

# **MAYA CONDOMINIUMS ASSOCIATION**

## **2017 REVISED RULES, REGULATIONS, and POLICIES**

In accordance with the authority vested in the Covenants, Conditions, and Reservations (CC&Rs) for the Maya Condominiums, a Homeowners' Association, the following Rules, Regulations, and Policies are promulgated by the Board of Directors for the benefit of all Unit Owners. All rules, regulations, policies, architectural guidelines, covenants, conditions, and restrictions which run with the Property shall be binding on all Unit Owners, guests, tenants, or other occupants.

### **RENTALS**

- a) Each tenant under a lease for a Unit accepts and is subject to all restrictions, covenants, conditions, reservations, and the rules, regulations and policies as apply to the Owner of such Unit (collectively, the "Rules"). All persons occupying a Unit as a Non-Owner (renter) shall enjoy the same Common Elements and other use benefits of the Association (to the extent permitted by Owner).
- b) Unit Owners shall be responsible for the actions of their tenants/occupants/guests and are responsible for informing same of all Rules prior to commencement of lease.
- c) Unit Owners may designate, in writing, third parties to act as the Owner's agent with respect to all Maya Condominiums Association matters relating to the rental/lease Unit. The Owner shall sign the written designation and shall provide a copy of the written designation to Management.
- d) All Unit Owners or Designated Agents shall provide Management the following information for each new lease term within five (5) calendar days of the start of a new rental/lease contract of tenancy or renewal of tenancy.
  - i. Name and contact information for any adult(s) occupying the Unit; including the person(s) to contact in case of personal or medical emergencies.
  - ii. Time period of the rental/lease, including the beginning and ending dates of the tenancy.
  - iii. Description and license plate number of tenant and occupant vehicle(s) to be parked on Maya property.
- e) If a Unit Owner or Designated Agent fails to provide Management the information in Section 1(d) hereinabove, Management shall send the Unit Owner or Designated Agent a request for such information, and the Unit Owner shall be assessed \$25.00 per request sent. The Unit Owner or Designated Agent shall provide Management the requested information within fifteen (15) calendar days of the date of the request.
- f) A fifteen dollar (\$15) fee shall be assessed to any Unit Owner for incomplete or late information if requested pursuant to 1(e) hereinabove. This fee is in addition to the \$25 fee.
- g) Unit Owners or Designated Agents shall address grievances for their tenant/occupant to the Property Manager and/or the Board of Directors.
- h) Only a Unit Owner or Designated Agent shall be authorized to submit work-order requests to Management.
- i) Unit Owners shall be responsible for informing Management of any infestation. Unit Owners shall be responsible for extermination of bed bug or tick infestation(s) and shall be billed back for any charges incurred if Management is required to resolve any infestation(s).

### **SCHEDULE 'A' VIOLATIONS**

*Schedule 'A' Violations are defined as those upon which an automatic initial penalty of \$500 shall be assessed. Homeowners are given fourteen days (14) within which to cure the violation (in the case of unapproved architectural changes and insurance deficiencies), after which a second violation and Second-Notice fine (\$750.00) shall be assessed. If after a further fourteen-day (14) period, the violation has still not been cured, a Third and Final Notice and fine (\$1,000.00) shall be assessed. Violations not cured within fourteen (14) days of the Third (3rd) and Final Notice shall be turned over to an attorney for legal action. All attorney fees and costs shall be charged back to the Unit Owner in violation. Schedule 'A' violations include all violations related to construction, including construction noise, after-hours construction, dumping, parking, et cetera, and each infraction is cumulative (i.e., after-hours construction could be a first violation; contractor parking a second violation, and dumping a third violation. While separate incidents, violations shall be cumulative and penalties shall escalate with each offence).*

1) **ARCHITECTURAL**: *Architectural restrictions are intended to protect the structural and mechanical integrity of the building and mechanical systems, including but not limited to the electrical and plumbing operations as well as the aesthetic consistency of the community.*

No Unit Owner shall permit anything to be done in his Unit which will result in the cancellation of insurance on the Building or which would be in violation of any law. Planned structural changes to any Unit shall require an Architectural Application and Architectural Consent. Unauthorized structural changes **shall** be assessed a violation fine and unauthorized structural changes **shall** be removed by the Unit Owner or at the Unit Owner's expense. Structural changes include but are not limited to the removal, addition, or moving of any wall, change-out of in-unit air handler, and any changes to electrical, plumbing, or Association mechanical systems.

