and the third by the two so chosen or if the two arbitrators cannot agree as to the selection of the third arbitrator within five (5) days, then by any Judge of the Superior Court of Maricopa County, Arizona. A determination of the matter signed by any two of the three arbitrators shall be binding upon the owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after personal receipt of a request in writing for arbitration from the other party then said other party shall have the right and power to choose both arbitrators.
- (g) These covenants shall be binding upon the heirs and assigns of any owners, but no person shall be liable for any act or omission respecting any party wall except such as took place while an owner.

RIDER

Section 4. Use and Maintenance of Common Areas and Facilities and Restricted Common Areas and Facilities (continued).

- (b) Dedications or Transfers. The Association shall have the right to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to in writing by two-thirds (2/3) of the owners.
- (c) Additional Maintenance. In addition to the general maintenance of the common areas and facilities and the restricted common areas and facilities provided in Article IV, Section 3(a), the Association shall:
  - (i) Provide exterior maintenance for each multifamily structure as follows: paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, except glass surfaces, subject to the provisions of Article VI, Section 2(c) hereof.
  - (ii) Provide maintenance for the private sewers located upon the common areas as follows: repair, replace and clean all sewer lines from stub-out to intersection with the public sewer facility.

KT 9534 nu 757

ARTICLE X

PARKING RIGHTS

Section 1. Allocation. Ownership of each family unit shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said family unit as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall assign two (2) vehicle parking spaces to each family unit.

ARTICLE XI

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the statutes relating to condominium projects in Arizona.

In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

Approved by the undersigned this 29th day of June, 1972.

ARIZONA TITLE INSURANCE AND  
TRUST COMPANY, an Arizona  
corporation, as Trustee,

By Stanley M. ...  
Trust Officer



KII 9534 III 758

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

On this 29th day of June, 1972, before me,  
the undersigned officer, personally appeared STANLEY MATHISEN  
who acknowledged himself to be the Trust Officer of ARIZONA TITLE  
INSURANCE AND TRUST COMPANY, and that he as such officer, being  
authorized so to do, executed the foregoing instrument for the  
purposes therein contained, by signing the name of the corporation  
by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal.

*Mary K. Crooner*  
Notary Public

My commission expires:

February 8, 1975



KH 0534 759

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
FEDERAL HOUSING ADMINISTRATION

REGULATORY AGREEMENT

AGREEMENT dated this 79th day of June, 1972, by and between  
HALLCRAFT VILLAS EAST CONDOMINIUM ASSOCIATION (hereinafter called the  
Association) whose address is \_\_\_\_\_,  
party of the first part, and \_\_\_\_\_,  
Housing Commissioner (hereinafter called the Commissioner) acting pursuant to authority granted him by the  
National Housing Act, as amended, (hereinafter referred to as the Act) party of the second part.

WHEREAS, the Association has the responsibility for administering the Hallcraft Villas East  
Condominium and desires to aid members in obtaining financing for the purchase of family units in the condomi-  
nium; and

WHEREAS, mortgagees may be unwilling to lend sums to the members of the Association without FHA  
mortgage insurance; and

WHEREAS, the Commissioner is unwilling to endorse notes for mortgage insurance pursuant to Section  
234 of Title II of the Act unless and until the Association shall be entering into the covenants and agreements  
set forth below, consent to be regulated and restricted by the Commissioner as provided in the Act:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid, and other good and valuable  
considerations by each party to the other, the receipt of which is hereby acknowledged, and in order to induce  
the Commissioner to endorse for mortgage insurance the notes secured by mortgages covering family units in  
the condominium, and in order that the Association may be regulated and restricted by the Commissioner as  
provided for in the Act and the applicable Regulations, the parties hereto agree as follows, that whenever a  
Contract of Mortgage Insurance for a mortgage covering a family unit in the condominium is in effect, or during  
any period of time as the Commissioner shall be the owner, holder, or reinsurer of any mortgage covering a  
family unit in the condominium, or during any time the Commissioner is the owner of a family unit in the con-  
dominium or is obligated to insure a mortgage covering any family unit in the condominium:

1. The Association shall establish and maintain reserve fund for replacements by the allocation and pay-  
ment monthly to such reserve fund an amount to be designated from time to time by the Commissioner.  
Such fund shall be deposited in a special account with a safe and responsible depository approved by  
the Commissioner and may be in the form of a cash deposit or invested in obligations of, or fully  
guaranteed as to principal by, the United States of America. The reserve fund is for the purpose of ef-  
fecting replacements of structural elements and mechanical equipment of the condominium and for such  
other purposes as may be agreed to in writing by the Commissioner. Disbursements from such fund may  
be made only after receiving the consent in writing of the Commissioner.
2. The Association shall establish and maintain a general operating reserve by allocation and payment  
thereto monthly of a sum equivalent to not less than 3 percent of the monthly assessments chargeable  
to the owners of family units in the condominium pursuant to the by-laws. Upon accrual in said Gen-  
eral Operating Reserve Account of an amount equal to 15 percent of the current annual amount of  
assessments chargeable to the owners of family units in the condominium pursuant to the by-laws, the  
rate of such monthly allocations may, by appropriate action of the Association, be reduced from 3 per-  
cent to 2 percent provided, however, that in the event withdrawals from such account reduce it below  
said 15 percent accrual, the rate of such monthly deposits shall immediately be restored to 3 percent;  
at any time thereafter upon accrual in said General Operating Reserve Account of an amount equal to  
25 percent of the current annual amount of assessments chargeable to the owners of family units in the  
condominium pursuant to the by-laws, such monthly deposits may, by appropriate action of the Associa-  
tion, be discontinued and no further deposits need be made into such General Operating Reserve ac-  
count as long as said 25 percent level is maintained and provided, further that upon reduction of such reserve  
below said 25 percent level, monthly deposits shall forthwith be made at the 3 percent rate until the  
25 percent level is restored. This reserve shall remain in a special account and may be in the form of  
cash deposit or invested in obligations of, or fully guaranteed as to principal by, the United States of  
America, and shall at all time be under the control of the Association. This cumulative reserve is in-  
tended to provide a measure of financial stability during periods of special stress and may be used to  
meet deficiencies from time to time as a

EXHIBIT "C"

result of delinquent payments of assessments by owners of family units in the condominium and other contingencies. Disbursements totalling in excess of 20 percent of the total balance in the reserve as of the close of the preceding annual period may not be made during any annual period without the consent of the Commissioner. Reimbursements shall be made to the account upon payment of delinquencies for which funds were withdrawn from the reserve.

DEC 9534 PAGE 760

The Association will not employ a management agent for the buildings nor enter into a management contract nor undertake "self-management" unless the Commissioner has approved in writing the proposed management agent, form of management contract or other management arrangement.

The Association shall not without prior approval of the Commissioner, given in writing, remodel, reconstruct, demolish or subtract from the premises constituting the condominium.

The Association shall not without prior approval of the Commissioner given in writing:

- (a) amend or change the Plan of Apartment Ownership or the by-laws of the Association;
- (b) fail to establish and maintain the Fund for Replacements and general operating reserve as set forth herein;
- (c) fail to provide for the management of the condominium in a manner approved by the Commissioner;
- (d) fail to keep in full force and effect an elevator contract satisfactory to the FHA covering the maintenance and replacement of parts of any elevator or related equipment, or, if such contract shall be allowed to expire, then fail to accrue an additional sum in such amount as shall be designated by the Commissioner to be sufficient to allow for deferred and future replacements as part of the annual Reserve for Replacement Fund collected by the Association so as to insure that Funds will be available for replacement of elevator parts and related equipment.

The Association shall maintain the common areas and facilities, and each owner of a family unit shall maintain the family unit, in good repair and in such condition as will preserve the health and safety of the members.

The books, contracts, records, documents and papers of the Association and all of the property of the condominium shall be subject to inspection and examination by the Commissioner or his duly authorized agent at all reasonable times. The Association shall file with the Commissioner the following reports verified by the signature of such officers of the Association as may be designated and in such form as may be prescribed by the Commissioner:

- (a) monthly operating reports, when required by the Commissioner;
- (b) annual financial reports prepared by a certified public accountant or other person acceptable to the Commissioner, within sixty days after the end of each fiscal year;
- (c) specific answers to questions upon which information is desired from time to time relative to the operation and condition of the property;
- (d) copies of minutes of all owner's meetings certified to by the secretary of the Association within thirty days after such meetings, and, as required by the Commissioner, copies of minutes of directors' meetings.

The Association shall establish and collect from owners of family units monthly assessments pursuant to the conditions set forth herein. Monthly assessments charged to owners during the initial occupancy period shall be made by the Association in accordance with a schedule of charges filed with and approved in writing by the Commissioner prior to the opening of the project for occupancy. Such assessment shall be in an amount sufficient to meet the FHA estimate of management expense, operating expense, and maintenance expense, reserves, and all other expenses of the Association. Subsequent to the initial occupancy period, assessments made by the Association for its accommodations shall be in accordance with a schedule filed with and approved in writing by the Commissioner and shall be in amounts sufficient to meet the Association's estimate of expenses set forth in an operating budget which shall be prepared and submitted to the FHA sixty days prior to the beginning of each fiscal year. The operating budget shall set forth the anticipated income of the Association and a sufficiently detailed estimate of expenses which will include separate estimates for administration expense, operating expense, maintenance expense, utilities, hazard insurance, replacement reserve and operating reserve. Such assessments shall not be changed except with the written approval of the Commissioner. The Association agrees that if at any time the owner of a family unit fails to pay his monthly assessment as provided in the by-laws, the Association will, upon direction of the Commissioner, initiate necessary legal action to collect the assessment.



ALL: MUTUAL MANAGEMENT SERVICES, INC.  
4545 N. 27TH AVE., S. Pk 1-A  
PHOENIX, AZ. 85017

336076

CERTIFICATE OF AMENDMENT TO BY-LAWS  
MALLCRAFT VILLAS EAST CONDOMINIUM

012541K 59

October 23, 1977

The By-Laws of Mallcraft Villas East Condominium were amended as follows at the Sixth Annual Meeting of the Homeowners' Association held on October 23, 1977.

Change Article II, Section 3 to read:

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of 10% of the owners of all units shall constitute a quorum.

Change Article VII, Section 1 to read:

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 51% of the owners of all units.

Douglas K. Carlson  
President

STATE OF ARIZONA }  
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at the office of

M. B. [Signature]  
NOV 14 1977 - 1040

in book 12541  
on page 59

Witness my hand and official seal this 23rd day of October, 1977.  
Tom [Signature]

County Recorder  
By: [Signature]  
Deputy Recorder

2705Z:92882:1

AMENDMENT TO THE BYLAWS OF  
HALLCRAFT VILLAS EAST I, II AND III

ADOPTED BY THE MEMBERS OF THE  
ASSOCIATION ON October 22, 1982

ARTICLE I.

The previous Article I, Section 3 of the ByLaws is hereby deleted and the following substituted therefor:

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these ByLaws, to the Regulatory Agreement, attached as Exhibit "C" to the recorded Plan of Apartment Ownership, and the Declaration of Horizontal Property Regime for Hallcraft Villas East Condominium recorded at Docket 9534, pages 735-745 (the "Declaration").

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these ByLaws, the provisions of the Regulatory Agreement, and those of the Declaration are accepted, ratified and will be complied with.

The following two new Articles are hereby added to provide as follows:

ARTICLE XII.

