

**ANDARE**  
**CONDOMINIUM**  
**ASSOCIATION**  
**RESIDENTIAL HANDBOOK**

**September 1, 2013**

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## **INTRODUCTION ~ Welcome to Andare!**

Andare is a Residential Condominium Community containing amenities for the Residents of the Community. Because attached living is a unique experience that relies on the mutual cooperation of all to be successful, Andare Condominium Association ("Association") created this Residential Handbook. Inside you will find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all Residents within the Community. This Residential Handbook details basic guidelines that, if observed, ensure that the structures and grounds of Andare remain in good condition and that property values are maintained.

Bear in mind that the rules and guidelines established in this Residential Handbook are always subject to the Condominium Declaration for Andare Condominium ("Declaration") and the Association's Articles of Incorporation and Bylaws. These documents (referred to collectively as the "Governing Documents") establish and govern the Association and the Community. The Board of Directors has the power to revise the rules, regulations, guidelines, policies and procedures set forth in this Residential Handbook as may be necessary from time-to-time.

Please read this Residential Handbook carefully, and ensure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth within this Residential Handbook. If you have questions, please contact the Community Manager at :

Vision Community Management  
16625 S Desert Foothills Pkwy  
Phoenix, AZ 85048

If you want to make any modifications to the interior or exterior of your Unit, including Limited Common Elements, a request must be submitted to the Association in writing for approval by the Architectural Committee, if such Committee is established, otherwise, by the Board of Directors. The procedures and guidelines for such modifications are located in the Architectural Guidelines section of this Residential Handbook.

As you read through this Residential Handbook, you will encounter defined terms identifiable by their initial capital letters. Except as the context otherwise includes, these defined terms shall have the same meaning as set forth in the Declaration. The term "Resident" in this document shall include any Unit Owner as well as any person who resides in a Unit for a period of thirty (30) days or more in a twelve (12) month period, or who occupies or is in possession of a Unit, whether as a Lessee, guest or otherwise. The term "Community Manager" means the managing agent or property management company retained by the Board of Directors of the Association to manage and maintain Andare.

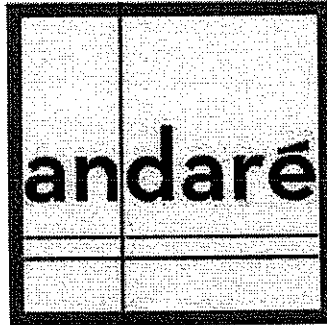
The purpose of the Association is to operate, manage and maintain Andare for the benefit of the Residents. The Board governs the Association and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Owners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Community Manager. Information on becoming a Board member can be found in the Bylaws of Andare Condominium Association.

Problems related to the Common Elements and Limited Common Elements of the Community should be reported to the Community Manager. These shall include the following: structural parts of the Building, walls, roofs, floors (excluding flooring) and the spaces within such floors including ductwork, foundations, slabs, all waste, water, gas pipes, fire sprinkler system, tubing for delivery of insecticide, ducts, flues, chimneys, conduits, wires and other utility and installation lines (except those outlets and traps within the Unit), exteriors of all Buildings, pool/ spa, streets, parking spaces, sidewalks, landscaping, street lights, lights in the Common Elements and Limited Common Elements to include entryways, doorsteps, patios, decks, stoops and porches and all other devices and premises not situated within a Unit (excluding air conditioning and heating units), and any other areas as further defined in the Declaration.

## **COOPERATION**

Andare is a unique and luxurious living environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the Community, all Residents and their guests must comply with the rules and guidelines set forth in this Residential Handbook and the Governing Documents. Owners are encouraged to participate in the continued management and upkeep of Andare by serving on the Board, participating on a Committee, and being involved in the Community.

Andare Condominium Association welcomes communication from its members. Please feel free to contact the Community Manager, the Association's liaison, to discuss any questions, issues or concerns in the Community. The Community Manager will bring such items to the attention of the Board of Directors for their consideration.



**ANDARE**  
**CONDOMINIUM**  
**ASSOCIATION**

**RESIDENTIAL GUIDELINES**

## **INTRODUCTION**

The Residential Guidelines established for Andare are intended to foster an environment of neighborliness, consideration and cooperation. These Residential Guidelines constitute Rules and Regulations contemplated by the Declaration. All Owners, residents and their guests are required to follow these Guidelines as a means of acting on behalf of the greater good of the Community and its well being. The Board has adopted these Guidelines, in addition to the provisions of the Declaration and the Bylaws.

As a point of clarification, all references below to Common Elements include, but are not limited to, the pool and spa area, landscaped areas, private drives and driveways, and guest parking spaces.

## **ACTIVITIES WITHIN THE COMMON ELEMENTS**

It cannot be stressed enough that all Residents be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines Residents and their guests must observe at Andare.