**Stipulated Changes requiring Architectural Application and Consent:**

- a) Ceiling Channeling, (specs available)
- b) Flooring, Sound-Absorbent Materials (specs available)
- c) Handicap Ramp, (specs available)
- d) Patio Slope, (specs available)
- e) Storm Door, (specs available)
- f) Roller Shade, (specs available)
- g) Window/Patio Door Replacement, (specs available)
- h) Patio gates and fences (specs available)
- i) Balcony overhangs (specs available)
- j) Electrical alterations
- k) Plumbing alterations
- l) Entry-door color change
- m) Removal of popcorn ceilings

*Note: Please check with Management to confirm if your plans require Architectural Approval as the list of Stipulated Changes requiring Architectural Application and Consent may change over time.*

2) **WITHOUT PRIOR Architectural Application and written Consent of the Architectural Committee, Management, and/or Board:**

- a) Enclosures (partially or entirely) shall not be affixed to any exterior portion of the buildings. Patios and balconies: metal roller shades, zip screens, and roller blinds shall meet architectural requirements. No permanent patio or balcony enclosures shall be erected.
- b) Except in first-floor units, hard-surface floor cover shall not be installed without an approved Architectural Application, which includes approved sound-absorbent underlayment to prevent transmission of noise. "Hard-surface floor cover" is defined as tile, hardwood, laminate or cement-product flooring.
- c) Removal of popcorn ceilings shall not be done without requisite permit and advance asbestos testing as per Maricopa County and EPA guidelines.
- d) Construction debris/waste (including but not limited to: cabinets, countertops, appliances, furniture, sinks, toilets, drywall, wood, cement, flooring, carpeting, tile, grout, waste water, etc.) shall **not** be deposited, abandoned, or disposed of anywhere on Maya property, including in or around dumpsters, landscaping, or river rock.
- e) Electrical wiring (e.g. adding new wiring, rewiring, relocating wiring or outlets) and/or plumbing (e.g. adding new lines, moving water lines, reconfiguring existing lines, or adding in-unit shut-offs) shall require an approved Architecture Application prior to commencing work. Replacing existing fixtures do not require Architectural Application (ex. installing a new light fixture without altering, adding or moving wiring);  
*Please note: Water shut-offs for plumbing requires scheduling; see Water Shut-Offs.*
- f) Exterior doors (wood, screen/storm doors, patio) and windows (catwalk, patio, and balcony) shall meet architectural requirements (specs). Exterior doors, windows, and shall be maintained by the Unit Owner.
- g) **All** City, County, and/or State permits and the Maya Window Notice shall be posted on the front window or door of a Unit for the entire period of any project.
- h) Unit Owners shall adhere to Construction Hours: Monday to Friday, 8am - 5pm; Saturday, Sunday, and Holidays, 9am - 4pm. ***NO noise-related construction Sundays or holidays.***

- i) Window coverings facing sidewalks and catwalks shall be white and without decoration.
- j) Washers and dryers shall not be installed in any Unit.
- k) Water shut-offs for plumbing work are prohibited without prior written request and consent, and must conform to scheduled shut-off hours and procedures.

### 3) **HARASSMENT**

Definition of Harassment: *offensive activity including unwanted and annoying actions directed towards another that can include threatening, insulting or abusive words within the hearing or sight of a person likely to be harassed thereby.*

- a) Harassment of Residents, Management, Staff, Guests or Vendors shall not be permitted.
- b) Firearms are prohibited in the Common Elements except to travel directly from one's unit to one's vehicle on the property where legal. Weapons are not permitted in the clubhouse or office at any time (e.g. guns, knives, swords, bayonets, ninja stars, et cetera).

