



## ARCHITECTURAL COMMITTEE & RULES

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SCOTTSDALE MARQUESSA CONDOMINIUM ASSOCIATION  
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## TABLE OF CONTENTS

### INTRODUCTION

### SECTION 1: COMPOSITION & SCOPE OF THE ARCHITECTURAL COMMITTEE

### SECTION 2: GENERAL RULES FOR ALL OWNERS

- deposits
- moving
- common courtesies

### SECTION 3: UPKEEP OF INDIVIDUAL UNITS

- in general
- absent owners' inspection
- carpet cleaning
- garbage disposal installation
- air conditioners/hvac installation
- patios & balconies

### SECTION 4: CONSTRUCTION ACTIVITY

- approval requirements
- construction days & hours
- licensure, bonding & insurance requirements of contractors
- behavior of contractors on the premises
- permits required by the city of Scottsdale
- permits required by the architectural committee
- construction requiring notice, but not approval of the committee
- construction debris
- structural changes
- contractors' use of common areas

### SECTION 5: ASSOCIATION'S RIGHT TO ACCESS A UNIT

### SECTION 6: ENFORCEMENT

- setoff against deposits
- collection activity
- owner's right to appeal
- conflict with other Condominium Documents + severability clause

## INTRODUCTION

The Architectural Committee regulates the composition, appearance, and maintenance of the General Common Elements and Restricted Common Elements of the Condominium. These include the paint, exterior lots, hallways, foyers, plumbing and waste water works, electrical installations, appearance of lounges and hallways, the exterior appearance of the Condominium. The Committee also evaluates requests by Unit Owners which may affect any of these.

These Architectural Rules are designed to preserve the uniform exterior and interior appearance of the Condominium; to ensure that alterations of the interior elements of the Condominium are undertaken by responsible Owners who utilize responsibly-sourced work; and that all work in the interior of the building minimizes the risk of damage to fellow Owners and residents.

Each and every Owner has a vested interest in maintaining architecturally harmonious and sound standards for their property. In addition to the legal title to your Unit, each Owner is granted a fractional interest in all the remainder of the Condominium. It behooves each Owner to maintain these parts of the Condominium so they – and by extension others, may exercise their easement of enjoyment granted to them in the Declaration.

This document has been approved by the Association's Directors and reviewed by legal counsel.

(In this document, capitalized terms have the same meaning and effect as in the constituent Condominium Documents, to which they refer, except as noted herein).

**SECTION ONE:  
COMPOSITION & SCOPE OF THE  
ARCHITECTURAL COMMITTEE**

**A. Authority**

The Architectural Committee (the "Committee") is authorized to act under Section 6.3 of the Declaration.

**B. Committee Members**

There must be at least three members on the Committee. Terms last for one year and may be renewed. The power to appoint and remove any member of the Committee rests only with the Directors. Any vacancy on the Committee shall be filled by a majority vote of the Directors. The Chairman of the Committee must be a Director.

**C. Duties**

The Duties of the Committee are to:

1. Establish rules and clarifications that are required by the Declaration as pertains to the General and Restricted Common Elements.
2. Consider and act on all proposals presented by Owners or the Directors with respect to the common areas, General Common Elements or Restricted Common Elements. In addition, the Committee is authorized to consider and act on any proposal for the upkeep of a Unit which requires their approval pursuant to Section 4.3 of the Declaration.
3. Act in an expeditious manner. If any application for Committee approval is not acted on within thirty (30) days, it will be deemed as approved.
4. To meet as a Committee as issues and requests are presented to them, and to keep records of the meetings and decisions made thereon. Such decisions shall be reported to the Board as they occur.

**SECTION 2:**  
**GENERAL RULES FOR ALL OWNERS**

**A. Deposits**

Deposits may be required under the terms of these Architectural Rules. Deposits will be made payable to the "Scottsdale Marquessa Condominium Association" in the amount proscribed by the Architectural Rules. Said deposit is to be left with the community assistant. Upon completion of work, the deposit will be returned to the remitter unless damage has been evidenced.

**B. Moving**

1. Permitted days and hours. Moving in and out of the building is limited to the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Any variance must be approved by a Committee member or a Director.