1. Safety and Noise. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Keep the volume at a reasonable level at all times so other Residents are not disturbed. **AFTER 10 P.M., THE VOLUME MUST BE SIGNIFICANTLY REDUCED TO KEEP FROM DISTURBING OTHER RESIDENTS.**
2. Damage Caused by Owners or Residents. Please take due care when using the Common Elements. Residents will be responsible for and bear all costs of repairs and/or replacement for any damage to any Buildings, recreational facilities, entrance gates or any other Common Elements, if it is determined that the damage was caused by the Owner, its Lessees, guests, employees or contractors. No Resident may store or place anything in the Common Elements.
3. No Obstruction. Obstruction of the walkways or entranceways throughout the property is not permitted. Personal property may not be left in the parking areas at any time. The Association will not be responsible for any damage to, or loss of, any personal property left in any Common Elements.
4. Waste. To maintain sanitation, you are requested to bag your trash and break down any boxes deposited in the trash receptacles. No batteries, tires, oil, transmission fluid, hazardous waste, furniture or mattresses are permitted to be placed in the receptacles or in the receptacle areas. The disposal of these items shall be the responsibility of the Resident. Please ensure receptacle lids are closed after each use. When receptacle lids are left open, odors increase and are a nuisance and health hazard to all residents.
5. Solicitation. Residents shall not distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or vehicles parked in the Community.
6. Skateboards, Scooters, Bicycles, Rollerblades, Etc. Care should be taken when riding skateboards, scooters, bicycles, rollerblades, etc. on the Private Streets of the Community. Such items shall be stored within the Unit or garage when not in use so as to not be Visible from Neighboring Properties. No motorized scooters, skateboards, etc. shall be permitted within the Community.
7. Emergencies. Per Section 3.10.3 of the Declaration, in the case of an emergency, the Association shall have the right to enter a Unit without permission.
8. Outside Drying or Laundering. Exterior clothesline shall not be erected or maintained or hung on balconies or any such other areas so as to be Visible from Neighboring Properties. No exterior drying or laundering of clothes, towels or any other items shall be permitted so as to be Visible from Neighboring Properties.
9. Common Elements. As further defined in the Declaration, no Owner shall have any right or obligation to repair, improve, paint, refinish or modify in any way any exterior components of the Buildings or any landscaping in the Community. All roof materials and other exterior surfaces and finish of any Building may only be replaced by the Association.

## **CONDUCT AFFECTING INSURANCE**

Residents shall not do or keep anything in any Unit or in the Common Elements that will increase the rate of insurance or could result in the cancellation or suspension of insurance or which would be in violation of any law.

A Resident who is responsible for an increase in the rate of insurance on the Common Elements shall be personally liable for the cost of the additional insurance premiums.

Please refer to Article 8 of the Declaration for information regarding Association and Owner insurance requirements, specifically Article 8.4 in regard to insurance to be obtained by Unit Owners. If you have further questions, please contact the Community Manager or your insurance agent.

## **RESIDENTIAL CONDOMINIUMS**

1. Residential Use. All Units and Limited Common Elements are devoted exclusively to Single Family residential use. Please refer to Section 4.1 of the Declaration for more information regarding the types of uses that are considered to be residential.

2. Pest Control (Interior of Unit). Owners are responsible for performing or contracting to have performed such termite and pest control service for their Unit as is necessary to keep Unit free from termites and pest infestation.

3. Balconies, Porches and Entry Courtyards. Please note the following guidelines in regard to Balconies, Porches and Entry Courtyards:

(a) Existing drainage patterns must be maintained and all drainage systems must be kept free of debris and free flowing. Changing the drainage pattern may cause damage to the Community's Buildings and structures.

(b) Potted plants must be a neutral color that is harmonious with the color scheme of the exterior walls of the Building and have a tray placed underneath the pot to prevent water spillage. Such trays, and any other device designed to hold water, must be raised above the surface of the balcony, porch or entry courtyard in order to allow sufficient air flow beneath such tray or device.

(c) Potted plants shall not be placed in a position on any balcony, porch or entry courtyard which will block any drains or obstruct drainage patterns. No plants shall be permitted to be planted in the ground within a porch or entry courtyard area. Only potted plants shall be permitted

(d) No items such as screens, linens, blankets, rugs, swimsuits, plants, banners, wind chimes or other objects may be hung from a balcony, porch or entry courtyard.

(e) Balconies, porches and entry courtyards shall not be used for storage purposes, including, without limitation, the storage of bicycles. No trash shall be left or stored on balconies, porches or entry courtyards.

(f) Residents shall use due care when cleaning their balconies. Balcony surfaces shall be mopped or cleaned in such a manner as to not cause any water to extend beyond the boundaries of the balcony. Cleaning should be done with only a mild soap; no bleach or ammonia may be used on the balconies.

(g) No improvements shall be nailed, bolted, or otherwise attached to the floor, ceiling, walls, or any portion of a balcony, porch or entry courtyard without prior approval of the Architectural Committee. No changes to the concrete flooring of the porches or entry courtyards shall be made to include the installation of pavers, carpet, artificial grass or any other similar type of products.

(h) Any furniture, furnishings, plants and other materials kept or stored on any balcony, porch or entry courtyard shall be of a neutral color that is harmonious with the color scheme of the exterior walls of the Building and approved by the Architectural Committee in writing or unless expressly permitted herein. Such items shall be maintained in like new condition at all times. No plastic furniture shall be permitted.

(i) No barbeques, fireplaces of any kind may be installed or used within any balcony, porch or entry courtyard. This is a Fire Code and will be strictly enforced by the City. Likewise, no fire bowl or other open flame device of any kind shall be placed or operated on any balcony, porch or entry courtyard.

(j) Stereo speakers may not be placed on the balconies, porches or entry courtyards.

(k) No pets shall be left unattended on balconies, porches or entry courtyards.

(l) Balcony lights are Limited Common Elements for the exclusive use of the Unit Owner. Light bulbs for such balcony lights shall be private and replaced by the Resident of the Unit.

(m) Water features to include fountains shall be permitted within the confines of an entry courtyard. Such fountains shall be plumbed through the use of individual Unit Owners water system and shall not be plumbed into the Building water supply. It is suggested that water features be chlorinated to avoid the breeding of pests.

(n) The installation of spas shall not be permitted.

4. Alarms. Any alarm installed or connected in a Residential Unit shall be the type of alarm which may be monitored by a certified alarm company.