Section 1. Family units may be rented in accordance with the covenants and restrictions contained in the Declaration provided the occupancy is only by the tenant, members of his family and his social guests. A tenant, like every owner, shall be subject to all provisions of the Declarations, the ByLaws, Regulatory Agreement and Rules and Regulations governing the residency at Hallcraft Villas East I, II and III. It is recommended that a statement to this effect be included in all tenant leases, but the absence of such statement shall not relieve a tenant of the obligations thereby imposed upon him. Each owner shall be fined in an amount equal to and in addition to the then current monthly maintenance fee for each act and/or omission of his tenant which:

- (a) violates any provision contained in the Declaration, ByLaws, Regulatory Agreement or Rules and Regulations;
- (b) causes any property damage to the common elements; or,

- (c) in the opinion of a majority of the Board of Directors for Hallcraft Villas East I, II and III, adversely affects the health, happiness and enjoyment of any other owner or tenant in their occupancy.

Each month during which any such failure by the tenant to meet his obligations as set forth herein remains uncorrected or offending behavior is not modified, the owner shall be fined an additional amount equivalent to and in addition to the then currently assessed monthly maintenance fee.

Section 2. It shall be the responsibility of the owner of each unit so rented to inform the Management Agent of the full name of each tenant, and the license numbers of all vehicles belonging to the tenant, within ten (10) days of the time said tenant shall move into the unit. In the event an owner should fail to provide the information required by this Section to the Management Agent, the owner shall be fined in an amount equivalent to and in addition to the then current monthly maintenance fee for each month during which the owner fails to so comply. Further, in such event, the Board or Management Agent may but is not obligated to attempt to obtain this information directly from the tenant.

Any owner whose unit is being rented as of the effective date of this amendment shall have twenty (20) days from said date to provide the information required herein to the Management Agent, or become subject to fines as set forth herein.

Section 3. All fines as described in Article XII, Sections 1 and 2 hereinabove shall be deemed to be sums assessed by the Association as contemplated by the Declaration, and as such, if not paid when assessed, shall constitute a lien on the owner's unit which may be foreclosed or otherwise collected as provided in paragraph (J) of the Declaration or any other controlling documentation.

#### ARTICLE XIII.

If an owner defaults in making a payment on any sums assessed by the Association, including but not limited to, monthly maintenance fees, special assessments, and fines, or if the owner defaults in the performance or observance of any provisions of the ByLaws, Declaration, Regulatory Agreement, or Rules and Regulations governing the Hallcraft Villas I, II and III Homeowners Association, and the Association has obtained the services of an attorney with respect to said defaults, the owner covenants and agrees to pay to the Association any and all costs or fees involved thereby including all attorneys' fees and costs, regardless of whether or not a suit has been instituted. In the event a suit is instituted, the owner shall also pay the cost of the suit, in addition to other aforesaid costs and fees.






AFFIDAVIT


STATE OF ARIZONA     )  
                              )     ss.  
County of Maricopa    )

- LOU WALLACE, upon his oath being first duly sworn, deposes and says that the Certificate of Amendment to By-Laws attached as an exhibit to the Approval to Amendment to By-Laws of Hallcraft Villas East Condominium recorded immediately prior to this document is a true and correct copy of the original Certificate of Amendment to By-Laws recorded on November 14, 1977, in Docket 12541, page 59, and that said Certificate is an accurate reflection of the amendments to the By-Laws approved by the Homeowners' Association on October 23, 1977.

Further Affiant sayeth naught.

  
\_\_\_\_\_  
LOU WALLACE

Subscribed, sworn to and acknowledged before me this 26<sup>th</sup>  
day of May, 1983.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires Sept. 26, 1985  
\_\_\_\_\_

APPROVAL TO AMENDMENT TO BY-LAWS  
OF  
HALLCRAFT VILLAS EAST CONDOMINIUM

Pursuant to Paragraph 5 of the Regulatory Agreement dated June 29, 1972, between HALLCRAFT VILLAS EAST CONDOMINIUM ASSOCIATION and the Federal Housing Commissioner, recorded on June 30, 1972, in the Office of the Maricopa County Recorder in Docket 9534, pages 759-762, the attached Amendment to the By-Laws of Hallcraft Villas East I, II AND III is hereby approved.

DATED this 22 day of October, 1982.

FEDERAL HOUSING COMMISSIONER

By Zedie J. Judd  
Zedie J. Judd  
Its: ~~Chief, Loan Management Branch~~

STATE OF ARIZONA     )  
                          ) ss.:  
County of Maricopa    )

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, this 22 day of October, 1982, by Zedie J. Judd the Chief, Loan Management Branch of the Federal Housing Commissioner on behalf of said Federal Housing Commissioner.

Abraham A. Hoover  
Notary Public

My Commission Expires:

6-16-83

# **RULES & REGULATIONS**

**HALLCRAFT VILLAS EAST I, II, III  
HOMEOWNERS' ASSOCIATION  
PET POLICY  
RULES AND REGULATIONS**

The following Rules and Regulations are adopted by the Board of Directors and are effective immediately.

1. Each household may not have more than 1 dog or 1 cat.
2. Contained herein is a list of breeds of dogs (or any mix of these breeds) that are not permitted in the Hallcraft Villas East I, II, III Homeowners' Association ("Association"):
  - Akita
  - American Staffordshire Terrier
  - Staffordshire Bull Terrier
  - Chow Chow
  - Doberman Pincher
  - Pitt Bull
  - Rotweiler
  - Wolf (including mixed breeds)
  - German Shephard
2. All pets must be registered with the Association (see attached). Pets registered prior to June 1, 2009, will be grandfathered in with respect to the breed provision outlined above.
3. No animal shall be kept, bred or maintained for commercial purpose.
4. All pets must be leashed or otherwise contained when in any common area within the Association. No pet shall be allowed to run loose.
5. All pets must have proper ID (Collar with ID tags and license as required by law) when in the common area.
6. Pets running loose in the common area with proper ID will:
  - A. Be returned to the owner on the first offense and a written notice will be sent to the owner for documentation.
  - B. On the second occurrence, a Ten (10) day notice will be sent along with a notice for request of a hearing for the pet to be removed from the property. If the pet is not removed from the property, a fine of \$100.00 will be imposed to the owner of record of the lot involved.

7. Pets running loose in the common area without proper ID will be humanely contained and removed to the Humane Society.
8. No pet is allowed to be a nuisance. Barking or whining for an extended period of time will not be allowed.
9. All pet owners are directly responsible for their pets and must immediately clean up after their pet in the common area. Owners of pets not complying are subject to a \$100.00 fine.
10. Non-compliance with any of the provisions outlined above are subject to enforcement as stated in the Association's Fine and Penalty Policy.

# HALLCRAFT VILLAS EAST I, II, III

## FINES AND PENALTIES

Pursuant to A.R.S. Sections 33-1242 and 33-1803, after notice of the violation and an opportunity to be heard, a community association may impose reasonable monetary penalties on lot/unit owners for violations of the declaration, bylaws and rules of the association. These fines and penalties are enforceable in the same manner as unpaid assessments.

Any infraction of these Rules or of any provision of the CC&R's, Articles of Incorporation or By-Laws, by a Member (Owner), family member, tenant, guest, invitee or licensee, shall result in a fine against the applicable Owner and penalized as follows (in addition to any other penalties, disabilities or remedies available to the Association):

- First offense: warning letter to the Owner giving them thirty (30) days to correct the violation
- Second offense: violation letter sent to the Owner giving them ten (10) days to appeal the violation and request a hearing in front of the Board of Directors at the next scheduled Board of Directors meeting (or a time mutually agreed upon by both parties) prior to assessing any monetary penalties. If the Owner fails to appeal the violation within ten (10) days, a \$200.00 fine will be assessed to the Owner's account.<sup>1</sup>
- Third offense: violation letter sent to the Owner giving them ten (10) days to appeal the violation and request a hearing in front of the Board of Directors at the next scheduled Board of Directors meeting (or a time mutually agreed upon by both parties) prior to assessing any monetary penalties. If the Owner fails to appeal the violation within ten (10) days, a \$300.00 fine will be assessed to the Owner's account.
- Fourth offense: the Association will turn the file over to legal counsel to compel compliance through temporary and permanent injunctions. The attorneys' fees and costs incurred by the Association for said action will be assessed to the Owner's account. Furthermore, if the unit in violation is a leased property, the tenant causing the infraction (if applicable) shall be evicted from the unit.

***Each subsequent offense/violation will result in fines being assessed to the Owner's account in \$500.00 increments, accompanied with a letter demanding compliance within ten (10) days and giving the Owner an opportunity to appeal the violation at a hearing before the Board of Directors, prior to assessing any monetary penalties.***

---

<sup>1</sup> The fine for an Owner who makes a change to the exterior of the unit without prior approval from the Board of Directors or Architectural Control Committee is a minimum of \$500.00 to a maximum of \$1,500.00.

(The hearing requirement is satisfied by allowing an opportunity for the Owner to be heard at the next scheduled meeting of the Board of Directors, by written response within ten (10) days of the violation notice, or as otherwise set forth in the notice of violation.)

The Owner so notified has the obligation to find out when and where the next scheduled Board of Directors meeting will be held or to satisfy the requirements of the notice. Failure to satisfy the requirements of the notice or to attend said meeting will constitute a waiver of the right to a hearing by the Owner. In the event of a hearing, any determination by the Board of Directors or designated committee shall be deemed conclusive.

**Any penalties assessed against the Owner(s) may be enforced against the Lot of the Owner(s) in the same manner established in the Declaration in regard to delinquent maintenance assessments.**

(Revised 3/1/09)

**HALLCRAFT VILLAS EAST I, II, III  
HOMEOWNERS' ASSOCIATION**

**RULES AND REGULATIONS**

**INTRODUCTION**

This manual contains the Rules and Regulations established by the Board of Directors of the Hallcraft Villas East I, II, III Homeowners' Association. It is intended to be of benefit to homeowners and tenants alike.

Though these policies may seem to be restrictive in nature, they are designed as guidelines for good community relations.

The provisions contained herein are supplemental to the covenants contained in the document known as the "Declaration of Restrictions," recorded in Maricopa County, Arizona, at Docket 972, pages 587-592.

This manual also incorporates by reference herein the Articles of Incorporation and the Bylaws of this Association. Each member subscribes to the provisions and covenants contained in the afore-described documents by virtue of ownership.

Violation of these Rules and Regulations may result in unnecessary expense to the homeowner or tenant.

Your Board of Directors hopes, however, that these policies will facilitate communications and cooperation throughout Hallcraft Villas East I, II, III.

ADOPTED: March 13, 2007



## TABLE OF CONTENTS

BOARD OF DIRECTORS.....	4
VOTING AND COMPLAINING RIGHTS.....	4
CORPORATE MEETINGS.....	4
Regular Meetings of the Board of Directors.....	4
Special Meetings.....	4
Annual Meetings.....	4
COMPLAINTS.....	5
OPERATION OF BUSINESS ON PREMISES.....	5
DUMPSTERS.....	5
PETS.....	5-6
EXTERIOR CHANGES.....	6-7
1. Trees and shrubs.....	6-7
2. Patio covers, gates, vents, privacy screening, etc.....	7
3. Antennas.....	7-8
4. Changes allowed.....	8
5. Patios.....	8
LEASE/RENTALS.....	9
NOISE.....	9-10
WINDOWS/ACCESS.....	10
PARKING SPACES.....	10
1. Towing.....	10-11
2. No parking.....	11
3. Mechanical repairs.....	11
4. Storage.....	11
5. Abandoned vehicles.....	12
MOTORCYCLES, BIKES, AND SKATES.....	12
MISCHIEVOUS ACTS AND VANDALISM.....	12
SIGNS.....	12
ROOFS/BLOCK WALLS/GATES.....	12
POOL AND SPA RULES.....	13-14
STANDARDS AND GUIDELINES FOR EXTERIOR CHANGES.....	14-15
1. Patio Screens.....	14
2. Patio Covers.....	15
3. Security Bars.....	15
4. Awnings.....	15
FINES AND PENALTIES.....	16

**IMPORTANT PHONE NUMBERS**

In the event of any emergency, such as a fire, the need for police, etc. **CALL 911.**

The numbers listed below are in the 602 area code.