2. Advance notice. Move in's and move out's must be reported to the community assistant 48 hours prior to all events. Moving on the upper floors of the Condominiums requires lining of the elevators to prevent damage to the elevator cabs. Moving in and out of a Unit on the first floor are exempt from this requirement. Either the Owner or the resident must request this service. Failure to do so may result in a violation and fine.

3. Access restrictions. Owners, residents and moving companies may not use the front lobby door of the Condominium. Ingress and egress must be through either the NE door or the NW door. Movers may not prop open the access doors at any time for any reason. Movers may not park behind the perimeter gate unless they are servicing the casita Units (Units 115 to 118). No vehicles may be parked in a designated fire lane for the purpose of moving.

4. Deposit. Owners or residents must provide a deposit of \$250.00 payable to the Association to cover damage to the General Common Elements during moving. Moves where a resident does not do so may result in a similar fine to the Unit Owner.

**C. Common Courtesies**

The Association highly recommends any Owner or resident contact his or her neighbors to inform them of impending activity from moving, construction, mechanical installation or other work which may cause noise, odors, nuisance, or physical distractions. This includes neighbors on both sides of any Unit, above and below as well. Such courtesies should be extended to these Unit residents as you might expect be extended to you.

**SECTION 3:**  
**UPKEEP OF INDIVIDUAL UNITS**

**A. In General**

Owner's and residents are responsible for the upkeep of the General Common Elements and Restricted Common Elements that are within their Unit.

**B. Absent Owners' Inspection**

1. Any Owner or resident who plans to leave their Unit unoccupied from more than one month shall (a) inform the community assistant of their absence, (b) name the contact point (phone number and/or e-mail address) who will conduct the inspection; (c) provide that individual with a key to the front door of that Unit.
2. The community assistant has a punch list of items that should be inspected each month in an unoccupied Unit. If any leaks, cracks, or other hazards are spotted during such an inspection, that person shall notify the community assistant immediately.
3. If a Unit Owner or resident does not inform the Association of their absence, the Association reserves the right to enter that Unit each month and perform an inspection per Section 5 of these Architectural Rules. The cost for each inspection is \$20.00.

**C. Patios & Balconies**

1. Patios (1<sup>st</sup> floor Units) and balconies (2<sup>nd</sup>-5<sup>th</sup> floor Units) are Restricted Common Elements, and are the property of the Association reserved for the exclusive use of that Owner or resident.
2. Patios and balconies are not storage areas or trash bins. Do not use them as such.
3. Owners or residents may not install awnings hanging from any part of the patio or balcony. Sun-screening awnings must be installed inside a Unit.
4. Packing boxes may be stored on patios and balconies one week prior to a move out, or one week after a move in.
5. Balcony drains exist solely to drain rainwater. Water from manual cleaning of balconies must not drip onto the balcony of the Unit below. Balcony drains must be cleaned by vacuum or brush twice a year.

6. Only Owners and residents on the first floor of the Condominium may use a hose to clean their patio. Owners on the first floor may not use their hoses to clean their vehicles.

7. Permissible items on patios and balconies include:

- A reasonable amounts of patio furniture
- One potted plant that grows above the wall of the patio or balcony. Two such plants are allowed for a "C" Unit as defined in the Plat. If any plant reaches the ceiling of the patio or balcony, the Association reserves the right to trim it at the Owner's expense. No hanging plants may exist. Plants or planter boxes may not be places on the patio wall or on the balcony wall.
- Two decorative elements to not exceed 16 inches in length or width to hang on the wall. Wall clocks and ceiling fans are not considered decorative elements and are separate. Installation or replacement of ceiling fans on patios and/or balconies requires approval of the Committee. All elements must be architecturally consistent with the decor of the Condominium. The Committee reserves the right to determine if a decoration or installation meets those requirements:
  - One electric-powered barbecue grill. No other type of fuel is permitted.
  - Flags that comply with those permitted under the Arizona Condominium Act.
  - Additional items permitted with the prior consent of the Architectural Committee.