5. Speakers, Vibrations and Noise. To ensure everyone's quiet enjoyment of their residence, wall mounted music, television or surround sound systems, including, but not limited to, wall mounted speakers or other audiovisual devices which will cause vibrations, noise or an unreasonable annoyance or damage are not permitted to be supported by or come into contact with demising walls.

6. Waterbeds. Waterbeds shall not be permitted in any Unit. Each Owner acknowledges that substantial damage to other Units may occur as a result of a violation of this restriction and that the Owner causing such damage shall be responsible for all damage.

7. Aquariums. Aquariums holding more than thirty (30) gallons of water shall not be permitted in any Unit. Each Owner acknowledges that substantial damage to other Units may occur from a leaking or broken aquarium and that the Owner causing such damage shall be responsible for all damage.

#### **SWIMMING POOL AND SPA RULES**

1. Hours are Sunday through Thursday, 6 A.M. to 10 P.M., Friday and Saturday, 6 A.M. to 11 P.M. We ask that you please be considerate of your neighbors while using the pool and spa.

2. **NO LIFEGUARD IS ON DUTY.** Lifeguard or supervisory service is not provided. Anyone using the facilities shall do so at their own risk, responsibility and liability.

3. Facilities are reserved for Residents of the Community and their guests only. Residents who have rented or leased their Unit are not entitled to use the facilities during the term of the lease. Residents must accompany their guests at all times when using the facilities.

4. Anyone not abiding by the posted rules may be asked to leave the area by any member of the Association.

5. Children under the age of 14 years are not allowed in the pool and spa area unless accompanied by an adult 18 years of age or older.

6. **SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.**

7. All incontinent persons must wear a diaper, plastic pants, and a swim suit while using the pool.

8. Appropriate bathing attire must be worn.

9. Pets of any kind are not permitted in the pool area.

10. For safety reasons, no glass or sharp objects are allowed in the pool or spa area. If glass or sharp objects are brought to the area and they cause an accident, the responsible Resident will be liable for the cost of any resulting damage or injury. Only plastic or suitable non-breakable containers shall be permitted in the pool and spa area.

11. Diving is not permitted. Running, pushing or boisterous activity in or around the area is also prohibited.

12. Absolutely no tennis balls, baseballs, footballs, basketballs, Frisbees, cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) non-floating objects (such as rocks, marbles, coins and the like) or pool furniture are to be thrown into or around the pool and spa area.

13. Wheeled toys or vehicles including skateboards, roller blades, roller skates or bicycles are not allowed in the area.

14. Radios, cassette or CD players must be battery operated and headsets must be worn. The Association may post additional rules regarding the use of such devices at the pool and spa area.
15. Each Resident is responsible for placing his/her (and Guests') litter and debris in the trash receptacles prior to leaving the pool and spa area.
16. Adjustment of any control regulating the pool and spa, lights or other common service is not permitted. Upon arrival of the pool and spa maintenance crew, Residents are asked to temporarily vacate the area until cleaning and service is completed.
17. Pool and spa area is to be entered through the locked gates only. Climbing over a fence to enter or exit the area is strictly prohibited. Gates are to remain closed and locked at all times. Access keys are provided to every Residential Unit. The lending of keys to non-residents for use of the pool and spa area is strictly prohibited.
18. The Association reserves the right to limit, on a reasonable basis, the number of guests using the recreational facilities at any given time. Individuals or groups must not occupy the pool and spa to the effective exclusion of others.
19. It is recommended that individuals not use the pool or spa alone. The "buddy" system is recommended for all swimmers at all times.
20. Persons with open cuts, wounds or rashes may not use the pool or spa. Anyone having a skin disease, sore or inflamed eyes, nasal or ear discharge or any communicable disease may not use the pool or spa.
21. Intoxicated persons are prohibited from using or being in close proximity to the pool or spa.
22. Persons with heart conditions, hypertension or using medication should consult with their physician before using the spa. Exercising in the spa is prohibited.
23. Use of the spa should be restricted to fifteen (15) minute sessions to avoid drowsiness and it is recommended that the spa not be used if any alcoholic beverages have been consumed by the user.

## **ANIMALS**

All Residents must comply with City and County laws and regulations with regard to control and health of pets. All dogs and cats shall have a current license and identification tag. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup.

1. Pursuant to Section 4.7 of the Declaration for Andare Condominium, a "Permitted Pet" shall only mean a dog weighing no more than seventy-five (75) pounds, a cat or a household bird.
2. Guests of Residents shall not be allowed to bring animals onto the Common Elements at any time.
3. No animals, birds, fowl, poultry or livestock shall be maintained or kept in any Units or on any other portion of the Condominium except that no more than two (2) "Permitted Pets" may be kept or maintained in a Unit if they are kept, bred or raised solely as domestic pets and not for commercial purposes.
4. No "Permitted Pet" shall be allowed to make an unreasonable amount of noise, cause an odor, or become a nuisance. All dogs or other house pets as permitted and capable of being walked on a leash shall be kept on a leash not to exceed six (6) feet in length when outside a Unit, and all pets shall be directly under a Resident's control or direction at all times.
5. Fecal waste deposits made by pets on any Common Elements, including landscaped areas, must be promptly cleaned up by the Owner or the responsible party of the pet. Waste must be put in a tightly sealed plastic bag before being disposed of. Any damage caused by a pet shall be repaired and/or replaced at the pet Owner's expense. Pets shall not be allowed to defecate or urinate on balconies.
6. No animal shall be bathed, at any time, within any Common Element or Association Property. No structure for the care, housing, confinement or training of any animal or pet shall be maintained on any portion of the Common Elements or in any Unit so as to be Visible from Neighboring Property.