To discuss a matter with the police.....495-5006

**Bus Service:**

Route & Schedule Information..... 253-5000  
Dial-A-Ride.....253-4000  
Ride Sharing.....262-7433

Property Taxes (County)..... 506-8511  
Tenant (Renter Information)..... 262-7210  
Water Meters.....262-6551  
Water-New Accounts / Turn-offs..... 262-6551  
Water Leaks—Main & Hydrants..... 262-6551  
Cable TV (if problems not resolved by Cable Co.)..... 495-0102  
Abandoned Vehicles—Private Property..... 262-7844  
Illegal Dumping..... 256-3190

When calling the management company (AMCOR).....(480) 948-5860  
Service Request - Extension 22 – Tom Anglin  
Block Watch - Extension 17 – Barbara Leabo  
Senior Manager - Extension 16 – Robin Thomas

# **HALLCRAFT VILLAS EAST I, II, III HOMEOWNERS' ASSOCIATION**

## **RULES AND REGULATIONS**

### **BOARD OF DIRECTORS**

The Board of Directors of the Association is composed of five (5) members, elected at the annual meeting of homeowners. Any owner is eligible to become a Board member providing his voting rights are not under suspension.

The purpose of the Board is to function as a central authority and final court for the members of the Association and to provide assistance for those homeowners who cannot obtain satisfactory results through the property Management Company.

### **VOTING AND COMPLAINING RIGHTS**

Each homeowner shall be entitled to one vote for each lot owned. A delinquency in payment of maintenance fees or any other amount due for more than thirty (30) days shall result in automatic suspension of all voting or complaining rights.

### **CORPORATE MEETINGS**

#### **A. Regular meetings of the Board of Directors:**

Regular meetings of the Board of Directors are held quarterly. Meetings are open to all homeowners. Homeowners who wish to attend should contact the Management Company for the time and place of the next meeting.

#### **B. Special Meetings:**

Special meetings may be called at any time by the President, Secretary or by written request of two (2) Board members. However, there must be at least one (1) day prior notice given to each director.

#### **C. Annual Meetings:**

The annual meeting of the Association is held each January. Special meetings may be called at any time by the President or by the Board of Directors or upon presentation of a petition signed by a quorum of the Members of the Association.

## COMPLAINTS

All complaints directed to the Management Company must be made in writing. A Complaint Form is attached hereto for your use.

Complaints lodged by telephone with the Management Company must be followed up in writing to the Management Company.

## OPERATION OF BUSINESS ON PREMISES

The Declaration of Restrictions prohibits any units being used for a business purpose in addition to or instead of a residential purpose. As clarification of that provision of the Declaration, the Board, exercising its discretion, specifically prohibits any resident from engaging in or allowing his visitors to engage in any type of business activities on the premises, whether as a sole proprietor or as an officer, partner, agent or employee of another, involving the exchange of monetary consideration or items of value in return for goods or services of any kind of nature whatsoever. This includes, but is not limited to yard sales.

## DUMPSTERS

Dumpsters serve as garbage collection stations and are located next to the roadways. Residents are responsible for placing their trash in the dumpster serving their respective homes. You are asked to bag your trash, break down boxes, and make sure the door to the dumpsters is securely closed after each use. Trash not placed in the dumpster will not be picked up.

Old appliances, water heaters, discarded furniture, building materials, rocks, stones, bark, car batteries, oil or any toxic material is not to be placed in the dumpster or even along the sides of the dumpster bins. Vendors or workmen should be instructed to remove such items, at their expense, before the homeowner agrees to accept their services.

Homeowners who violate this section, or employ a vendor, who violates this section, will receive an automatic fine of two hundred and fifty dollars (\$250) without warning.

## PETS

Dogs, cats and other domestic household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Each household may not have more than one (1) dog, or (1) cat.

**Pets over twenty (20) pounds in weight are prohibited.**

The leash law is in effect in Phoenix, and here at Hallcraft Villas East I, II, III. You are not permitted to allow your dog or cat to roam free, regardless of the time of day or night. You are not permitted to chain your dog or cat in any common area, including the area in front of or around your front door or outside your patio. Dogs running free are subject to impoundment.

No pet is allowed to be a nuisance. Barking or whining for extended periods of time will not be allowed.

You are requested to walk your pets, and should your pet dirty any common area, you are responsible for cleaning up promptly after the pet. If patio areas are used to kennel pets, they should be cleaned on a daily basis.

Pets are not allowed in swimming pool areas.

Residents who keep pets are required to keep them under control at all times. Whenever dogs are walked, they must be on a leash. Cats should bear an identification tag and must be kept indoors. Cats or dogs roaming the complex will be considered strays; strays may be trapped and turned over to the appropriate animal shelter. Residents are encouraged to report residents who allow cats to roam freely. The offending resident will be fined.

**There will be a fine for violation of these rules. Fines of \$5.00 per day will be issued for violations of this provision.**

### EXTERIOR CHANGES

All proposed exterior changes must be submitted to the Board of Directors in writing, and no exterior changes shall be made without prior approval of the Board, including but not limited to exterior color schemes for doors, window frames and shutters. The block walls surrounding the patios shall not be altered or painted without prior written approval of the Board of Directors.

(In order to obtain Board approval of proposed changes, homeowners must submit a Request for Architectural Change form, available from the Management Company. The form must show detailed drawings and plans of the proposed change.)

All clotheslines, equipment, and storage areas must be concealed from the view of the streets, walkways, and common area.

The purpose of these restrictions is to maintain the architectural integrity of the complex. If exterior change violations are noted by the Board, the Board will request in writing that the homeowner remedy such violation. If the violation is not remedied within thirty (30) days, the Board of Directors will retain legal counsel to compel compliance with the Association's governing documents.

#### 1. Trees and shrubs:

All trees, bushes, shrubs that are inside the patio walls are the homeowner's responsibility and must be kept neatly trimmed. Dead trees, bushes or shrubs must be removed. A notice will be mailed to homeowners who do not remove this identified growth.

The planting of trees and shrubs, and the trimming and pruning of the common ground areas is done by the Homeowners Association. Homeowners/residents are not permitted to plant in the common area.

Owners may plant shrubs inside their patios. Henceforth, trees may not be planted inside the patios. Catclaw vines are also prohibited. When buildings are painted, residents with vines will have to remove them or the obstructions will be removed by the Association at the owner's expense. Damage caused to the stucco or structure by vines or trees will be repaired at the owner's expense.

2. Patio Covers, Gates, Vents, Security Bars, Privacy Screens, Etc.:

There shall be no patio covers, gates, patio vent coverings, security screens, privacy screens, etc. without prior written approval from the Board. PLEASE SEE THE SECTION ON STANDARDS AND GUIDELINES FOR CHANGES.

3. Antennas and Satellite Dishes:

**P1** Receivers not regulated by the FCC, whether attached to a building or structure, or on any Lot, must be approved in writing by the Board of Directors, with such screening and fencing as the Board of Directors may require, prior to installation. **Notwithstanding the foregoing, prior approval of the Board of Directors is not required for (i) an antenna or dish or dish that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter, (ii) an antenna or dish that is designed to receive video programming services via multi point distribution services, including multi channel multi point distribution services, and that is one meter or less in diameter or diagonal measurement, or (iii) an antenna or dish that is designed to receive television broadcast signals, provided, however, that the following requirements shall be adhered to:**

**P2** Antennas and dishes shall be placed, to the extent feasible, in locations that are not visible from ground level view from the street(s) running immediately in front of or along the side of a Lot or adjacent properties provided such restriction does not impair the reception of an acceptable signal. Should such location impair the reception, the antenna or dish shall be placed at the minimum height which provides an acceptable signal and which minimizes visibility from ground level view from such streets and adjacent properties.

**P3** No antennas or dish shall be installed on any storage room or townhome roof.

**P4** Antennas and dishes shall be painted in a fashion that blends into the background against which they are mounted, provided such painting will not interfere with reception. Mounting material, accessories, and cabling shall be painted in a fashion that blends into the background against which they are mounted.

**P5** Outdoor wiring to antennas and dishes shall be routed in such a manner as to minimize or eliminate its visibility from ground level view from such streets, common areas, and adjacent properties.

**6** Guidance should be sought from the Management Company or Board of Directors prior to installation when a Lot owner is uncertain whether he is complying with these provisions. Receivers regulated by the FCC shall be subject to the requirements that are available from the Management Company.

*PM* Cable Television is permitted to be installed at individual units, after written approval is granted by the Board of Directors. A Request for Architectural Change form must be submitted to the Management Company and approval granted prior to a cable television facility (Cox Communications or Qwest) installing cable wire on the exterior of buildings. Cable installation that does not comply with the foregoing is subject to removal by the Management Company.

#### 4. Changes allowed:

The following is a list of changes that will be permitted within the Association without prior written approval from the Board of Directors. These should reflect good taste and planning and are still subject to the approval of the Board if they detract from the general appearance of the complex:

- a) Potted plants or flowers may be placed on the front step as long as they are not attached and can be easily removed.
- b) All holiday decorations, ornamental lighting, flag holders (flags may not be larger than 3 feet x 5 feet), house numbers, etc., should be put up in a manner so as to avoid damage to the townhouse exterior and to preserve the architectural integrity of the building. (Holiday lighting may be put up 30 days before such holiday and must be removed 15 days after the holiday.)

#### PATIOS

The patio area of each unit is the responsibility of the individual unit owner. Patio areas must be kept clean and orderly. Landscaping within the patio areas is to be maintained weed free, neatly trimmed, and adequately watered.

In-door furniture, appliances, and other unsightly items not designed for patio use are prohibited from being stored, placed or maintained on the patio whereas they are visible from the streets, common areas or neighboring units. **Storage of combustible materials is prohibited.**

Acceptable items to be placed on a patio are as follows:

- 1) Patio furniture (i.e., lawn chairs, patio tables, patio chairs);
- 2) Barbecue grills;
- 3) Potted plants.

No items may be stored on the rooftops of the storage rooms or the roof of the dwelling. Appliances (such as refrigerators, washers, etc.) are not to be stored in patio areas.

**If you have questions as to an acceptable item to be stored/placed on your patio, please contact the Management Company for clarification.**

## LEASE/RENTALS

Tenants, like owners, are required to observe all policies, rules and regulations governing residents of Hallcraft Villas East I, II, III. A statement of this nature must be included in the tenant's lease. The Association, The Board of Directors and the Management Company are not responsible for advising tenants of these policies, but in all cases, tenants are obliged to observe these policies.

The Owner(s) shall be responsible for all violations committed by family members, guests, tenants and other occupants and the penalties shall be enforced in the same manner as delinquent maintenance assessments under the Declaration of Restrictions for Hallcraft Villas East I, II, III.

