EL CONDO II, INC ASSOCIATION RULES

<u>HALLWAYS</u>, <u>SIDEWALKS</u>, <u>STAIRWAYS</u>, <u>DRIVEWAYS</u> and drive area of the underground garage of the complex shall not be obstructed with anything or used for any purpose other than entering or exiting the complex.

GARBAGE, trash, bottles and cans must be regularly removed to the dumpster provided and shall not be stored in the underground garage area. Boxes shall be broken down before depositing them into the dumpster and the lid to the dumpster shall remain closed at all times. The trash company will not pick up anything left outside the dumpster. It is the resident's responsibility to take large items to the dump. Cardboard can be taken to the recycle bins at City Hall.

<u>BALCONIES</u> - Hanging towels, bathing suits, and the like from the balcony railings is prohibited. Fire code prohibits the use of charcoal and other open flame cooking devices on the balconies.

<u>PETS</u> - Although owners of record are allowed to have pets, tenants and guests are not. The number of pets, per unit, is limited to two weighing no more than 20 lbs each. Owners who have pets must exercise extreme caution in controlling them. Dogs must, according to Lake Havasu City ordinance, be licensed and kept on a leash at all times while in the hallways and on the grounds. They should be walked off the property, insuring that there will be no mess or odor in the common areas. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance. The Board of Directors shall have the right to limit the number of animals kept in any unit and shall reserve the right to prohibit the maintenance of any animal that constitutes, in the opinion of the Board, a nuisance to any other occupant. Feeding birds is prohibited on the balconies or in the common areas, except hummingbird feeders.

<u>PARKING LOT</u> – The rear parking lot is for guest parking. Residents may use guest parking spaces for <u>short term parking only</u>. Short term parking for residents is defined as a maximum of two hours. This parking area is not to be used to store vehicles, boats, trailers, motor homes, etc. The Association Manager may issue monetary fines for violations which will be reflected on the offending unit owner's next statement. Fines may range from \$10.00 to \$100.00.

<u>PARKING GARAGE</u> - No owner, tenant, or guest shall use any parking space in the garage area other than the assigned space for that unit without written permission from the owner. Except with permission of the Board, owners who rent their units relinquish their right to use the common areas of the Association, including their own and additional carport spaces. The Association Manager shall reserve the right to have any vehicles in violation towed and impounded at the vehicle owner's expense upon written complaint of the owner of the assigned parking space. Monetary fines may also apply. Vehicles parked in the garage shall not extend beyond the support poles into the common area.

STORAGE - Storage in the garage area is limited to one enclosed cabinet not more than $4' \times 6' \times 2'$ (48 sq ft), or as previously allowed by the Fire Department. Only vehicles and trailers are to be stored in your parking space. All other items must be in your cabinet. There is no storage of boxes, furniture, etc. allowed in the garage area.

<u>POOL</u> - The pool and spa are for the use of owners, tenants, and guests only. Children under 12 must be accompanied by an adult. Shower before using the pool or spa. Absolutely no glass containers are allowed in the pool area. Pool, spa, and cabana area hours are from 8 AM to 10 PM daily. No pets are allowed in the pool area. The pool gate must be kept closed at all times. The pool cover and spa cover, bubble side down, must be replaced after use. Guests of owners and tenants shall be limited to a maximum of four (adults or children)without prior written permission obtained from the Association. Resident of record must accompany guests while at the pool.

<u>LEASING</u> - Owners that rent or delegate the use of their unit to others must follow the Association's leasing policy. This policy is available through the Association Manager's office (928-846-5901). Owners are responsible for their tenant's/guest's actions.

<u>DISTURBANCES</u> – Owners, tenants, or guests shall exercise extreme care in the amount of noise they make. The number of persons, level of stereos, radios, TV sets, etc., should be reasonably restricted at all times so as not to disturb the peaceful enjoyment of the other owners, tenants, or guests. The Association recommends that the offended person or persons requests compliance with this rule by the party creating the disturbance. Should the request for compliance be ignored, the offended party should document the incidents with at least two other owners who also find the noise disturbing; indicating the date, time, unit number, and attaching the needed signatures. The Board of Directors reserves the right to engage the Association along with the complaining parties in a civil suit requesting an injunction against the offenders.

<u>VACANT UNITS</u> - Owners are responsible for insuring that the water to their unit is turned off when the unit is to be vacant for more than 48 hours. The turn-off valve is in the laundry room. Owners are responsible for repairing water damage to the common areas or to other units up to the insurance deductible, which is currently \$1,000.00.

SMOKE DETECTORS - Owners are responsible for cleaning the smoke detector in their unit every twelve months. This work must be performed by a qualified serviceman. Call Western Alarm at 855-5608 for service and retain your receipt for you records.

SIGNS - Owners may post a 'For Sale', 'For Rent' or 'For Lease' sign, or any combination, on the owner's property. The sign may not exceed 18 x 24 inches, although a sign rider not to exceed 6 x 24 inches is allowed. The sign may be put in your window or attached to you balcony railing.

<u>FINES</u> - The Board of Directors has the authority to impose monetary penalties for CC&R, Bylaw, and Rule violations following a due process procedure. The amount of the monetary penalty is based on the nature of the offense, the attitude of the offending party, and the number of violations incurred. Fines may range from \$10.00 to \$500.00.

Each owner shall be responsible to ensure compliance with these Rules, The Association's Bylaws and CC&R's by their tenants, guests and invitees.

The above Association Rules were adopted at the Annual Association meeting held January 16, 1989. Revisions were made on 10/25/89, 2/16/91, 2/12/94, 12/13/95, 0/4/97, 12/16/98, 12/15/99, 7/29/03, 2/9/08, 9/30/09, 5/11/11 and 8/15/12.

Also see El Condo II, Inc. Bylaws and Covenants, Conditions and Restrictions (CC&R's).