7. Pets are not allowed in the pool area. Pets shall not be tied to trees or any exterior Building structure. Any incidents involving damage to persons and/or property by any pet should be reported to the appropriate governing agency.

8. Pets must not be left outside unattended. Pets must be kept within the Unit when the Resident is away or cannot attend to them.

9. Each person bringing or keeping a pet in the Community shall be absolutely liable to other Residents and their guests for any damage to persons or property caused by any pet brought upon or kept within the Community by such person or by members of his/her family or guests.

### **ANTENNAS AND SATELLITE DISHES**

Incorporated into the Buildings as part of their initial construction is a provider-neutral system for the provision of cable television, satellite television, internet, telephone and other communications services ("Technology Services") to all of the Units. Each Owner shall be responsible for arranging directly with the providers for provision to the Unit of selected services using such system, and for payment of all monthly service charges, and any other fees and charges related thereto. Residents are prohibited from installing any cable, antenna, dish or other devices, equipment or improvements for the providing of Technology Services on any Building, Common Element or Limited Common Element.

### **FIRE SAFETY DEVICES**

1. Smoke Detectors. Each Resident must maintain the smoke detectors, alarms and horns installed in his or her Unit. As part of this maintenance, you must replace all smoke detector batteries regularly.

2. Fire Sprinklers. Each Resident must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Unit, your personal property, the Common Elements and residences adjacent to yours. Except for periodic dusting, you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not allowed to paint the sprinkler covers or have any item hanging from the fire sprinklers, including, without limitation plants, laundry, posters or other objects. You should also not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler. Nothing should be stored within eighteen (18) inches of a sprinkler head.

3. Fire Alarm System. Residents and their guests are prohibited from tampering with the fire alarm system which includes: smoke detectors, heat detectors, flow switches, tamper switches, etc. Disconnecting the horn in any Unit to the fire alarm system is against the law and will affect the operation of the horns in the other Residences in the Community. If you notice anything irregular about the fire alarm system in the Community, you should notify the Community Manager immediately.

### **GENERAL RESTRICTIONS REGARDING PARKING OF VEHICLES AND GARAGES**

1. Residents may only park in the garage of their Unit and in no event shall any vehicle owned, leased or controlled by a Resident be parked in any other location within the Condominium except in the garage. If a resident owns, leases, possesses or controls more vehicles than that which will fit fully within an enclosed garage, such additional vehicles must be kept off of the Community.

2. The parking spaces within the Community are unreserved parking spaces for the use of guests and invitees of Residents only. In no event shall parking spaces be used by Residents.

3. Guests and invitees may only park in designated parking spaces within the community or in the garage of the Unit they are visiting.

4. No vehicle of any kind or type may be parked on the private streets within the Community.

5. Unit Owners are responsible for notifying Lessees, residents and guests of the restrictions in regard to parking within the Community. Violations will be enforced against the Unit Owner whose Lessees, Residents, invitees or guests violate the parking restrictions within the Community.

6. Garage doors shall be kept closed at all times.

## **NUISANCES AND OFFENSIVE ACTIVITY**

1. No nuisance shall be permitted to exist or operate upon the Condominium and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or any Resident. No exterior speakers, horns, whistles, bells or other sound devices, except security or other emergency devices used exclusively for security or emergency purposes, shall be located, used or placed on the Condominium without the prior written approval of the Architectural Committee. Excessive noise within the Condominium or Common Elements is not permitted.
2. Sidewalks, parking areas, driveways, etc. shall not be obstructed or used for children's play, bicycle riding or for purposes other than for entrance and exit.

## **DECORATIVE ITEMS**

1. Decorative Art on Units. Decorative art on Units is not permitted.
2. Approved Flags. No freestanding flagpoles are permitted. The maximum size of an approved flag shall be three (3) feet by five (5) feet. Wall mounted flagpoles shall be a maximum of five (5) feet long with attaching brackets painted to match the structure to which they are attached. Only one (1) pole mounted flag shall be permitted per Unit. All poles and flags must be maintained in excellent condition according to the United States Flag Code Title 36 USC Chapter 10. It will be the responsibility of the Resident of the Unit on which the flag is displayed to do so with proper respect and flag etiquette. Per State Statute, permitted flags shall include American Flag, Arizona State Flag, Recognized Military Flag, POW/MIA Flag, or an Arizona Indian Nation Flag.
3. Seasonal and Decorative Flags. Seasonal and decorative flags that are mounted to the Unit require Architectural Committee approval. Seasonal flags must be removed within thirty (30) days after the date of the holiday to which the flag pertains. Flags must be maintained in good condition at all times. Flags which are torn, ripped, faded, etc. are subject to fines and removal. Flags shall not be offensive to the Association.
4. Holiday Lights and Seasonal Decorations. Outdoor holiday lighting may be displayed between Thanksgiving Day to January 15<sup>th</sup>. Seasonal decorations may be displayed thirty (30) days prior to the holiday and must be removed within fifteen (15) days after the holiday. The Board reserves the right to require the removal of decorative items based on size, quantity, color, location and any other criteria. No Resident may place holiday decorations in the Common Elements. Residents may not damage or puncture the Building in the process of displaying decorations.