**All leases shall be required to be in writing with a copy forwarded to the Management Company, shall be for a term of thirty (30) days or more, and shall convey no less than all of the Lot.**

**Landlords are responsible for advising tenants of policies and the Rules and Regulations regarding the Association and insuring compliance with the same. Should a tenant receive three (3) notices for the same violation, the Owner must begin eviction proceedings to vacate the tenant from the unit. Furthermore, any evidence of criminal activity including, but not limited to, police department response to domestic violence, criminal activity/damage, vandalism, drug use/distribution/paraphernalia, assault, weapons, gang related activity, etc. will be deemed terms for immediate eviction. Should the landlord fail to evict the tenant pursuant to the foregoing within fifteen (15) days from the date of notification from the Management Company, the Association will retain legal counsel to evict the tenant. All attorneys' fees and costs will be assessed back to the unit owner's account.**

Owners are responsible for providing the Management Company with a completed Association Rental Agreement (See Attached) and copy of the Lease for the property.

## ENTERTAINMENT/NOISE/USE RESTRICTIONS

Every Hallcraft Villas East I, II, III resident is entitled to quiet and peaceful enjoyment of his unit. Loud stereos, televisions and radios, noisy parties, excessive noise from individuals, excessive noise from vehicles, and barking dogs is not permitted. Any noise must not impose upon other residents. Residents who have noise problems at night should contact the City of Phoenix Police Department immediately, and file a written complaint with the Management Company.



Hallcraft Villas East I, II, III is a residential complex. Accordingly, the following conditions will not be tolerated:

- Loud parties/congregating and/or loitering on common ground
- No drug or gang related activities allowed within the Association
- Drinking of alcoholic beverage of any kind on common area
- Barbecuing and/or any types of fires on common ground
- Any behavior or nuisance that affects the peace of neighbors
- Handling, carrying, wearing of a dangerous weapon or firearm and the discharging of fireworks, firearms capable of causing serious physical injury or death is strictly prohibited in all common areas and subject to the most severe penalties. Exceptions: Peace officers, security personnel in the performance of their official duties.
- Window coverings such as blankets, newspaper, sheets, aluminum foil, etc. is prohibited. Approved window coverings are blinds, curtains or shutters. Window coverings must be maintained in good condition at all times.
- Shopping carts are not allowed to be brought into the Association, nor the playing with shopping carts found within the Association.
- Any activity deemed by the Board of Directors to be dangerous to the safety of individuals or property

#### WINDOWS/ACCESS

Broken windows must be replaced in a timely manner. In the interim of replacement, the window opening **must** be boarded up with plywood and the plywood painted to match the exterior of the building.

Vacant units are to be appropriately secured in order to alleviate the accessibility of transients and trespassers entering the unit.

Should the owner failure to comply with the foregoing, the Association will contract to have the areas boarded up and assess the owner's account for the cost incurred.

#### PARKING SPACES

At the present time, two (2) parking spaces are allotted to each unit. You are advised to caution your guests as to where they may park, so they do not violate the parking areas reserved for another unit. Residents are to use their assigned parking only. No resident may use guest parking areas for extra vehicles. A guest is one who is received and entertained for no longer than thirty (30) days. If the stay is to exceed thirty (30) days, written approval for use of a guest parking space must be obtained from the Management Company.

#### 1. Towing:

Any car parked illegally is subject to towing by the Board of Directors or individual homeowners whose parking space(s) is/are violated.

“Illegally Parked” shall be defined as:

- a) Fire lanes (red-curbed areas).
- b) Loading/unloading zones (yellow-curbed areas) parking must not exceed 30 minutes.
- c) Parking in other than assigned parking spots without the assignee's permission.
- d) Parking in any manner as to obstruct emergency vehicles.
- e) Resident parking in guest space(s).
- f) Parking in any space in such a manner as to obstruct walkways, or backing into a parking space.
- g) Any vehicle repeatedly or frequently parked in unassigned or guest parking areas after the vehicle owner has been given reasonable notice that the vehicle may no longer be parked in such areas at any time, as determined by the Board of Directors of Hallcraft Villas I, II, III Homeowner's Association. The determination of the Board of Directors concerning any such vehicle shall be final.
- h) Every vehicle, which is parked on the property, is expected to fit within the dimensions of a single parking space.
- i) Parking in front of dumpster.
- j) Parking on common area landscape.
- k) Commercial vehicles, recreational vehicles, trailers, or boats may not be parked anywhere within Hallcraft Villas East I, II, III for longer than 24 hours in any seven (7) consecutive day period.

2. No Parking Areas:

The "No Parking" areas in Hallcraft Villas East I, II, III are indicated by red-painted curbing and as outlined above. Any vehicle parked in these areas is subject to immediate towing at the owner's expense.

3. Mechanical Repairs:

No mechanical repairs or overhauls will be commenced in any parking space at Hallcraft Villas East I, II, III unless it is minor. All repairs should be made during such hours as are not in conflict with the City of Phoenix ordinances regarding loud noises. Minor repairs **do** not include motor or transmission overhauls, extensive body work or painting of vehicles. The surfaces of parking areas are to be kept clean of grease and oil, and owners will be assessed for any cleaning or repair to the parking area caused by oil changes, auto lubrication and other minor vehicle repairs or maintenance. **No oil changes are permitted. Repairs on any type of non-resident vehicles is prohibited.**

4. Storage:

No storage is permitted in any parking area. All garbage cans, boxes, cleaning equipment, ladders, furniture or miscellaneous items of any kind must be kept in the resident's storeroom, or dwelling.

5. Abandoned/Inoperable Vehicles:

Any vehicle obviously inoperable, in a state of disrepair, and not moved regularly will be considered abandoned. All vehicles parked on Association property **must be in good working order**, shall bear current and valid registration and be kept free of dirt and debris. Such will be subject to tow away and impoundment at the vehicle owner's expense.

MOTORCYCLES, MOTORBIKES, BIKES, SKATEBOARDS, ROLLER SKATES

Motorcycles or motorbikes may be parked in an assigned parking area. Parking on the sidewalks, on the grass or on any common area within the complex is prohibited.

Excessive noise from motor driven vehicles violates city law. Riding of motor driven vehicles is restricted to streets only.

MISCHIEVOUS ACTS AND VANDALISM

Any person observed damaging property at Hallcraft Villas East I, II, III will be billed for the expenses of repair or replacement as well as fines and other damages and be subject to civil prosecution.

Vandalism cost each homeowner additional money. Repairs must come from the Association's funds. Residents are responsible for damage incurred by their guests, children, or children's guests; landlords are responsible for damages caused by their tenants, tenant's children or guest of the tenants. All residents are responsible to stop mischievous acts and report them to the Management Company promptly. To help protect yourself and the residents of Hallcraft Villas East I, II, III from damage and inconvenience, please lock your car when not in use and turn on outside lights at night. A well-lit area is a deterrent to vandalism.

SIGNS

"For Sale" or "For Rent" signs are the only signs permitted. They may only be placed in the window of a unit. Only one sign is permitted for each unit that is being advertised. Signs are not to be placed in the common area. Any damage resulting from the placement of signs will be charged to the individual unit owner.

ROOFS/BLOCK WALLS/GATES

No person, except contractors hired by the Association, owner's and their authorized representatives, with prior approval from the Board of Directors, is allowed on the roof of any residential unit, storage unit or structure within the complex.

Sunbathing on roofs, climbing block walls and roofs is prohibited.

Regular, routine maintenance of block walls is the responsibility of Hallcraft Villas East I, II, III. However, repairs deemed necessary due to damage from owners, tenants, or residents to the block wall of a unit, will be the responsibility of the individual unit owner.

Entrance gates to the private patios must be installed on each unit. Private yard gates must be maintained in good condition at all times. Gate maintenance and replacement is the responsibility of the individual unit owner. Gates must be wrought iron with natural wood slats. Gates must be equipped with a lock and handle for entry. Failure of an owner to maintain his/her private patio gate will result in the Association initiating the necessary repairs and assessing the individual unit owner's account for the costs incurred.

### POOL AND SPA RULES

1. The pool gate is to be kept closed and locked at all times. The pool will be opened during designated hours as stated by the Board of Directors.
2. The pool area will be manned with a security guard for verification of residency and to insure compliance with the Association's pool rules.
3. Parents are responsible for the safety and actions of their children and guests while in and around the pool.
4. No alcohol of any kind or intoxicated persons are allowed in the pool area.
5. Bicycles, tricycles, skateboards, etc., are not allowed in the pool area.
6. Pets are not allowed in the pool areas.
7. Glass containers shall not be brought into the pool area. Cigarettes and trash should be placed in proper receptacles. Littering is grounds for suspension from the pool and pool area.
8. There shall be no running, "horseplay," diving or obscene language, allowed in the pool area. No loud playing of stereo or radios.
9. No person utilizing the pool area is permitted to create or become a nuisance to other residents.
10. Persons having infectious diseases cannot use the pool. All open sores or wounds must be properly bandaged.
11. Children that are not potty trained are not allowed in the pool.
12. Only persons dressed in swimming suits (proper swimming attire) will be allowed in the pool or spa. No cutoffs or street clothes permitted.

13. Children under 16 will not be permitted to use the pool unless accompanied by a parent or guardian.
14. No adult supervisor is allowed to be responsible for the supervision of more than three (3) children under the age of 18.
15. No lifeguard is on duty – swim at your own risk.
16. The pool is to be used only by residents and guests of the residents. Proper identification showing residency at Hallcraft Villas I, II, III will be required for entry.
17. The pool or spa shall not be used during repair or maintenance.
18. The pool or spa may not be reserved or used for private parties. A social committee or other committees appointed by the Board of Directors may, with Board approval, have certain functions that may take up the swimming pool for a certain period of time.
19. Pool play equipment shall be limited to small rings, floats, and balls.
20. Suntan oils, body lotions, hair curlers, hair pins, etc. must be removed prior to entering the pool.
21. All residents must accompany their guests to the pool. Any ineligible, non-conforming person or persons will be removed.
22. Vandalism will not be tolerated. Any person discovered to have damaged any portion of the pool area will be removed and prosecuted for the cost of repairing damages.

**Any violations of the foregoing pool rules by an owner, tenant, guest, or invitee will be cause for temporary and/or permanent suspension of the resident's pool privileges, and possible fines and penalties assessed to the individual unit owner's account.**

#### STANDARDS AND GUIDELINES FOR EXTERIOR CHANGES

In order to bring a sense of uniformity to Hallcraft Villas East I, II, III, the Board has established the following standards and guidelines governing certain architectural changes that are acceptable with prior approval from the Board of Directors (See section on Exterior Changes):

1. Patio Screenings for Privacy:

Homeowners who desire screening on the patio for privacy might consider using some a type of plantings for this purpose. However, planting should be used which does not require the use of a free standing or attached trellis for support.

2. Patio Covers:

1. Patio covers must be approved in writing by the Board of Directors.
2. Patio covers must comply with City of Phoenix building code and permitted. A copy of the City of Phoenix building permit must be submitted to the Management Company prior to installation.
3. A complete set of plans and specifications must be approved by the Board of Directors prior to construction.
4. Maximum height of patio covers shall be no higher than the bottom of the second floor. Current building codes specify distance from side fences and parking area fences.
5. Patio covers must be painted to match the exterior of the building, and maintained in good condition at all times.

3. Security Bars

1. Security bars may be installed on windows with prior written approval from the Board of Directors. Owners must submit a Request for Architectural Change form for the Board's review and consideration. A City of Phoenix permit must be obtained and forwarded to the Management Company.
2. Security bars may only be installed on non-bedroom windows of a unit, unless the security bars have a quick release mechanism for quick exit incase of fire.
3. Security bars must be painted to match the exterior of the building.