#### D. Carpet Cleaning

The use of carpet cleaning trucks and their hoses is permitted on Units on the first floor of the building only. Hoses may only enter a Unit through their patio and may not transit any of the hallways. All Units on the 2<sup>nd</sup> through 5<sup>th</sup> floors must employ portable cleaning equipment. Carpet cleaners must sign in with the community assistant. Carpet cleaners must abide by the time limits of other vendors. The Association owns a limited number of air blowers to aid in the carpet drying.

#### E. Garbage Disposal Installation

1. Garbage disposals may be installed to replace prior installations which cease to work, or in Units where no such installation existed. Although the installation of a garbage disposal is the choice of an Owner (not a resident or lessee), the Committee and the Association highly recommend the following standards:

- Motor: single phase motor with at least .5 horsepower
- Disposal with permanently lubricated bearings
- Stainless steel grinding components

2. Owners and residents are responsible for the professional installation, related plumbing work under their kitchen sink, and their use. Misuse of a garbage disposal which damages any waste water drain pipe may subject the Unit Owner to the entire cost of remediation.

#### F. Installation of HVAC Units And Other Appliances

1. Twenty-four hours prior notice must be given to the community assistant before HVAC units may be installed. The community assistant will place barriers in appropriate parking areas so a crane may lift the new HVAC unit to the roof and remove the existing unit.

2. Installation of appliances inside a Unit requires 24 hours notice if the installation requires the disruption of any service to other Units, and for padding in elevators.

#### G. Doors & Frames

1. Ownership. The outside of every Unit front door is the property of the Association. No Owner or resident may physically alter the shape, appearance or color of the exterior front door at any time.

2. Upkeep. Owners and residents shall keep their doors, jambs, and other wood decorative pieces in good condition. Owners and residents will refrain from allowing stains or pet scratches to remain uncleaned.

3. Open doorways. Owners or residents may not prop open their front door for the purpose of fanning in fresh air from the hallways at any time of the year. Air conditioning and heating of an individual Unit is the responsibility of the Owner or resident, not the Association.

4. Doormats. Doormats in the hallways are prohibited.

5. Termites. The Owner or resident shall report to the Architectural Committee any known or suspected termite infestation or damage to their Unit caused therefrom immediately, whether to their front door, front door trim, patio/balcony doors or trim.



## SECTION 4: CONSTRUCTION ACTIVITY

### A. Definitions

“Construction Activity” is defined as, “The creation of something new or different than what existed previously.” In the context of the Association, this includes, but is not limited to, renovations of a Unit which are subject to the confines and restrictions of Section 4.3 of the Declaration and the HOA Renovation Policy, which is incorporated herein by reference.

A “contractor” is any entity with whom a Unit Owner has entered into a contract for Construction Activity services, whether that contract is oral or written.

### B. Owner's Responsibility For Contractors & Installers

Each and every Unit Owner, their tenants or licensees are responsible for a contractor or installer they hire to enter upon the General or Restricted Common Elements. Unit Owners are also responsible for knowing these Architectural Rules and ensuring their contractors and installers meet and abide these criteria. This document, the Rules & Regulation and the Declaration impose conditions on the activities of Unit Owners in a deed-restricted community. Ignorance of any of these documents is not a valid excuse for failing to abide by them..

### C. Construction Days & Hours

1. The Association permits Construction Activity between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday.
2. Keys provided to any installer or contractors must be returned by 3:45 p.m. the same day it is checked out. If an Owner requires work to continue until 5:00 p.m., they must provide that installer or contractor their own personal keys to enter or exit the Condominium or Unit. With the prior permission of a Director or Architectural Committee member, those keys may be returned after 5:00 p.m. directly into the possession of that Director or Architectural Committee member.
3. By approval of the Architectural Committee, Owners may conduct certain construction activities on Saturdays between 9:00 a.m. and 4:00p.m., so long as that activity involves no use of power tools or hammers anywhere on the Condominium. Such activity might include, but not be limited to: painting, installation of plumbing or shower fixtures, light cleaning, and changing light bulbs and sconces. Neither Owners nor contractors may use any power tools or hammers on weekends.
4. No work of any type may occur on Sundays.