## **RENTAL OF RESIDENTIAL CONDOMINIUMS**

1. Rental. An Owner shall be entitled to rent their Unit for a term of not less than one (1) year. The Owner shall be responsible for all actions of the Lessee.
2. Association Notification. All Owners who rent their Units shall submit the following items to the Association no later than ten (10) days prior to the commencement of the lease: (i) the commencement date and termination date of the lease and the names of each Lessee or other Resident who will be occupying the Unit during the term of the lease; (ii) the address and telephone number of the Unit Owner while the lease is in effect; (iii) the telephone number of the Lessee.
3. Written Lease or Rental Agreement. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Governing Documents shall be a default under the terms of the lease agreement.
4. Compliance with Governing Documents. A copy of the Governing Documents, including this Residential Handbook, shall be provided by the Owner to each tenant or Lessee. The leasing Resident shall, at all times, be responsible for their tenant's or Lessee's compliance with all of the provisions of the Governing Documents pursuant to their occupancy and use of the Condominium.
5. Association Amenities. If you lease your Residential Condominium then your rights to use the amenities in the Association Property transfer to the Lessee or tenant. An Owner shall have no personal use privileges upon leasing their Unit.
6. Time Sharing. No Unit may be divided or conveyed for timeshare, interval ownership or other such use. There shall not be any agreement, plan, program or arrangement under which the right to use, occupy or possess the Residential Condominium rotates among various persons, either corporate partnership, individual or otherwise, on a periodically recurring basis for monetary or like-kind use privileges. The Board shall have the right, power and authority to determine whether such a use is being made of a Unit.

7. Assessments and Voting Rights. A Lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any Lessee have any voting rights in the Association.

### **SIGNS**

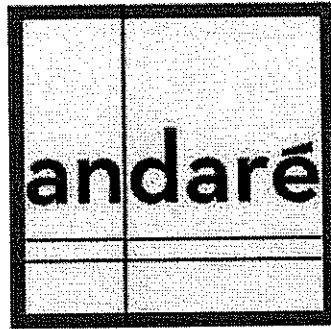
No signs, stickers or billboards of any kind shall be displayed to the public view on any portion of the Condominium except for the following: (i) signs as may be required by legal proceedings; (ii) not more than two (2) signs for each Unit for identification of the address of such Unit with a total face area of eighty-four (84) inches or less; (iii) such signs as may be erected by a Declarant in connection with the development of any Unit or the Condominium or the sale by Declarant of any Unit as well as such signage for the Condominium at such locations designated or installed by a Declarant; (iv) not more than two (2) security signs and stickers with maximum dimensions of six (6) inches by six (6) inches for professional security companies which may be retained by Residents to provide security monitoring services; and (v) one standard size eighteen inches (18") by twenty-Four inches (24") realty company "for sale" sign to be placed in the window of a Unit.

### **UTILITIES**

The Water and Sewer Usage Fee for each Unit will be invoiced on a monthly basis and shall be due and payable as indicated on the invoice. Owners understand that it is imperative that they abide by this obligation to timely pay their Water and Sewer Usage Fee to prevent the Association's default to the City of such services.

### **WATER DAMAGE**

Residents leaving their Units for extended periods must turn off the water supply to avoid damage that could be caused by leaks in their absence. You are encouraged to make arrangements for someone to check on your Unit if you will be absent for an extended period.



**ANDARE  
CONDOMINIUM  
ASSOCIATION**

**ARCHITECTURAL GUIDELINES**

## **INTRODUCTION**

These Architectural Guidelines are designed with the goal of maintaining the aesthetic beauty, and preserving the safety, value and desirability of Andare. By adhering to these Guidelines, which include guidelines and standards for all improvements and sound and noise guidelines, all Residents will benefit from the beauty and enjoyment of Andare.

Prior to making any Improvements to your Unit or any balcony, porch or entry courtyard you must first submit a complete Architectural Committee Request Form to the Architectural Committee. After receiving written approval from the Architectural Committee and complying with applicable City or governmental agencies, you may install your Improvements, or undertake your approved action. A list of contractors that will be involved in your construction must be submitted to the Association prior to the commencement of any construction for insurance purposes. Please review these "Architectural Guidelines" prior to completing your Architectural Committee Request Form to ensure your submittal is complete. In the event of a conflict between these Architectural Guidelines and the Declaration, the Declaration shall prevail.

It is recommended that you also refer to Article 4.4 of the Declaration in conjunction with these Architectural Guidelines to ensure a complete understanding of the submittal and review process. If at any time you have any questions regarding the review process, please contact the Community Manager.

## **PURPOSE**

These Architectural Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of Andare.

## **SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL**

Prior to the commencement of any addition, alteration, construction work or other Improvements, you must first submit an Architectural Committee Request Form to the Architectural Committee for approval of such work in accordance with the procedures set forth below. The following is intended to describe some of the Improvements which require approval by the Architectural Committee. Even though a proposed Improvement may not be listed below, you should submit an Architectural Committee Request Form for your proposed Improvement, unless the Declaration or Architectural Guidelines specifically exempts that particular Improvement from architectural review.

1. Architectural Committee approval is required for the following proposed Improvements to Units:
  - a. **Interior Improvements:** All interior Improvements to your Unit which impact adjacent Units or alter any part of the Common Elements require the approval of the Architectural Committee. For the purpose of these Architectural Guidelines, the term "Interior Improvements" shall include, but not be limited to:
    - Moving of non-bearing walls
    - Window coverings including draperies, shutters, shades, etc.
    - Plumbing changes
    - Electrical changes including permanent light fixtures
    - Security system
    - Permanent fixtures
    - Ceilings and columns
    - Any other Improvement (including demising walls) which may impair or alter the structural integrity of the Building or the Unit
  - b. **Electrical, HVAC and Plumbing:** New installations or changes to any originally installed electrical, HVAC or plumbing of any kind requires approval by the Architectural Committee. No access to the roof shall be permitted without the prior approval of the Association.
  - c. **Exterior Changes or Additions:** Any changes or additions to the exterior of a Unit or any balcony, porch or entry courtyard that will be Visible from Neighboring Properties must be submitted to the

Architectural Committee for approval. These shall include but are not limited to windows, screens, doors, railings or gates.

d. **Entry Door Hardware:** Residents shall not remove or replace any hardware on any entry doors without the prior approval of the Architectural Committee.

e. **Porches, Balconies and Entry Courtyard Furnishings.** The Board will review the types of furnishings solely to confirm the furnishings are a neutral color and aesthetically harmonious with the Community, as these items will be Visible from Neighboring Properties.

f. **Garage Structure.** No modification may be made to the Garage Structure without prior approval from the Architectural Committee. No holes may be drilled or cut into the floor, ceiling or side walls.