4. Awnings:

1. Submit a request form including a diagram and indicate the color and pattern.
2. Exterior blinds on patio doors or unit windows are not allowed. Awnings that have been approved, in writing, (by submitting a Request for Architectural Change form to the Board, through the Management Company) may be used. Options are: A) Install sunscreens; or, B) Hang black-out drape material over the window or door from the inside.

## FINES AND PENALTIES

Pursuant to A.R.S. Sections 33-1242 and 33-1803, after notice of the violation and an opportunity to be heard, a community association may impose reasonable monetary penalties on lot/unit owners for violations of the declaration, bylaws and rules of the association. These fines and penalties are enforceable in the same manner as unpaid assessments.

Any infraction of these Rules or of any provision of the CC&R's, Articles of Incorporation or By-Laws, by a Member (Owner), family member, tenant, guest, invitee or licensee, shall result in a fine against the applicable Owner and penalized as follows (in addition to any other penalties, disabilities or remedies available to the Association):

- First offense: warning letter to the Owner giving them thirty (30) days to correct the violation,
- Second offense: violation letter sent to the Owner giving them ten (10) days to appeal the violation and request a hearing in front of the Board of Directors at the next scheduled Board of Directors meeting (or a time mutually agreed upon by both parties) prior to assessing any monetary penalties. If the Owner fails to appeal the violation within ten (10) days, a \$100.00 fine will be assessed to the Owner's account.<sup>1</sup>
- Third offense: violation letter sent to the Owner giving them ten (10) days to appeal the violation and request a hearing in front of the Board of Directors at the next scheduled Board of Directors meeting (or a time mutually agreed upon by both parties) prior to assessing any monetary penalties. If the Owner fails to appeal the violation within ten (10) days, a \$100.00 fine will be assessed to the Owner's account.
- Fourth offense: the Association will turn the file over to legal counsel to compel compliance through temporary and permanent injunctions. The attorneys' fees and costs incurred by the Association for said action will be assessed to the Owner's account. Furthermore, if the unit in violation is a leased property, the tenant causing the infraction (if applicable) shall be evicted from the unit.

***Each subsequent offense/violation will result in fines being assessed to the Owner's account in \$100.00 increments, accompanied with a letter demanding compliance within ten (10) days and giving the Owner an opportunity to appeal the violation at a hearing before the Board of Directors, prior to assessing any monetary penalties.***

(The hearing requirement is satisfied by allowing an opportunity for the Owner to be heard at the next scheduled meeting of the Board of Directors, by written response within ten (10) days of the violation notice, or as otherwise set forth in the notice of violation.)

The Owner so notified has the obligation to find out when and where the next scheduled Board of Directors meeting will be held or to satisfy the requirements of the notice. Failure to satisfy

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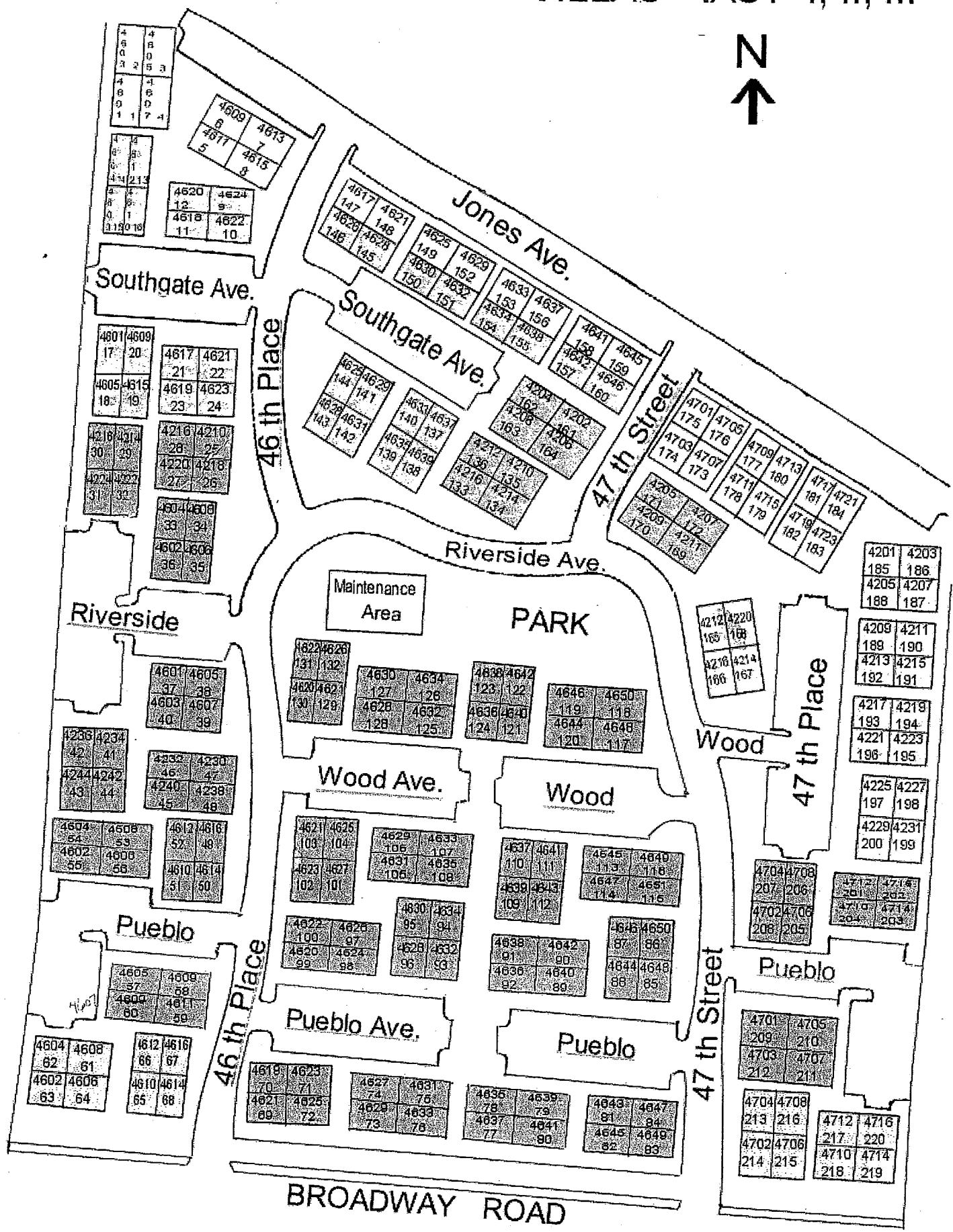
<sup>1</sup> The fine for an Owner who makes a change to the exterior of the unit without prior approval from the Board of Directors or Architectural Control Committee is a minimum of \$500.00 to a maximum of \$1,500.00.

the requirements of the notice or to attend said meeting will constitute a waiver of the right to a hearing by the Owner. In the event of a hearing, any determination by the Board of Directors or designated committee shall be deemed conclusive.

**Any penalties assessed against the Owner(s) may be enforced against the Lot of the Owner(s) in the same manner established in the Declaration in regard to delinquent maintenance assessments.**



# VILLAS EAST I, II, III



# **ASOCIACIÓN DE PROPIETARIOS DE HALLCRAFT VILLAS EAST**

## **NORMAS Y REGULACIONES**

### **INTRODUCCIÓN**

Este manual contiene las Normas y Regulaciones establecidas por el Consejo de Administración de la Asociación de Propietarios de Hallcraft Villas East. Está pensado tanto para beneficio de los propietarios como de los inquilinos.

Aunque estas políticas pueden parecer de naturaleza restrictiva, han sido pensadas como pautas para mantener buenas relaciones en la comunidad.

Las disposiciones contenidas aquí son complementarias de las cláusulas contenidas en el documento conocido como la "Declaración de Restricciones", registrado en el condado de Maricopa, Arizona, en el expediente 972, páginas 587-592.

Este manual también incorpora por referencia los Artículos de incorporación y los estatutos de esta asociación. Al ser propietario, cada integrante se adhiere a las disposiciones y cláusulas contenidas en los documentos anteriormente descritos.

El incumplimiento de estas Normas y regulaciones puede acarrearle al propietario o inquilino gastos innecesarios.

Sin embargo, su Consejo de Administración espera que estas políticas faciliten las comunicaciones y la cooperación en todo Hallcraft Villas East.

ADOPTADAS EL: 13 de marzo de 2007

## CONTENIDO

CONSEJO DE ADMINISTRACIÓN.....	4
DERECHOS A VOTAR Y PRESENTAR QUEJAS.....	4
REUNIONES INSTITUCIONALES.....	4
Reuniones habituales del Consejo de Administración.....	4
Reuniones especiales.....	4
Reuniones anuales.....	4
QUEJAS.....	5
OPERACIONES COMERCIALES EN LAS INSTALACIONES.....	5
CONTENEDORES (DE BASURA).....	5
MASCOTAS.....	5-6
CAMBIOS EXTERIORES.....	6-9
1. Árboles y arbustos.....	6-7
2. Techos para patio, portones, ventilaciones, estructuras para aislamiento visual, etc. ....	7
3. Antenas.....	7-8
4. Cambios permitidos.....	8
5. Patios.....	8-9
ALQUILER/ALQUILER CON OPCIÓN A COMPRA.....	9-10
RUIDO.....	10
VENTANAS/ACCESO.....	10-11
ESPACIOS PARA ESTACIONAMIENTO.....	11
1. Grúa.....	11
2. Estacionamiento prohibido.....	11-12
3. Reparaciones mecánicas.....	12
4. Almacenamiento.....	12
5. Vehículos abandonados.....	12
MOTOCICLETAS, BICICLETAS Y PATINETAS.....	12
ACTOS MALINTENCIONADOS Y VANDALISMO.....	12-13
CARTELES.....	13
TECHOS/PAREDES DE BLOQUES/PORTONES.....	13
NORMAS PARA EL USO DE LA PISCINA Y EL SPA.....	13-15
NORMAS Y PAUTAS PARA CAMBIOS EXTERIORES.....	15
1. Estructuras de aislamiento visual para patio.....	15
2. Techos para patio.....	15-16
3. Rejas de seguridad.....	16
4. Toldos.....	16
MULTAS Y SANCIONES.....	17

## NÚMEROS TELEFÓNICOS IMPORTANTES

En caso de cualquier emergencia, como un incendio, necesidad de llamar a la policía, etc.  
**LLAME AL 911.**

Los números que figuran a continuación tienen el código de área 602.

Para hablar un asunto con la policía.....	495-5006
Servicio de autobús:	
Información de recorridos y horarios.....	253-5000
Servicio Dial-A-Ride.....	253-4000
Transporte compartido.....	262-7433
Impuestos a la propiedad (Condado).....	506-8511
Inquilino (Información del arrendatario).....	262-7210
Medidores de agua.....	262-6551
Agua: nuevas cuentas / bajas.....	262-6551
Fugas de agua: tubería principal y tomas de agua.....	262-6551
TV por cable (si la compañía de cable no resuelve el problema).....	495-0102
Vehículos abandonados (en propiedad privada).....	262-7844
Vertido ilegal de residuos.....	256-3190
Para llamar a la compañía administradora (AMCOR).....	(480) 948-5860
Solicitud de servicio:	Anexo 27 (David Rose)
Vigilancia de cuadra:	Anexo 27 (David Rose)
Gerente sénior:	Anexo 16 (Robin Thomas)

# ASOCIACIÓN DE PROPIETARIOS DE HALLCRAFT VILLAS EAST

## NORMAS Y REGULACIONES

### CONSEJO DE ADMINISTRACIÓN

El Consejo de Administración de la Asociación está compuesto por cinco (5) integrantes elegidos en la reunión anual de propietarios. Cualquier propietario puede convertirse en integrante del Consejo siempre que no se le haya suspendido el derecho a votar.