## **SCHEDULE 'B' VIOLATIONS**

*Schedule 'B' Violations are defined as those violations upon which Homeowners are given a First Notice, without penalty, and fourteen (14) days within which to cure the violation. After fourteen (14) days, if the violation is not cured, a Second Notice and a fine of \$75.00 shall be assessed. If, after a further fourteen-day period, the violation has still not been cured, a Third-and-Final Notice and fine (\$150.00) shall be assessed. Violations not cured within fourteen (14) days of the Third-and-Final Notice shall be turned over to an attorney for legal action. All attorney fees and costs shall be charged back to the Unit Owner in violation.*

### 1) **CLUBHOUSE**

- a) Clubhouse is closed from 11PM to 5AM including fitness, billiard, and universal gym rooms. Residents and their guests are not permitted in the clubhouse outside of posted hours. Exception, Maya-approved committees and functions may use as scheduled.
- b) Smoking is prohibited inside the clubhouse and within 20 feet of any entrance.
- c) Residents may reserve the main clubhouse room for private functions. All other areas including the pool and spa must remain open to other Residents.
  - i) Clubhouse reservation requires a \$75 deposit.
  - ii) Deposit is refundable after satisfactory post-function inspection of the clubhouse.
- d) Individuals under the age of sixteen (16) must be accompanied by an adult to use the billiard room, fitness room, or universal gym room.
- e) Pets are prohibited in the Clubhouse at all times.

### 2) **FITNESS ROOM RULES**

- a) Users of the Fitness Room are required to report damaged or dangerous equipment to Management immediately.
- b) Proper attire must be worn, including shirts and sneakers.
- c) No food or beverages, except for water, are permitted.
- d) No glass containers are permitted.
- e) No pets are allowed in the fitness rooms.
- f) No children under sixteen (16) are permitted without adult supervision.
- g) Users of the Fitness Room are required to wipe down equipment after each use.
- h) In Case of Emergency, Call 911.
- i) Users of the Fitness Room are required to abide by all posted Fitness Room rules.
- j) **RECOMMENDATION:** Residents/Guests are strongly encouraged to consult their physician prior to using Fitness facilities.

### 3) **GENERAL**

- b) No activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein either willfully or negligently which may become an annoyance or nuisance to other Unit Owners or Occupants or which disturbs other Occupants' quiet enjoyment of the property or their units, including but not limited to noise.  
Gates are to be closed purposefully, securely, and quietly.

- c) Smoking is prohibited on the catwalks or sidewalks within 20 feet of any Common Element door or window.
- d) No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploitation, or otherwise shall be conducted, maintained, or permitted in any Unit. This restriction shall not prohibit a Unit Owner from maintaining his personal professional library or keeping personal business or professional records or accounts or handling his personal business or professional telephone calls or correspondence.
- e) Sidewalks and catwalks shall be kept free of trash bags and other unsightly materials.
- f) No personal items shall be permitted on walkways or catwalks, (eg. chairs, lounges, plants)
- g) Shopping cart use on Maya property is strictly prohibited.
- i) No personal items shall be tied or locked on any Common Element, (i.e. bicycles [except to bike racks], skateboards, segways, scooters, etc.). Lockboxes must not be attached to common elements (eg. Railings)
- j) No skateboarding, rollerblading, skating, segwaying, or motorized, electric, or push scooting shall be permitted on catwalks, sidewalks, walkways, or in parking lots. Bicycling is not permitted on catwalks, sidewalks, or walkways.  
*Exemption: medically-authorized scooters.*
- k) Bulletin board postings in laundry rooms shall be approved by Management. Postings not approved shall be removed immediately.
- l) Residents/occupants and their guests shall comply with all posted signs, rules, and regulations.