Owners are responsible for the maintenance, repair and replacement of the garage door, however, the Association shall maintain the surface painting of the door. Each Owner shall be responsible for the maintenance, repair and replacement of all garage door opening devices and remotes for the garage door.

**Failure to Obtain Approval:** It is important that you obtain the approval of the Architectural Committee so that you are not in violation of the Governing Documents. Please also remember that a building permit or other permit may be required by the County, City or other governmental agencies prior to the commencement of any work.

## **ARCHITECTURAL REVIEW PROCESS AND PROCEDURES**

**Submit Requests To:** Vision Community Management C  
16625 S Desert Foothills Pkwy E  
Phoenix, AZ 85048

**Application for Approval:** All Architectural Committee Requests Forms must be submitted in writing, together with the items described below ("Submittal Package").

- A completed Architectural Committee Request Form (attached or additional copies may be obtained from the Community Manager;
- Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("Plans and Specifications"), clearly indicating all proposed modifications;
- Floor plans, if a Resident is requesting permission to remove or relocate a wall;
- Description of materials and colors and material samples;
- A proposed construction schedule (including proposed start and completion dates);
- Certificates of insurance (including contractors' exclusions and proof of valid Workers' Compensation insurance);
- Permits and licenses, if applicable;
- A Construction Deposit, if applicable, in an amount established by the Board.
- Names, addresses and phone numbers of all contractors and subcontractors who will work on the project.

**The Architectural Committee will not be able to review your application unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.**

**Submittal Package for Patio Furnishings and Window Coverings:** For any patio furnishings and window coverings, the Resident shall submit one (1) copy of a picture showing patio furnishings, and samples of proposed fabrics and finishes and a photo of the proposed window covering and any applicable fabric and liner samples.

**Review of Application:** The Community Manager shall, on behalf of the Architectural Committee, review the Submittal Package to ensure that it is complete with all applicable items required to review.

The Architectural Committee will review the Submittal Package and provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Community Manager. The Community Manager will then provide written notice of the actions taken by the Architectural Committee within forty-five (45) days from the receipt of the complete Submittal Package.

**Appeal:** Owners may appeal a decision of the Architectural Committee to the Board of Directors. Such appeal must be submitted in writing within thirty (30) days of the mailing date of the Architectural Committee's decision. Submit appeals to:

Vision Community Management  
16625 S Desert Foothills Pkwy  
Phoenix, AZ 85048

**Diligence in Construction:** Upon final approval of the Submittal Package, the Resident shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule.

### **GENERAL CONDITIONS**

Approval by the Architectural Committee does not constitute waiver of the requirements of any governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Architectural Committee is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community. All technical and engineering matters are the responsibility of the Resident. In addition to the restrictions set forth in the Declaration and the Residential Handbook, each Resident shall also comply with the following restrictions and guidelines.

1. **Building Permits:** Building permits may be required for certain Improvements or changes. The applicant shall obtain Architectural Committee approval of any Improvements requiring a building permit prior to requesting such permit from the City. Any changes required by the City must be resubmitted to the Architectural Committee.
2. **Damage to Common Elements and/or Association Property:** Contractors must protect all Common Elements from damage. A Resident shall be responsible for any damage to the Common Elements. All applicable charges for restoration will be charged back to the Resident by the Association and are due and payable within thirty (30) days from notification to the Resident.
3. **Effect of Approval:** Approval of plans is not authorization to proceed with Improvements on any property other than the Unit owned by the applicant.
4. **Building Code Requirements:** It shall be the responsibility of the Resident to ensure that proposed modifications shall be consistent with applicable building code requirements. No Improvements will be permitted that could impair the structural integrity or mechanical systems of the Community, or lessen the support of any portion of the Community.
5. **Zoning.** All uses shall be in conformity with the zoning ordinances of the City.
6. **Structural Alterations.** No structural alterations to the interior of a Unit or to the Common Elements surrounding any Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Resident without the prior written consent of the Architectural Committee.
7. **Mechanic's Liens.** No Resident may cause or permit any mechanic's lien to be filed against the Community for labor or materials alleged to have been furnished or delivered to the Community or any Condominium for such Resident, and any Resident who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Resident from the Board. If any Resident fails to remove such mechanic's lien, the Board may discharge the lien and charge the Resident a Special Assessment for such cost of discharge.
8. **Concrete Walls or Slabs.** No Resident shall drill, penetrate or otherwise tamper with the concrete or other structural components of the Community, including the balcony, porch, courtyard and garage.

### **REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS, ETC.**

**Insurance and Contractor's License:** Each Resident shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Community, shall provide proof of insurance,

proof of valid Workers' Compensation insurance, a Arizona State Contractors License (if applicable) and a Business License (if applicable) to the Board. The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.

**Damage:** Any damage caused by contractors or sub-contractors to any Common Elements or Units is the Resident's responsibility. Any damage must be reported immediately to the Association. The Resident will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Resident will be responsible for any costs of repair incurred by the Association.