## D. Approval Requirements

1. A Unit Owner must seek approval of the Architectural Committee and obtain a permit from the City of Scottsdale for any major alterations in their Unit. Such alterations include, but are not limited to:

- a. The removal or move of any wall within a Unit, whether it is load-bearing or otherwise
- b. Relocation of fire sprinklers
- c. Electrical alterations
- d. HVAC (heating ventilation, air conditioning cooling) relocation
- e. Relocation of any plumbing line in the General or Restricted Common Elements

2. Major alterations that require approval of the Architectural Committee but not the City of Scottsdale include:

- a. Any expansion or entry into a General or Restricted Common Element
- b. Floor coverings of patios and balconies
- c. Any painting of a patio or balcony
- d. Water valve changes (both fresh water and waste water). This also requires a Unit Owner give 24 hours advance notice to the Association so residents on that floor may be notified of an impending water shutoff.
- e. New windows, patio sliding doors, or other alterations which may affect the exterior appearance of the Condominium.
- f. Interior hard surface flooring. Hard surface installation on the 2<sup>nd</sup> - 5<sup>th</sup> floors must include sound dampening materials in the underlayment. The Architectural Committee must inspect and approve of the material before installation occurs, and may inspect it as provided in Section 5.

3. Submission Of Plans. Owners must submit the required Architectural Committee request forms, construction, estimates, plans and the approved (if required) permits from the City of Scottsdale. The Committee reserves the right to approve or deny any request, or to request more detailed information from the Unit Owner.

4. Posting Of Permits. The Association reserves the right to post copies of permits from the Association, the City of Scottsdale or any other authorized entity to evidence that Construction Activity is occurring per approved means until Construction Activity is completed. Unit Owners who remove such notices may be issued a violation and fines for tampering with a Restricted Common Element.

## 5. Minor alterations not requiring a permit.

### Installation of

- cabinets
- counter tops
- appliances
- carpet

The Committee requests that Owners must notify the community assistant of such installations in advance to the elevators can be padded in advance.

## E. Licensure, Bonding & Insurance Requirements Of Contractors

1. Contractors performing construction work as defined in the Section shall meet the minimum requirements: (a) Contractor must be licensed and bonded with the Arizona Registrar of Contractors, (b) Liability insurance in an aggregate amount of \$2 million (\$2,000,000.00) with evidence of single-event coverage of \$1 million (\$1,000,000.00). Unit Owners who elect to act as their own general contractor are bound by the same requirements as any other general contractor.

2 Contractors who do not provide this evidence of licensure, bonding and insurance to the Association may be prohibited from working in any Condominium area in the future. Knowledge of a lapse in the same requirement may be enforced by a cease and desist order at the Association's discretion.

3 Contractors are physically and financially responsible for the activities of each and every employee or subcontractor they employ for Construction Activity in the Condominium.

## F. Structural Changes

Any physical alteration of the Condominium which involves the removal or movement of any structural element or load-bearing wall must be analyzed by a structural engineer. The engineer must be licensed and bonded in the State of Arizona and carry error and omission insurance in the minimum amount of \$5 million (\$5,000,000.00). The approval of such a measure must be approved by a vote of at least fifty-one percent (51%) of the Owners per Section 4.3 (A) of the Declaration.

#### G. Disposal Of Construction Debris:

1. No debris from any Construction Activity may be left in the dumpsters reserved for Unit Owners. Such debris must be moved off-site and disposed of separately.
2. No waste water created from any Construction Activity may be disposed of in any Unit drain, any General Common Element such as granite areas, or sewer drain located on the Condominium. This includes waste water from drywall activities, tiling, plumbing or other activities which create such waste water.
3. Unit Owners must make prior arrangement with the Association if a construction dumpster is to be located on the Condominium.

#### H. Contractors' Behavior & Use Of Common Areas

1. Contractors and installers working on the Condominium will abide by all requirements of these Architectural Rules at all times. Contractors and installers will sign in and out with the community assistant every day they are on site.
2. Contractors and installers will exercise courtesy and decorum to all others within the Condominium.
3. Contractors will not unilaterally disrupt any service to another Unit by manipulation of a General or Restricted Common Element without giving prior notice to the Association. Contractors may be barred from further work in any Unit if done.
4. Unit Owners may be held financially liable for the cost to remediate damage caused by their contractors or installers .
5. Contractors and installers are legally and financially responsible for the activity and work of any subcontractor and their employees.