**PARKING AREAS**     *Please refer to Parking Rules adopted February 7, 2017.*

**4) PATIOS & BALCONIES**

- a) Patios and balconies shall be kept clean. Storage of unsightly items in plain view is prohibited (e.g. ladders, stacked boxes or crates, brooms, mops, large exercise equipment, appliances, large tools, unused furniture, etc.).
- b) Electric grills are permitted on patios and balconies only.
- c) Following items are prohibited: gas, propane, and charcoal grills; outdoor propane heat lamps or fire pits/fireplaces; wood burning chimineas; storage of propane tanks; and storage of fuel, oil, or other combustible materials.
- d) All plantings of shrubs and trees within patios are the ongoing responsibility of the unit owner. New plantings of trees or shrubs that grow to a height of more than six feet is prohibited and ongoing maintenance is the responsibility of the homeowner.
- e) Holiday decorations and colored lights may be displayed up to one (1) month prior and shall be removed five (5) days after holidays, with the exception of Christmas which decorations shall be removed by January 10th.
- f) Only clear decorative strand lights are permitted year-round.
- g) No lights or decorations must not be affixed to common elements (e.g. balcony railings).
- h) Articles of clothing, sheets, blankets, laundry of any kind, or other articles shall not be hung out or exposed on any part of the Common Elements, which includes balcony rails and patio fences.

**5) PETS**

- a) Unit Owners are responsible for the actions of their pets and their tenant's, occupant's, and/or guest's pets.
- b) A maximum of two (2) domestic household pets are permitted per unit.
- c) All certified service and emotional animals shall be registered through Management. Certified and emotional animals *shall be accompanied by the registered owner* at all times while on Maya Association property.
- d) All domestic pets shall be leashed or tethered in the Common Elements and on main-floor unenclosed patios, and shall be kept under control at all times.
- e) No pets shall be left unattended in the Common Elements, on patios or on balconies.
- f) No pet shall be tethered to Common Elements (e.g. pool or spa fencing).
- g) All domestic Pet Owners are responsible to clean up after their pets in the Common Elements, patios, and balconies for the health, safety, and welfare of the pets and Community. City of Scottsdale Code applies.

- h) No dogs, cats or animals of any kind shall be bred in any Unit or in the Common Elements.
- i) All dogs must be current on their rabies vaccine and proof of same must be provided to Management on request.
- i) Animal waste is not permitted on balconies or patios.

#### 6) **POOL & SPA**

- a) Pool and spa compounds are closed from 11PM to 7AM and unit owners and their guests are not to trespass during these hours.
- b) Pool and spa gates shall be kept closed and locked at all times. Homeowners are not to prop open gates.
- c) Residents **shall not** give access to controlled areas to anyone not an occupant of their own unit.
- d) Pool and spa are intended for use by Residents and invited guests only.
- e) No smoking, chewing tobacco, or vaping (e-cigarettes) permitted within pool or spa compound.
- f) *Observe all posted regulations, including but not limited to:*
  - no excessive noise, no running, no diving, no cannon balls, no jumping, no rapid throwing of objects; no unattended minors; no music/radios without use of headphones; no horseplay, shoulder rides, dunking, excessive public displays of affection, abusive or foul language, or fighting;
- g) **NO GLASS ITEMS** of any kind shall be permitted within the pool and spa areas.
- h) Food and drinks shall be kept and consumed a minimum of four (4) feet away from pool or spa edge, as per Maricopa County code.

#### **No food or beverages allowed IN pool or spa.**

- i) Residents may not reserve any part of the pool or spa areas, including loungers.

#### 7) **SECURITY BREACH \* (Immediate initial Monetary Penalty; no courtesy warning letter) \***

- a) No person will duplicate any Maya common key, proximity card, FOB, or other access mechanism.
- b) No person will distribute any Maya common key, proximity card, FOB, or other access mechanism to any party who is not a lawful occupant or guest of their unit.
- c) Loss of any common key, proximity card, FOB, or other access mechanism must be reported to management immediately.
- d) No person will prop open, tamper with, or disable any security feature.

#### 8) **SIGNS: FOR SALE, REAL ESTATE & OPEN HOUSE, POLITICAL, FLAGS**

- a) For sale signs shall be allowed to be placed on the Unit Owner's windows with a limit of two (2) signs per Unit.
- b) No signs shall be affixed to any exterior wall, patio, or balcony of the buildings.
- c) A sign shall be of industry standard size sign, which shall not exceed eighteen by twenty-four (18 x 24) inches, and the industry standard size rider, which shall not exceed six by twenty-four (6 x 24) inches. See A.R.S. §33-1261.
- d) An Open House for sale, rental, or leasing may be held on weekdays, weekends, and/or holidays for the purpose of selling, renting, or leasing a Unit and open-house hours shall not be before 8AM or after 6PM
- e) Regarding flags and political signs, please check with Management or A.R.S. §33-1261.