**Trash and Debris:** All trash and debris must be carried off-site on a daily basis. Construction debris may not be placed in the Community receptacles.

**Utility Shutdowns.** Any plan to temporarily disconnect for any reason a Unit's utilities must occur on a date coordinated with the Association at least one week prior to the proposed date for interruption of utility service.

**Working Hours:** Working hours for any Improvements are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m. No work is allowed on weekends or on the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day. Workers may access the Community thirty (30) minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours" begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.

**Stopping Work:** The Association has the right to stop any work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities in the Association Property.

**Fire Safety Devices:** No one shall remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in or about a Unit or the Common Elements. If spray paint, sanding, or any other work that could potentially set off the smoke detectors or fire sprinklers will be performed, it is permissible to cover smoke detectors and/or fire sprinklers with plastic (and no other material), but the plastic **must be removed at the end of the each day. A fine of \$500 will be charged for each smoke detector or fire sprinkler left covered overnight.** Arrangement with the Association needs to be made in order to cover and protect smoke detectors.

**Resident's Responsibility.** Each Resident is responsible for any violations by such Resident's contractor or subcontractors of the Architectural Guidelines, the Rules and Regulations and the Declaration.

### **COMPLIANCE WITH REQUIRED PROCEDURES**

If any architectural change is made without approval of the Architectural Committee or any violation of the Architectural Guidelines occurs, the Board may deliver written notice of the violation to the Resident. The violation notice shall specify a time period for removal of the non-conforming Improvement which the Board reasonably determines is necessary to remove the non-conforming Improvement. The Resident shall, upon receipt of the violation notice, remove the non-conforming Improvement within the time period specified in the Violation notice or make an appeal to the Board in writing (if an Architectural Committee is formed, violation notice appeals should still be made to the Board). If a Resident fails to file an appeal within fifteen (15) days of the receipt of the notice of violation, the Resident shall have waived any right to appeal.

Upon receipt of a written appeal, the Board shall, if there is a fine schedule adopted by the Board, stay the enforcement of the fine or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days of a request for a hearing, the Board shall schedule an appeal at a time and date to be determined by the Board. The appeal hearing shall be conducted in an informal manner and the Unit Owner shall have the opportunity to present any information or evidence to have the fine excused or mitigated. The decision of the Board shall be final.

### **DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)**

If the Architectural Committee is appointed and the Architectural Committee disapproves any application or approves any application with conditions, the party or parties making such application may appeal in writing to the Board. The Board must receive the written request for appeal not more than thirty (30) days of the mailing date of the disapproval decision of the Architectural Committee. Within thirty (30) days following receipt of the written request for appeal, the Board shall render its written decision. The decision of the Board shall be binding and final.



## **INSPECTION AND CORRECTION OF WORK**

**Right of Inspection During Course of Construction:** The Board or its duly authorized representative may enter into any Unit during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it is performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental rules and regulations.

The Board may not enter into a Unit without obtaining the prior permission of the Resident or occupant of such Unit; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Architectural Committee during the daylight hours within forty-eight (48) hours of the request for entry.

## **ARCHITECTURAL STANDARDS**

The standards set forth below shall apply to the Improvements within the Community. These standards are in addition to the standards set forth in the Governing Documents.

### **DRAINAGE**

There shall be no interference with the established drainage patterns, level, or grade over any Unit or Common Element unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Architectural Committee. The installation of any tile or other flooring material on balconies, patios or porches is strictly forbidden as it will interfere with proper drainage.

### **LIGHTING (EXTERIOR)**

No exterior electrical, gas or other artificial exterior lighting shall be installed, other than lighting initially installed by Declarant. Burned out or defective light bulbs for light fixtures within a Unit including any balcony, patio or porch lighting shall be replaced as often as necessary by and at the cost of the Owner.

### **WATER SUPPLY SYSTEMS**

No individual water supply or sewage disposal systems shall be permitted in any Unit. Water Softeners are permitted, however, any maintenance and repairs associated with the systems are the sole responsibility of the Owner. Owners shall also be responsible for any repairs to the Common Elements, Limited Common Elements or their Unit for any damage, to include water damage, associated with the installation of a Water Softener.

### **WINDOW COVERINGS AND TREATMENTS, SECURITY DOORS, SCREEN DOORS**

1. Each Resident shall, within ninety (90) days of becoming an Owner, install window coverings on all windows facing the streets and Common Elements adjacent to its Unit. Architectural windows that are for the purpose of permitting light into the Unit and are not necessarily designed to include window coverings, are exempt from such requirement. All window coverings must be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Unit. Window coverings may consist of draperies, shades or shutters. No sheets, blankets, bedspreads, papers or other items not designed for use as curtains or other window coverings may be used for such purposes except during a period not to exceed ninety (90) days following the conveyance of a Unit from Declarant to a Purchaser;
2. No reflective coating, materials or covering, including without limitation, aluminum foil, reflective screens or glass, mirrors or similar items shall be placed upon the outside or inside of any windows of a Unit. Window tinting is prohibited except for tinting provided by the Builder as part of the original construction of the Unit;
3. Exterior wrought iron or metal bars on windows are prohibited other than those that may be installed as part of the standard building specifications;

### **BALCONIES, PORCHES AND ENTRY COURTYARDS**

1. Outdoor furniture, furnishings, umbrellas, etc.: Such items that will be Visible from Neighboring Properties must be of a neutral color harmonious with and not in conflict with the color scheme of the exterior wall of the Units. All items must be maintained in like-new condition.