El propósito del Consejo es funcionar como autoridad central y tribunal inapelable para los integrantes de la Asociación y proporcionar asistencia para aquellos propietarios que no puedan obtener resultados satisfactorios a través de la Compañía Administradora de las propiedades.

### DERECHOS A VOTAR Y PRESENTAR QUEJAS

Cada propietario tendrá derecho a un voto por cada lote que posea. El incumplimiento en el pago de las cuotas de mantenimiento o cualquier otro importe adeudado durante más de treinta (30) días acarreará la suspensión automática de todo derecho a votar y a presentar quejas.

### REUNIONES INSTITUCIONALES

#### A. Reuniones habituales del Consejo de Administración:

Las reuniones habituales del Consejo de Administración se llevan a cabo trimestralmente y son abiertas a todos los propietarios. Los propietarios que deseen asistir deben comunicarse con la Compañía Administradora para averiguar el horario y el lugar de la próxima reunión.

#### B. Reuniones especiales:

En cualquier momento el Presidente, el Secretario o dos (2) integrantes del Consejo que lo soliciten por escrito pueden llamar a reuniones especiales. Sin embargo, se debe dar un aviso con al menos un (1) día de anticipación a cada uno de los directores.

#### C. Reuniones anuales:

La reunión anual de la Asociación se celebra en enero. El Presidente, el Consejo de Administración o los integrantes de la Asociación (mediante la presentación de una petición firmada por una cantidad de integrantes suficiente como para que haya quórum) pueden llamar a reuniones especiales.

## QUEJAS

Todas las quejas dirigidas a la Compañía Administradora deben hacerse por escrito. Con este documento se adjunta para su uso un Formulario de Quejas.

Las quejas presentadas por teléfono a la Compañía Administradora deben presentarse también por escrito.

## OPERACIONES COMERCIALES EN LAS INSTALACIONES

La Declaración de Restricciones prohíbe que cualquier unidad se use con propósitos comerciales además o en lugar de usarse como vivienda. Para aclarar esa disposición de la Declaración, el Consejo, según su exclusivo criterio, específicamente prohíbe que cualquier residente se involucre o permita que sus visitas se involucren en cualquier tipo de actividad comercial en las instalaciones, ya sea en calidad de propietario o como funcionario, socio, agente o empleado de otro, que implique el intercambio de dinero o elementos de valor por bienes o servicios de cualquier naturaleza. Esto incluye, entre otras cosas, las ventas de garaje.

## CONTENEDORES (DE BASURA)

Los contenedores funcionan como espacios de recolección de basura y están ubicados al costado de la calzada. Los residentes son responsables de colocar sus desperdicios en los contenedores correspondientes a sus casas. Se ruega que coloque los desperdicios en bolsas, corte o doble las cajas y se asegure de que la tapa de los contenedores quede bien cerrada después de cada uso. Los desperdicios que no hayan sido colocados en el contenedor no serán retirados.

No deben colocarse en el contenedor (y ni siquiera al lado de los contenedores) electrodomésticos viejos, calentadores de agua, muebles desechados, materiales de construcción, piedras, rocas, cortezas de árboles, baterías de automóviles, aceite o cualquier material tóxico. Los prestadores de servicios u obreros deben recibir instrucciones de retirar dichos artículos, por su propia cuenta, antes de que el propietario acuerde aceptar sus servicios.

Los propietarios que no cumplan con esta sección, o empleen a un prestador de servicios que infrinja esta sección, recibirán automáticamente una multa de doscientos cincuenta dólares (\$250) sin previa advertencia.

## MASCOTAS

Se puede tener perros, gatos y otras mascotas domésticas siempre y cuando no se tengan, críen o mantengan con fines comerciales. Cada casa podrá tener como máximo un (1) perro o (1) gato.

**Está prohibido tener mascotas de más de veinte (20) libras (9 kilos) de peso.**

La ley de correa está en vigencia en Phoenix y también aquí, en Hallcraft Villas East. No está permitido dejar que su perro o gato deambule libremente, independientemente de la hora del día o de la noche. No tiene permitido encadenar a su perro o gato en ningún área común,

incluyendo el área frente o alrededor de su puerta principal o fuera de su patio. Los perros que corran libremente serán llevados por oficiales de la ley.

No se permite que ningún perro sea una molestia. No se permitirán ladridos ni aullidos durante períodos prolongados.

Se le pide que pasee a su mascota y, si llega a ensuciar un área común, usted es responsable de limpiar rápidamente lo que su mascota ensucie. Si se usan áreas del patio para albergar mascotas, esas áreas deben limpiarse diariamente.

No se permite la presencia de mascotas en los alrededores de la piscina.

Los residentes que tengan mascotas tienen la obligación de mantenerlas bajo control en todo momento. Los perros siempre se deben sacar a pasear con correa. Los gatos deben tener una placa de identificación y deben mantenerse en interiores. Los perros y los gatos que deambulen por el complejo se considerarán vagabundos y podrán ser atrapados y llevados al refugio para animales correspondiente. Se alienta a que los residentes denuncien a aquellos residentes que dejan que sus gatos deambulen libremente. El residente que infrinja esta regla será multado.

**Por el incumplimiento de estas reglas se aplicará una multa. Las multas serán de \$5.00 por día y serán emitidas por el incumplimiento de esta disposición.**

## CAMBIOS EXTERIORES

Todos los cambios exteriores propuestos deberán ser presentados ante el Consejo de Administración por escrito y no se podrá efectuar ningún cambio exterior sin la autorización previa del consejo, incluyendo, entre otros, la combinación de colores de puertas, marcos de ventanas y postigos. Las paredes de bloques que rodean los patios no deberán ser modificadas ni pintadas sin previa autorización escrita del Consejo de Administración.

(Para obtener la autorización del Consejo para los cambios propuestos, los propietarios deben presentar un formulario de Solicitud de Cambio Arquitectónico, disponible a través de la Compañía Administradora. El formulario debe mostrar dibujos y planos detallados del cambio propuesto).

Tanto tendedores, como equipos y áreas de almacenamiento deben estar ocultos de modo tal que no se vean desde las calles, los senderos y el área común.

El propósito de estas restricciones es mantener la integridad arquitectónica del complejo. Si el Consejo descubre infracciones relacionadas con cambios exteriores, solicitará por escrito que el propietario repare la infracción. Si la infracción no es reparada en un plazo de treinta (30) días, el Consejo de Administración contratará los servicios de un abogado para forzar al cumplimiento de los documentos que rigen la Asociación.

### 1. Árboles y arbustos

Todos los árboles, arbustos y matas que se encuentren dentro de las paredes del patio son responsabilidad del propietario y deben mantenerse limpios y recortados. Los árboles, matas o

arbustos muertos deben retirarse. Se enviará por correo un aviso a los propietarios que no realicen estas limpiezas.

La plantación de árboles y arbustos y el recorte y la poda de las plantas de los terrenos comunes están a cargo de la Asociación de Propietarios. Los propietarios/residentes no tienen permitido plantar en las áreas comunes.

Los propietarios pueden plantar arbustos en sus patios. A partir de ahora, no se pueden plantar árboles dentro de los patios. Las enredaderas uñas de gato también están prohibidas. Cuando se pinten las edificaciones, los residentes que tengan enredaderas tendrán que retirarlas o las obstrucciones serán retiradas por la Asociación, con los gastos a cargo del propietario. Los daños causados por las enredaderas en el estuco o las estructuras serán reparados por el propietario y los gastos correrán por su cuenta.

2. Techos para patio, portones, ventilaciones, rejas, estructuras para aislamiento visual, etc.:

No podrá haber techos para patio, portones, cubiertas de ventilación de patio, enrejados, estructuras para aislamiento visual, etc. sin previa autorización por escrito de parte del Consejo. CONSULTE LA SECCIÓN SOBRE NORMAS Y PAUTAS PARA CAMBIOS.

3. Antenas comunes y parabólicas:

Los receptores que no estén regulados por la FCC, ya sea que estén unidos a un edificio o estructura o en cualquier Lote, antes de la instalación deben recibir la autorización por escrito del Consejo de Administración y habrá que colocar el aislamiento y el cerco que exija el Consejo de Administración. **No obstante lo anterior, no se exige la autorización previa del Consejo de Administración para (i) una antena común o parabólica que esté diseñada para recibir servicio satelital de transmisión directa, incluyendo servicios satelitales directos al hogar, que tenga de un metro de diámetro o menos, (ii) una antena común o parabólica diseñada para recibir servicios de programación de video a través de servicios de distribución multipunto, incluyendo servicios de distribución multicanal y multipunto y que tenga un metro o menos de diámetro o de medida diagonal, o (iii) una antena común o parabólica diseñada para recibir señales de transmisión televisiva, siempre que se cumpla con los siguientes requisitos:**

**Las antenas comunes y parabólicas deben colocarse, en la medida de lo posible, en lugares que no sean visibles desde el nivel del suelo en la calle que corre inmediatamente en frente o por el costado del Lote o desde propiedades adyacentes, siempre que dicha restricción no impida la recepción de una señal aceptable. Si una ubicación de esas características obstaculiza la recepción, la antena común o parabólica se colocará a la altura mínima que proporcione una señal aceptable y que minimice la visibilidad desde el nivel del piso en las calles mencionadas y propiedades adyacentes.**

**No se instalará ninguna antena común ni parabólica en ningún depósito de almacenamiento ni en el techo de ninguna casa adosada.**



**Las antenas comunes y parabólicas deberán pintarse de modo que se disimulen con el fondo contra el que están montadas, siempre que la pintura no interfiera con la recepción. El material de montaje, los accesorios y el cableado deberán ser pintados de modo que se disimulen con el fondo contra el que están montados.**

**El cableado externo de las antenas comunes y parabólicas deberá ser acomodado de modo tal que minimice o elimine su visibilidad desde el nivel del suelo de las calles, áreas comunes y propiedades adyacentes.**

**Si el propietario del Lote tiene dudas respecto a si lo que hará cumplirá con estas disposiciones, debe pedir orientación a la Compañía Administradora o al Consejo de Administración antes de la instalación. Los receptores regulados por la FCC estarán sujetos a los requerimientos que están disponibles a través de la Compañía Administradora.**

*Está permitido instalar televisión por cable en unidades individuales después de que el Consejo de Administración otorgue la autorización por escrito. Antes de que una compañía de televisión por cable (Cox Communications o Qwest) instale el cable en el exterior de los edificios, se debe enviar un formulario de Solicitud de Cambio Arquitectónico a la Compañía Administradora y recibir una autorización. Una instalación de cable que no cumpla con lo anterior estará sujeta a remoción por parte de la Compañía Administradora.*

#### 4. Cambios permitidos:

La siguiente es una lista de cambios que estarán permitidos dentro de la Asociación sin necesidad de autorización previa por escrito del Consejo de Administración. Estos cambios deben reflejar buen gusto y planificación y estarán igualmente sujetos a autorización del Consejo si desmerecen el aspecto general del complejo:

- a) Se pueden colocar plantas o flores en macetas en el frente siempre que no estén fijadas y se puedan retirar fácilmente.
- b) Todas las decoraciones relacionadas con días festivos, iluminación ornamental, soportes con banderas (las banderas no pueden superar los 3 pies x 5 pies [91. cm x 1,52. cm]), el número de la casa, etc., deben colocarse de modo de evitar dañar el exterior de la casa adosada y preservar la integridad arquitectónica del edificio. (Las luces que se coloquen por días festivos podrán instalarse 30 días antes del día festivo y deberán retirarse 15 días después del día festivo).