#### 9) **WATER SHUT-OFFS**

SCHEDULED water shut-offs are every 3<sup>RD</sup> Wednesday of the month

UNSCHEDULED water shut-offs are for *emergency* plumbing repairs only.

- a) Water shut-off request forms must be submitted no later than the Friday before the regularly-scheduled water shut off. Forms are available online or through the Office.  
*Please Note:* water shut-offs affect more than one unit and can affect one or more buildings.
- b) Plumbing work shall be done in accordance with City of Scottsdale Building Code.
- c) Any Unit no longer requiring a scheduled shut-off must inform Management immediately.
- d) Work shall not commence before 9AM and must be completed no later than 12PM.
- e) Fines shall be assessed for work not completed within the timeframe in Item (d), above.
- f) Management/Maintenance is to be informed immediately when plumbing work is complete.
- g) Plumbing debris must not be disposed of anywhere on Maya property, including dumpsters.

### Water shut-off fines and process:

All water shut-offs for plumbing work require a request approval and adherence to guidelines. Failure to comply with the water shut-off process shall result in the following fines:

- Over Allowable Timeframe .....\$ 100
- Each Additional 15 Minutes .....\$ 25
- Non Cancellation .....\$ 100

MAYA CONDOMINIUMS ASSOCIATION  
REVISED RULES, REGULATIONS, & POLICIES  
Adopted October \_\_, 2017

**The Maya Condominiums, a Homeowners Association (HOA), is a communal property. This requires, by each deed of Property, the adherence vested in the Documents of the Property which are the Covenants, Conditions, and Reservations (CC&Rs), By-Laws, Articles of Incorporation, and Rules, Regulations, and Policies (R&Rs)**

**All Residents of the Community are required to promote 'Good-Nighbor' behavior in order to maintain an enjoyable and comfortable environment throughout the Community. However, not all Residents will always adhere to the Documents, either because of intent or the lack of knowledge. Neither is an excuse for noncompliance and the Board of Directors has adopted the following Enforcement Policy.**

In all cases where a Guest/Tenant/Occupant is in violation of the Documents, the Unit Owner shall be held responsible for curing the infraction and paying any fine imposed.

1. The Property Manager observes a violation or investigates a reported violation to verify if an infraction has occurred. Violation notices will include observance date and description of violation noticed.
2. The Unit Owner responsible for the violation shall be issued a first (1<sup>ST</sup>) violation notice by the Property Manager to cure the violation within fourteen (14) days, where curable.

### First Violation Fines:

Schedule 'A': \$500

'B': No monetary fine (*Exception: Security Breach*)

3. Second Violation Notices/Fines will be issued for those violations not cured within 14 days of the first notice.  
Schedule 'A': \$750                      'B': \$75.00

4. Third Violation Notices/Fines will be issued for those violations not cured within 14 days of the second notice.  
Schedule 'A': \$1,000                      'B': \$150.00

**NOTE:** Violations under **Section 8, "Security"**, do not receive a courtesy warning letter on the first violation; an immediate monetary penalty shall be assessed.

## APPEALS

1. A hearing request with the Board of Directors shall be submitted in writing or by email within fourteen (14) days of violation notice and will be held at the next regularly-scheduled Board meeting.
2. The Unit Owner shall be notified of the Board of Director's decision within 48 hours via email or certified letter.
3. The decision of the Board of Directors is final and there is no appeal to their decision.

NOTE: THE BOARD OF DIRECTORS RESERVES THE RIGHT TO INTERPRET ANY VIOLATION OF THE DOCUMENTS. The Board of Directors reserves the right, in its sole discretion, to assess additional monetary penalties as opposed to initiating legal action for repeated violations.

***All Violations Shall Be Documented and Kept in the Unit Owner's Lot File in the Maya Office. All attorney fees and costs incurred in enforcement shall be charged back to the Unit Owner in Violation.***