#### I. Deposits for Construction Activity

A Unit Owner will provide the Architecture Committee with a written estimate of the cost of Construction Activity in their Unit, and a subsequent deposit to cover damage to the General or Restricted Common Elements. Any estimate which is greater than \$10,000.00 requires a \$1,000 deposit; any estimate under \$10,000 requires a \$250.00 deposit, both as proscribed in Section 2 (A) of these Architectural Rules.

**SECTION 5:  
ASSOCIATION'S RIGHT TO ACCESS A UNIT**

**A. General Right of Entry**

The Association is granted an absolute right to access any Unit according to Section 5.3 of the Declaration. Each Owner hereby grants the Association a right to access of the General Common Elements for the purposes of enabling the Association, Board, Architectural Committee, and any other Committees established by the Board to exercise and discharge their respective powers, duties and responsibilities under the Condominium Documents.

**B. Entrance for Enforcement**

The right of access shall include, but not be limited to, the right to enter upon the General Common Elements for the purpose of determining whether the provisions of the Declaration are being complied with by Owners, their guests, invitees, tenants and licensees.

**C. Advance Notice**

The Association will post forty-eight (48) hours advance notice of their intent to enter any Unit. Notice will be posted on the front door of the Unit, and sent to the Unit Owner under separate cover.

**D. Emergencies**

The Association reserves the right to enter any Unit without advance notice in the event of an emergency, including, but not limited to, weather emergencies, health and welfare emergencies, and emergencies affecting other Units. The Association will attempt to make reasonable notice in these instances, but such notices cannot be guaranteed due to their nature.

**E. Key Access**

Every Owner must provide the Association with a working key for the front door of their Unit. Said key will be stored in a secured lockbox which is not available to other Owners, except Directors of the Association. If an Owner fails to provide a key and physical intervention is required to enter a Unit for any reason, the Unit Owner shall be held responsible for any damage to the front door, which is a Restricted Common Element and the property of the Association.

## SECTION 6: ENFORCEMENT

### A. Right Of Offset Against Deposits

1 If any work requires a deposit pursuant to Section 2 (A) of the Architectural Rules, the Association reserves the right to withhold refunds of those deposits if evidence of damage to the General Common Elements or Restricted Common Elements is suspected.

2 If found so, the Association will apply any or all of the deposit to cover the cost of remediation caused by such activity.

3 If the cost of remediation exceeds the amount of the deposit, the Unit Owner must pay the balance due. Any unpaid balance will be treated as an unpaid violation.

### B. Collection Activity

Any unpaid violation of the Architectural Rules will be treated as any other unpaid violation. If left unpaid after the Unit Owner's right to appeal, they may be subject to further collection action, including, but not limited to:

- Transfer of the account to a collection agency
- Legal action in Maricopa County Superior Court
- Restrictions on access to the General Common Elements as proscribed in Section 3.3 (b) of the Declaration

### C. Owner's Right To Appeal

Within twenty-one (21) calendar days of receiving a violation from the Association, a Unit Owner may petition the Association to receive further information on the violation. Such letter must be delivered by Certified United States Mail. Within ten (10) days subsequent, the association will provide the Unit Owner with: (1) the provision of the Condominium Documents allegedly violated, (2) the date the violation occurred or was observed, (3) The name of the person who observed the violation, and (4) steps to contest the violation.

### D. Waiver.

As provided in Section 12.0 of the Declaration, the Association reserves the right to enforce the Rules and Regulations and these Architectural Rules, whether or not such restrictions were enforced in the past.

#### E. Conflict With Other Condominium Documents

If any section or subsection of this document is found to conflict with the Rules & Regulations, the Bylaws or the Declaration, those documents shall control in the order of (1) Declaration, (2) Bylaws, (3) Rules & Regulations.

#### F. Applicable Law & Severability

This document is executed under the laws of the State of Arizona.

If any section or subsection of these Architectural Rules is found by a court of competent jurisdiction to be impermissible under Arizona law, it shall not affect the enforcement of any other provision of these Architectural Rules.

#### G. Amendment

These Architectural Rules may be amended at any time by a majority vote of the Directors of the Association. Unit Owners will be notified of all such amendments.