#### PATIOS

El área del patio de cada unidad es responsabilidad del propietario de la unidad. Las áreas de patio deben mantenerse limpias y ordenadas. Las plantas de las áreas de patio deben mantenerse sin maleza, bien recortadas y adecuadamente regadas.

Se prohíbe almacenar, colocar o tener en el patio (de modo que sean visibles desde las calles, áreas comunes o unidades vecinas) muebles de interiores, electrodomésticos y otros

artículos antiestéticos no diseñados para usar en el patio. **Está prohibido almacenar materiales combustibles.**

Es aceptable colocar en un patio los siguientes artículos:

- 1) Muebles de exteriores (es decir, sillas plegables, mesas y sillas para patio);
- 2) Parrillas;
- 3) Plantas en macetas.

No se pueden almacenar artículos en los techos de los depósitos de almacenamiento ni en los techos de las viviendas. Los electrodomésticos (como refrigeradores, lavadoras, etc.) no deben almacenarse en las áreas del patio.

**Si tiene preguntas respecto a qué artículos se pueden almacenar/colocar en el patio, comuníquese con la Compañía Administradora para aclarar sus dudas.**

#### ALQUILER/ALQUILER CON OPCIÓN A COMPRA

Los inquilinos, al igual que los propietarios, tienen la obligación de cumplir con todas las políticas, normas y regulaciones que rigen a los residentes de Hallcraft Villas East IV. En el contrato de alquiler con opción a compra debe incluirse una declaración de esta naturaleza. Ni la Asociación, ni el Consejo de Administración ni la Compañía Administradora son responsables de avisar a los inquilinos sobre estas políticas, pero en todos los casos los inquilinos tienen la obligación de respetarlas.

Los propietarios deben hacerse responsables de todas las infracciones cometidas por familiares, huéspedes, inquilinos y otros ocupantes y las sanciones se aplicarán de la misma manera que en los casos de falta de pago de cuotas de mantenimiento, según la Declaración de Restricciones de Hallcraft Villas East.

**Todos los contratos de alquiler con opción a compra deberán estar por escrito y se deberá enviar una copia a la Compañía Administradora, deberán ser por un plazo de treinta (30) días o más y no podrán hacer referencia a menos que un Lote completo.**

**Los dueños son responsables de avisar a los inquilinos sobre las políticas y las Normas y Regulaciones respecto a la Asociación y deben asegurar su cumplimiento. Si un inquilino llega a recibir tres (3) avisos por la misma infracción, el Propietario deberá comenzar los procedimientos de desalojo para retirar al inquilino de la unidad. Además, cualquier evidencia de actividades ilícitas incluyendo, entre otras, intervención del departamento de policía en casos de violencia doméstica, actividad/daños ilícitos, vandalismo, consumo/distribución/posesión de drogas, agresión, armas, actividad relacionada con una pandilla, etc. se considerará causal de desalojo inmediato. Si un dueño no desaloja al inquilino de conformidad con lo anterior en un plazo de quince (15) días a partir de la fecha de la notificación de la Compañía Administradora, la Asociación contratará los servicios de un abogado para desalojar al inquilino. Todos los costos y honorarios de los abogados se cargarán a la cuenta del propietario de la unidad.**

Los propietarios son responsables de entregar a la Compañía Administradora el Contrato de Alquiler de la Asociación completo (Consulte el documento adjunto) y una copia del contrato de Alquiler con opción a compra de la propiedad.

### ENTRETENIMIENTO, RUIDO Y RESTRICCIONES DE USO

Todos los residentes de Hallcraft Villas East tienen derecho a disfrutar de su unidad tranquila y silenciosamente. No se permite poner alto el volumen de equipos de música, televisores ni radios, fiestas ruidosas, ruido excesivo provocado por personas, vehículos o ladridos de perros. El ruido no puede importunar a otros residentes. Los residentes que tengan problemas con ruidos molestos durante la noche deben comunicarse inmediatamente con el Departamento de Policía de la Ciudad de Phoenix y presentar por escrito una queja ante la Compañía Administradora.

Hallcraft Villas East es un complejo residencial. En consecuencia, no se tolerarán las siguientes situaciones:

- Ruido proveniente de fiestas, reuniones o gente deambulando en áreas comunes
- No se permiten actividades relacionadas con drogas o pandillas dentro de la Asociación
- Consumir bebidas alcohólicas de ningún tipo en áreas comunes
- Asar a la parrilla o hacer cualquier tipo de fogata en terrenos comunes
- Cualquier comportamiento o molestia que afecte la tranquilidad de los vecinos
- La manipulación, la portación, el uso de armas peligrosas o armas de fuego y la descarga de fuegos artificiales, armas de fuego capaces de causar lesiones físicas graves o la muerte están estrictamente prohibidos en todas las áreas comunes y están sujetos a las sanciones más severas. Excepciones: funcionarios del orden, personal de seguridad en cumplimiento de sus obligaciones oficiales.
- Está prohibido tapar las ventanas con mantas, papel periódico, sábanas, papel aluminio, etc. Los modos de cubrir ventanas que están permitidos son con persianas, cortinas o postigos. Lo que se use para cubrir las ventanas debe mantenerse en buenas condiciones en todo momento.
- No se permite ingresar carros de compra a la Asociación ni está permitido jugar con los que se encuentren en la Asociación.
- Cualquier actividad que el Consejo de Administración considere peligrosa para la seguridad de las personas o la propiedad.

### VENTANAS/ACCESO

Las ventanas que se rompan deberán reemplazarse oportunamente. Mientras se consigue el reemplazo, la abertura de la ventana **debe** cerrarse con tablas de contrachapado y el contrachapado debe pintarse de modo que combine con el exterior del edificio.

Las unidades que estén desocupadas deberán estar correctamente aseguradas a fin de reducir las posibilidades de acceso de transeúntes e intrusos a la unidad.

Si el propietario no cumple con lo anterior, la Asociación contratará a una persona para bloquear con tablas las áreas de acceso y cargará el gasto en la cuenta del propietario.

## ESPACIOS PARA ESTACIONAMIENTO

En la actualidad, se han asignado dos (2) espacios de estacionamiento a cada unidad. Es recomendable que advierta a sus huéspedes respecto a dónde pueden estacionar, para que no ocupen las áreas de estacionamiento reservadas para otra unidad. Los residentes solamente pueden usar el espacio de estacionamiento que se les haya asignado. Ningún residente puede usar las áreas de estacionamiento de huéspedes para guardar vehículos adicionales. Se considera huésped a una persona que llega y se queda durante un máximo de treinta (30) días. Si la estadía superará los treinta (30) días, se deberá obtener una autorización escrita para el uso del espacio de estacionamiento de huéspedes de la Compañía Administradora.

### 1. Grúa:

Cualquier automóvil estacionado en infracción podrá ser llevado por una grúa a pedido del Consejo de Administración o de los propietarios individuales cuyo espacio de estacionamiento haya sido ocupado.

Un automóvil estará “estacionado en infracción” en los siguientes casos:

- a) Carriles de emergencia (áreas con el borde pintado de rojo).
- b) Zonas de carga/descarga (áreas con el borde pintado de amarillo): el estacionamiento no debe superar los 30 minutos.
- c) Estacionamiento en otro lugar que no sea el asignado, sin el permiso de la persona que lo tiene asignado.
- d) Estacionamiento de alguna manera que obstaculice el paso de vehículos de emergencias.
- e) Estacionamiento por parte de residentes en espacios de huéspedes.
- f) Estacionar en algún espacio de modo que obstruya los senderos o estacionar en reversa.
- g) Cualquier vehículo que sea estacionado reiterada o frecuentemente en áreas de estacionamiento no asignadas o de huéspedes, después de que el dueño del vehículo haya recibido un aviso razonable de que el vehículo ya no puede estacionarse en dichas áreas en ningún momento según lo determinado por el Consejo de Administración de la Asociación de Propietarios de Hallcraft Villas. La determinación del Consejo de Administración respecto a cualquier vehículo en esas circunstancias será inapelable.
- h) Se espera que todos los vehículos que se estacionen en la propiedad entren dentro de las dimensiones de un solo espacio de estacionamiento.
- i) Estacionar frente a un contenedor (de basura).
- j) Estacionar sobre el jardín del área común.
- k) No se pueden estacionar vehículos comerciales, recreativos, remolques ni embarcaciones en ningún lugar de Hallcraft Villas East durante más de 24 horas, en ningún período de siete (7) días consecutivos.

### 2. Áreas de estacionamiento prohibido:

Las áreas de “estacionamiento prohibido” de Hallcraft Villas East están indicadas con el borde pintado de rojo y tal como se indicó anteriormente. Cualquier vehículo estacionado en esas áreas estará sujeto a que se lo lleve la grúa, con los costos a cargo del propietario.

3. Reparaciones mecánicas:

Ninguna revisión ni reparación mecánica se comenzará en ningún espacio de estacionamiento de Hallcraft Villas East a menos que sea menor. Todas dichas reparaciones deberán realizarse en horarios que no entren en conflicto con las ordenanzas de la Ciudad de Phoenix respecto a ruidos intensos. Las reparaciones menores **no** incluyen revisiones de motor o transmisión, trabajos prolongados de reparación ni pintura de vehículos. Las superficies de los espacios de estacionamiento deben mantenerse limpias de grasa y aceite y a los propietarios se les cobrará cualquier limpieza o reparación en el área de estacionamiento que se deba realizar a raíz de cambios de aceite, lubricación del automóvil y otras reparaciones o tareas de mantenimiento menores. **No se permite realizar cambios de aceite. Está prohibido realizar reparaciones en cualquier tipo de vehículo que no pertenezca a residentes.**

4. Almacenamiento:

No se permite usar el área de estacionamiento para almacenamiento. Los cestos de basura, cajas, equipos de limpieza, escaleras, muebles o artículos varios de cualquier tipo deben guardarse en el depósito o la vivienda del residente.

5. Vehículos abandonados/fuera de funcionamiento:

Cualquier vehículo que esté fuera de funcionamiento, en mal estado y que no se mueva regularmente será considerado como abandonado. Todos los vehículos estacionados en la propiedad de la Asociación **deben estar en buen estado de funcionamiento**, deben tener un registro válido y actualizado y deben mantenerse sin suciedad ni residuos. Vehículos en ese estado podrán ser confiscados con una grúa y los gastos correrán por cuenta del propietario.

MOTOCICLETAS, CICLOMOTORES, BICICLETAS, PATINETAS, PATINES

Las motocicletas y los ciclomotores pueden estacionarse en las áreas de estacionamiento asignadas. Está prohibido estacionar en las aceras, sobre el césped o en cualquier área común dentro del complejo.

El ruido excesivo de los vehículos a motor infringe la legislación de la ciudad. El uso de vehículos a motor está restringido a las calles solamente.

ACTOS MALINTENCIONADOS Y VANDALISMO

A cualquier persona que sea vista dañando la propiedad de Hallcraft Villas East se le cobrarán los gastos de reparación o reemplazo así como multas, y puede quedar sujeta a un proceso civil por daños y perjuicios.

El vandalismo le cuesta más dinero a cada uno de los propietarios y las reparaciones deben efectuarse de los fondos de la Asociación. Los residentes son responsables de los daños ocasionados por sus huéspedes, hijos o hijos de sus huéspedes; los dueños son responsables de los daños ocasionados por sus inquilinos, los hijos de sus inquilinos o los huéspedes de los inquilinos. Todos los residentes son responsables de detener actos malintencionados y denunciarlos de inmediato a la Compañía Administradora. Para contribuir a protegerse y proteger a los demás residentes de Hallcraft Villas East contra daños y molestias, deje cerrado con llave su automóvil cuando no esté en uso y encienda las luces exteriores de su casa por la noche. Un área bien iluminada tiene el poder de disuadir el vandalismo.

