



La Solana Condominium Association

**Rules and
Regulations**

Amended February 13, 2024

INTRODUCTION

The following Association Rules and Regulations (the “Rules”) supplement the Amended and Restated Declaration of Condominium and of Covenants, Conditions and Restrictions for The Village at Sun City Grand Condominium Known and Marketed as La Solana Condominium at The Grand and any subsequent amendments thereto (the “CC&Rs”). The Board of Directors (the “Board”) for the La Solana Condominium Association (the "Association") has established these Rules pursuant to Section 9.3 of the CC&Rs. The Rules supersede and replace all prior Rules and shall remain in effect unless or until amended or rescinded by the Board.

Pursuant to Section 9.3 and Section 17.11 of the CC&Rs, in the event of any discrepancies, inconsistencies, or conflicts between the Rules and the CC&Rs, the CC&Rs shall prevail in all instances. Capitalized terms shall have the same meaning assigned to them in the CC&Rs.

It is the responsibility of each resident, whether a Unit Owner or tenant, to become familiar with the Rules and abide by them. It is the Owner’s responsibility to provide a copy of the Rules to their tenant(s). Guests must also abide by the Rules. Owners and tenants are required to confirm in writing that they have received, read, understand, and agree to comply with these Rules and Regulations.

The Board is responsible for establishing rules that promote the health and welfare of all residents. It is also responsible for the fair but firm enforcement of those rules. The Board solicits your cooperation in keeping the La Solana community an attractive place to live and a community in which all residents can take pride.

The policies set forth and reflected in these Rules and Regulations are designed as guidelines for good community relations and to protect the investment of the Owners.

The Association has also created **Architectural Standards and Guidelines** (the “Guidelines”), which govern proposed modifications and improvements to both the exterior and interior of the Units, including but not limited to, structural, plumbing, and electrical modifications within Units, and exterior modifications to Units, such as the style and color of doors, locks, windows, and lighting fixtures. The Guidelines are designed to maintain and protect the high-quality appearance of the La Solana community and the structural integrity of the Buildings. The Guidelines are available on the La Solana community website at www.lasolanaliving.com.

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ENFORCEMENT POLICY & FINE SCHEDULE

I. Authority to Enforce Condominium Documents

The authority of the Association to enforce the Condominium Documents is set forth in Section 17.1 of the CC&Rs. Pursuant to Section 10.13 of the CC&Rs, Article X of the Bylaws of La Solana Condominium Association (the “Bylaws”), and A.R.S. § 33-1242, the Association may impose reasonable monetary penalties (fines) for violations of the Condominium Documents after notice and opportunity to be heard.

II. Violation Enforcement and Fine Policy

A. **Applicability.** This Violation Enforcement and Fine Policy (“Enforcement Policy”) applies to any violation of the Condominium Documents, except to violations relating to non-payment of assessments and other amounts owed to the Association.

B. Identification and Reporting of Violations.

1. Any resident may report a violation to the Association’s management staff (“Management”) so that a determination can be made if a violation exists and corrective action may be required. In addition, Management may inspect the community periodically to note any violations of the Condominium Documents.
2. If Management determines that a violation of the Condominium Documents exists, Management may send a “Courtesy Notice” as set forth in detail below and shall have the right, but not the obligation, to take further enforcement action, as provided in the Condominium Documents, this Enforcement Policy and/or Arizona law.

C. **Delivery of Notices.** All notices will be mailed to the Owner at the Unit address and the most recent address in the records of the Association, if different from the Unit address. It is the responsibility of the Owner to keep the Association informed of current email and mailing addresses. In any event, the Owner will be held responsible to cure the violation notwithstanding any failure to update the Association with the current mailing addresses. If a Unit is owned by more than one person, notice to one of the Owners shall constitute notice to all Owners of the same Unit.

D. Notices of Violations.

1. **Preliminary Notice:** Management, in its discretion, may contact the Owner and/or resident via phone, email or in person to provide notice of a violation. If a preliminary notice is given and the Owner or resident does not correct the violation, a Courtesy Notice Letter or Notice of Violation may be sent.
2. **Courtesy Notice Letter:** An initial Courtesy Notice Letter may be sent to the Owner as outlined in the “Delivery of Notices” section, notifying the Owner of the violation, the date the violation was observed/reported, the provisions of the Condominium Documents that have been violated, and a request to resolve the violation within the Cure Period (as defined below) from the date of the letter.

3. **Notice of Violation:** A Notice of Violation may be sent initially (in lieu of a Courtesy Notice Letter) or if the violation is not corrected within the Cure Period (as defined below). The Notice of Violation will include notice of the Board’s intent to impose a fine and/or sanction(s), if the violation is not corrected within the Cure Period, and any other information required by applicable Arizona law to be provided to the Owner before action can be taken to enforce the Condominium Documents.
4. **Notices of Violation with Fine/Sanctions:** A Notice of Violation imposing a fine or other sanction will be sent if the Owner does not request an opportunity to be heard and fails to correct the violation within the Cure Period (as defined below), or if the violation is deemed by Management to be a Recurring Violation.

Such notices shall inform the Owner of the amount of the fine and/or sanction imposed per the fine schedule below, the due date for payment of any fines, and that, if the violation continues or occurs again within a 3-month period, the Association may send additional notices imposing additional fines and/or sanctions.

E. Cure Period. Unless otherwise specified in the Courtesy Notice Letter or Notice of Violation, the cure period shall be 14 calendar days.

F. Fines. The Association will impose monetary penalties against an Owner for failure to correct a violation of the Condominium Documents after the Association provides notice and an opportunity to be heard. The amount of fines imposed by the Association shall be imposed pursuant to the following fine schedule:

FINE*
1 st Notice: \$25.00
2 nd Notice: \$50.00
3 rd Notice: \$75.00
4 th Notice: \$100.00

*Unless otherwise stated in the Notice, the fine amount to be imposed shall be a one-time amount per Notice.