No furnishings or other Improvements shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the balcony, porch or entry courtyard. No changes to the concrete flooring of the porches or entry courtyards shall be made to include the installation of pavers, carpet, artificial grass or any other similar type of products.

2. Plants: Vegetation that extends beyond the railings, fences, walls and/or other boundaries of a balcony, porch or entry courtyard are prohibited.

3. Awnings, Etc.: Awnings, ornamental screens, and sunshades shall not be permitted on any structure or elsewhere within the Community except those that are installed in accordance with the original construction of the Community or as authorized or approved by the Architectural Committee.

4. Storage: No balcony, porch or entry courtyard shall be used for a storage area for items or materials, including but not limited to bicycles, exercise equipment, etc. No linens, blankets, rugs, swimsuits or similar articles may be hung from any balcony.

5. Gates: No changes or modifications to the originally installed entry courtyard gates shall be made.

#### **BARBEQUES, WOKS, FIRE PITS, CHIMINEAS, ETC.**

No barbeques of any kind may be installed or used within any balcony, porch or entry courtyard. This is a Fire Code and will be strictly enforced by the City. No fire bowl or open flame devices to include woks, fire pits, chimineas and related accessories and equipment are permitted on any balcony, porch or entry courtyard.

#### **SOUND ATTENUATION**

In any multi-family dwelling, sound may be audible between Units, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Unit is very low. Each Resident shall endeavor to minimize any noise transmission from his or her Unit.

1. No holes or other penetrations shall be made in demising walls (party walls) without the prior approval of the Architectural Committee. No penetrations of any sort shall be made in the ceiling of any Unit. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.

2. No modifications shall be made to any Unit which would result in a reduction in the minimum impact insulation class of the Unit.

3. Speakers for music reproduction, television and other audio-visual devices shall not be supported from or contact demising walls and shall be elevated from the floor by a proper acoustic platform.

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Section 6.3 of the Declaration provides the Board of Directors with the power to adopt, amend and repeal the Residential and Architectural Guidelines as it deems necessary. Section 13.1 of the Declaration provides the Association with the right to enforce the Governing Documents. In the event of any conflict between the Residential and Architectural Guidelines and the Declaration or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail.

**ARCHITECTURAL COMMITTEE REQUEST FORM**

Please mail to:

Vision Community Management  
16625 S Desert Foothills Pkwy  
Phoenix, AZ 85048

**PLEASE CHECK APPROPRIATE BOX BELOW:**

- I AM SUBMITTING PRIOR TO LIVING IN THE COMMUNITY  
 I AM CURRENTLY LIVING IN THE COMMUNITY

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Community: \_\_\_\_\_ Unit#: \_\_\_\_\_

Property Address: \_\_\_\_\_ Phone#: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

Submittal Type (i.e., installation of Balcony, Patio or Porch items, interior changes to my Unit, etc.): \_\_\_\_\_

\_\_\_\_\_

Type of Material to be used - (attach samples / pictures / brochures): \_\_\_\_\_

\_\_\_\_\_

Color to be used - (attach samples / pictures / brochures): \_\_\_\_\_

\_\_\_\_\_

MUST INCLUDE COMPLETE SUBMITTAL PACKAGE TO INCLUDE PLANS, FORMS, FEES, ETC., AS APPLICABLE.

**INCOMPLETE SUBMITTALS WILL BE DENIED**

Owner agrees to comply with all applicable City and State laws, and to obtain all necessary permits. Approval by the Architectural Committee shall not be deemed a warranty or representation as to the quality of such construction, installation, addition, alteration, repair, change or other work, or that work conforms to any applicable building codes or other Federal, State or Local law, statute, ordinance, rule or regulation.

Architectural Committee requests will be reviewed within 45 days of receipt of Complete Submittal Package. Requests will be approved, denied or returned for additional information.

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Homeowner E-mail address: \_\_\_\_\_

***"Office Use Only"***

The Above Described Architectural Change Has Been:

APPROVED \_\_\_\_\_ Subject to the following condition(s): \_\_\_\_\_

\_\_\_\_\_

DISAPPROVED \_\_\_\_\_ Comments: \_\_\_\_\_

\_\_\_\_\_

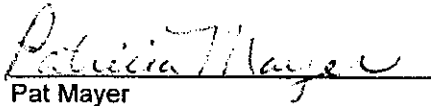
SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

**UNANIMOUS CONSENT TO ACTION  
BY THE BOARD OF DIRECTORS  
ANDARE CONDOMINIUMS HOMEOWNERS ASSOCIATION  
c/o AAM, LLC  
1600 W. Broadway Rd., Ste 200  
Tempe, AZ 85282  
(602) 957-9191**

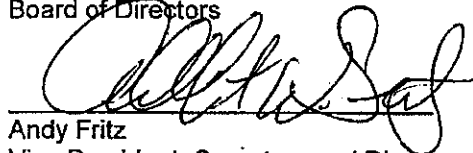
The undersigned, constituting all of the members of the Board of Directors of Andare Condominiums Homeowners Association, an Arizona nonprofit corporation, hereby take the following actions in writing and without a meeting pursuant to Section 10-3821, Arizona Revised Statutes, which actions shall have the same force and effect as if taken by the Board at a duly called meeting of the Board.

**RESOLVED** that the Board of Directors hereby adopts the attached Andare Condominiums Homeowners Association Resident Handbook dated September 1, 2013.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 9th day of September, 2013.



Pat Mayer  
President and Director,  
Board of Directors



Andy Fritz  
Vice President, Secretary and Director,  
Board of Directors



Barbara Worcester  
Treasurer and Director,  
Board of Directors