### CARTELES

Los únicos carteles permitidos son los que indican “En venta” o “En alquiler”. Solamente se puede colocar un único cartel en la ventana de cada unidad publicitada. No se pueden colocar carteles en el área común. Cualquier daño que surja de la colocación de carteles será pagado por el propietario de la unidad.

### TECHOS/PAREDES DE BLOQUES/PORTONES

No está permitido que ninguna persona esté en el techo de una unidad residencial, unidad de almacenamiento ni estructura dentro del complejo, a excepción de los contratistas que la Asociación, los propietarios y sus representantes autorizados contraten con previa autorización del Consejo de Administración.

Está prohibido tomar sol en el techo, trepar paredes de bloques y techos.

El mantenimiento regular y de rutina de las paredes de bloques es responsabilidad de Hallcraft Villas East. Sin embargo, las reparaciones que se consideren necesarias debido a daños ocasionados por los propietarios, inquilinos o residentes a la pared de bloques de una unidad se considerarán responsabilidad del propietario de la unidad.

En cada unidad deben instalarse portones de entrada a los patios privados. Los portones para patios privados deben mantenerse en buenas condiciones en todo momento. El mantenimiento y el reemplazo del portón es responsabilidad del propietario de la unidad. Los portones deben ser de hierro forjado con listones de madera natural y deben estar equipados con una cerradura y una manija para entrar. Si un propietario no mantiene el portón de su patio privado, la Asociación iniciará las reparaciones necesarias y cargará en la cuenta del propietario de la unidad los costos incurridos.

### NORMAS PARA EL USO DE LA PISCINA Y EL SPA

1. El portón de la piscina debe mantenerse cerrado con llave en todo momento. La piscina estará abierta durante las horas estipuladas por el Consejo de Administración.

2. El área de la piscina contará con un guardia de seguridad encargado de verificar la residencia y el cumplimiento con las normas de la Asociación para el uso de la piscina.
3. Los padres son responsables de la seguridad y las acciones de sus hijos y huéspedes mientras estén dentro y en los alrededores de la piscina.
4. En el área de la piscina no se permite la presencia de ningún tipo de bebida alcohólica ni de personas alcoholizadas.
5. En el área de la piscina no se permiten bicicletas, triciclos, patinetas, etc.
6. En el área de la piscina no se permite la presencia de mascotas.
7. No se deben llevar contenedores de vidrio al área de la piscina. Los cigarrillos y los residuos deben colocarse en los contenedores correspondientes. Arrojar residuos es motivo de suspensión del acceso a la piscina y su área.
8. En el área de la piscina no se permitirá correr, jugar violentamente, tirarse de clavado ni usar lenguaje obsceno. No se puede escuchar la radio o un equipo de música con el volumen alto.
9. Ninguna persona que esté usando la piscina tiene permitido molestar a los demás residentes.
10. Las personas que tengan enfermedades infecciosas no podrán usar la piscina. Todas las llagas o heridas abiertas deben estar adecuadamente vendadas.
11. No está permitido llevar al área de la piscina a niños que todavía no controlen esfínteres.
12. Sólo podrán entrar a la piscina o al spa personas vestidas con traje de baño (vestimenta adecuada para la piscina). No se permite usar ropas cortadas ni ropa de calle.
13. Los menores de 16 años no podrán usar la piscina a menos que estén acompañados por uno de sus padres o mayor responsable.
14. No se permite que ningún supervisor adulto se haga responsable de más de tres (3) menores de 18 años.
15. No se dispone de salvavidas; nade por su cuenta y riesgo.
16. La piscina solo está disponible para los residentes y huéspedes de los residentes. Para entrar se pedirá una identificación adecuada que certifique residencia en Hallcraft Villas.
17. Ni la piscina ni el spa podrán ser usados si están en reparación o mantenimiento.
18. Ni la piscina ni el spa se podrán reservar o usar para fiestas privadas. Un comité social u otros comités designados por el Consejo de Administración pueden, con la aprobación

del Consejo, tener ciertos eventos que pueden ocupar la piscina por un determinado período.

19. El equipo permitido para jugar en la piscina estará limitado a pequeños salvavidas en forma de aro, flotadores y pelotas.
20. Antes de ingresar en la piscina deberán retirarse los aceites bronceadores, las lociones corporales, los rulos, adornos o sujetadores para el cabello, etc.
21. Los residentes deben acompañar a sus huéspedes a la piscina. Cualquier persona que no reúna los requisitos para ingresar será retirada.
22. No se tolerará el vandalismo. Cualquier persona que se descubra que dañó cualquier parte del área de la piscina será retirada y procesada a fin de obtener el costo de la reparación del daño.

**Cualquier infracción de las normas de uso de la piscina por parte de un propietario, inquilino, huésped o invitado será causa de suspensión temporal o permanente del derecho a usar la piscina del residente, y posiblemente se carguen multas y sanciones a la cuenta del propietario de la unidad.**

#### NORMAS Y PAUTAS PARA CAMBIOS EXTERIORES

Para dar uniformidad a Hallcraft Villas East, el Consejo estableció las siguientes normas y pautas que rigen ciertos cambios arquitectónicos que son aceptables con la autorización previa del Consejo de Administración (Consulte la sección Cambios exteriores):

##### 1. Estructuras de aislamiento visual para patio:

Los propietarios que deseen colocar estructuras de aislamiento visual para patio pueden considerar usar algún tipo de planta con ese fin. Sin embargo, se pueden usar plantas que no requieran el uso de un enrejado no empotrado ni empotrado para soporte.

##### 2. Techos para patio:

1. Los techos para patio deben estar autorizados por escrito por el Consejo de Administración.
2. Los techos para patio deben cumplir con el código de edificación de la Ciudad de Phoenix y estar permitidos. Antes de la instalación, se debe enviar a la Compañía Administradora una copia del permiso para construcción de la Ciudad de Phoenix.
3. Antes de construir, el Consejo de Administración debe autorizar el conjunto completo de planos y especificaciones.



4. La altura máxima de los techos para patio no puede superar la de la base del segundo piso. Los códigos de edificación actuales especifican la distancia desde los cercos laterales y los del área de estacionamiento.
  5. Los techos para patio deben estar pintados de modo tal de combinar con el exterior del edificio y mantenerse en buenas condiciones en todo momento.
3. Rejas de seguridad
1. Con autorización previa por escrito del Consejo de Administración, se pueden instalar rejas de seguridad en ventanas. Los propietarios deben enviar un formulario de Solicitud de Cambio Arquitectónico para que el Consejo de Administración lo revise y analice. Se debe obtener un permiso de la Ciudad de Phoenix para enviarlo a la Compañía Administradora.
  2. Solo se pueden instalar rejas de seguridad en las ventanas de la unidad que no pertenezcan a habitaciones, a menos que las rejas de seguridad tengan un mecanismo de liberación rápida que permita salir rápidamente en caso de incendio.
  3. Las rejas de seguridad deben pintarse de modo que combinen con el exterior de la edificación.
4. Toldos:
1. Envíe un formulario de solicitud que incluya un diagrama e indique el color y el estampado.
  2. No están permitidas las persianas exteriores en puertas de patio o ventanas de la unidad. Se pueden usar aquellos toldos que hayan sido autorizados por escrito (enviando un formulario de Solicitud de Cambio Arquitectónico al Consejo de Administración, a través de la Compañía Administradora). Las opciones son: A) Instalar un filtro solar (tela microperforada); o, B) colgar una cortina tipo pantalla solar (black-out) sobre la ventana o puerta desde el interior.

## MULTAS Y SANCIONES

De conformidad con las Secciones 33-1242 y 33-1803 de A.R.S., después de recibir un aviso de la infracción y la oportunidad de ser escuchado, una asociación comunitaria puede imponer sanciones monetarias razonables sobre los propietarios del lote/unidad por infracciones a la declaración, estatutos y normas de la asociación. Estas multas y sanciones son ejecutables del mismo modo que las imposiciones impagas.

Cualquier infracción a estas Normas o a cualquier disposición de las Condiciones, Cláusulas y Restricciones, Artículos de Incorporación o Estatutos, por parte de un Integrante (Propietario), familiar, inquilino, huésped, invitado o licenciatario, acarreará una multa contra el Propietario correspondiente y se sancionará de la siguiente manera (además de cualquier otra sanción, inhabilitación o reparación disponible para la Asociación):

- Primera infracción: carta de advertencia al Propietario que le otorgará un plazo de treinta (30) días para corregir la infracción,
- Segunda infracción: carta de infracción al Propietario que le otorgará un plazo de diez (10) días para apelar la infracción y solicitar una audiencia frente al Consejo de Administración en la próxima reunión programada del Consejo de Administración (o un plazo acordado por las partes) antes de imponer alguna sanción monetaria. Si el Propietario no apela la infracción en un plazo de diez (10) días, se impondrá una multa de \$100.00 a la cuenta del Propietario.<sup>1</sup>
- Tercera infracción: carta de infracción al Propietario que le otorgará un plazo de diez (10) días para apelar la infracción y solicitar una audiencia ante el Consejo de Administración en la próxima reunión programada del Consejo de Administración (o un plazo acordado por las partes) antes de imponer alguna sanción monetaria. Si el Propietario no apela la infracción en un plazo de diez (10) días, se impondrá una multa de \$100.00 a la cuenta del Propietario.
- Cuarta infracción: la Asociación derivará el caso a un abogado para que obligue al cumplimiento a través de órdenes judiciales temporales o permanentes. Los costos y los honorarios de los abogados que pague la Asociación por dicha acción se cargarán a la cuenta del Propietario. Además, si la unidad en infracción es una unidad alquilada con opción a compra, el inquilino que cause la infracción (si corresponde) será desalojado de la unidad.

***Cada infracción subsiguiente acarreará multas que se cargarán a la cuenta del Propietario en incrementos de \$100.00, acompañadas por una carta para exigir el cumplimiento en un plazo de diez (10) días y que le dará al Propietario una oportunidad de apelar la infracción en una audiencia ante el Consejo de Administración, antes de que se le imponga cualquier sanción monetaria.***

(El requisito de la audiencia se cumple dándole la oportunidad al Propietario de expresar su punto de vista en una audiencia en la siguiente reunión del Consejo de Administración, mediante

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<sup>1</sup> La multa correspondiente a un Propietario que realiza un cambio en el exterior de la unidad sin autorización previa del Consejo de Administración o el Comité de Control Arquitectónico es de un mínimo de \$500.00 hasta un máximo de \$1,500.00.

una respuesta escrita presentada en un plazo de diez (10) días del aviso de infracción o según se establezca en el aviso de infracción).

El Propietario así notificado tiene la obligación de averiguar cuándo y dónde se celebrará la próxima reunión programada del Consejo de Administración o de satisfacer los requisitos del aviso. No satisfacer los requisitos del aviso o no asistir a dicha reunión anularán el derecho a la audiencia del Propietario. En el caso de que haya una audiencia, cualquier determinación del Consejo de Administración o del comité designado se considerará concluyente.

**Cualquier sanción impuesta contra el Propietario puede aplicarse contra el Lote del Propietario de la misma manera establecida en la Declaración con respecto a los casos de falta de pago de cuotas de mantenimiento.**