1. Payment of the fine does not grant a variance for the violation. All violations must be corrected to come into compliance.
2. The Association may waive any and all fines, or any portion thereof, upon correction of the violation as determined by Management.
3. The above schedule of fines may be amended from time to time by the Board.

G. Sanctions. In addition to imposing fines, the Association, upon Board approval, may impose additional sanctions to gain compliance, in accordance with Section 6.4 of the CC&Rs, including, but not limited to, the suspension of an Owner's right to vote on community matters, subject to Section 10.1 of the Bylaws.

H. Contesting the Violation. Owners have a right to be heard and have the following options:

- 1. Meeting with Management:** If the Owner is unable to correct the violation within the Cure Period, or if there is an extenuating circumstance, the Owner can schedule a meeting by telephone or email with Management to review details of the violation and develop an acceptable corrective action plan that will lead to curing the violation. The objective of the meeting is to cure the violation without the need for a formal hearing.
- 2. Formal Hearing:** An Owner may request a formal hearing with the Board in writing within 21 calendar days after the date of the first Notice of Violation. The request must state the specific reason for the hearing and the desired resolution, i.e., the reason the Owner is contesting the violation and if the Owner is requesting a waiver of penalties, or both.

In most cases, within 10 calendar days of receipt of a hearing request, Management shall provide the Owner with written notice containing the date, time, and place of the hearing. No additional enforcement action will be taken until after the Board makes a decision concerning the issues raised at the hearing.

If, after a hearing is scheduled, the Owner does not attend the hearing or provide sufficient notice of inability to attend the hearing, the Owner will have waived their right to be heard. In most cases, sufficient notice shall be 48 hours.

I. Tendering to Legal Counsel. Unless otherwise determined by the Board, Management may turn any unresolved violation matter over to the Association's legal counsel for enforcement after the first Notice of Violation. However, the Board may turn any violation matter over to its legal counsel at any time during the violation notification process in the Board's sole discretion. The Association shall have all rights and remedies available under the Condominium Documents and Arizona law in enforcing compliance, including, but not limited to, the right to bring an action for injunctive relief.

ACCESS CARDS

The La Solana Clubhouse and Pool are private facilities and not accessible to the public. La Solana Owners, tenants, and authorized guests may access these facilities by use of an Access Card.

- 1. Access Card Acquisition:** Access Cards are issued and registered by the La Solana Office Staff (the “Office Staff”) to both Owners and tenants, who must register with the La Solana Office Staff to receive their own Access Card(s). Access Card readers record each time a cardholder enters and leaves the Clubhouse or Pool. Please note that Access Cards are not waterproof and will be damaged if exposed to water.
- 2. Access Card Deactivation:** The Association may deactivate an Owner’s Access Card, thereby suspending access to the Clubhouse and Pool, for any period during which the Owner is more than 30 days delinquent in the payment of assessments and/or for a period not to exceed 50 days for any other violation of the Condominium Documents subject to Section 10.1 of the Bylaws. Additionally, Owners and tenants may not loan Access Cards to another individual. If this occurs, the Access Card of the Owner/tenant who loaned the Access Card may be deactivated.
- 3. Owner Access Card Deactivation During Lease of Unit:** A Unit Owner’s Access Card will be deactivated during the leasing term and reactivated when the tenant’s Access Cards are returned to the Office Staff. The tenant’s Access Card will be deactivated on the day the lease expires.
- 4. Access Card Replacement:** Lost, damaged, or inoperable Access Cards may be replaced at a cost of \$75.00.
- 5. Guest Access Cards:** Temporary Visitor Access Cards may be issued by the Office Staff to Owners and tenants for use by their guests, who are staying at their Unit.
- 6. Unreturned Access Cards:** Access Cards must be returned to the Office Staff when tenants leave, or when a Unit is sold. Owners will be charged \$75.00 for an unreturned Access Card. If an Owner selling their Unit fails to return an Access Card, the \$75.00 fee will be paid through escrow.

CLUBHOUSE RULES

1. **Access:** The Clubhouse is always locked. Owners/tenants with a valid Access Card may enter and exit the Clubhouse each day between 8:30 a.m. and 11:00 p.m.
2. **Office Hours:** The Clubhouse Office is staffed from 8:30 a.m. to 4:30 p.m., Monday through Friday. The Clubhouse Office is closed on weekends.
3. **Holidays:** The Clubhouse Office is closed on New Year's Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
4. **Exit Doors:** Clubhouse doors **MUST BE CLOSED AT ALL TIMES** to prevent access by unauthorized persons. Clubhouse doors should never be propped open. The Green Exit Button mounted to the left of the main clubhouse entrance may be used to exit without an Access Card.
5. **Proper Attire:** Shoes, bathing suit cover-ups and/or shirts must be worn inside the Clubhouse.
6. **Proper Language:** Clubhouse occupants must refrain from loud, profane, or abusive language.
7. **Smoking and Vaping:** Smoking or vaping of any substance is **PROHIBITED**.
8. **Computer Room:** Two computers are available to Owners/tenants when the Clubhouse is staffed. There is a 30-minute session time limit. Users should provide their own printer paper.
9. **Resident Activity Groups:** The Clubhouse may host Resident Activity Groups, e.g. card players, board gamers, etc. Each group must register with the Office Staff to reserve a date, time, and room. Office Staff will monitor reservations and resolve scheduling conflicts. The Clubhouse monthly calendar identifies all registered Resident Activity Groups.
10. **Clubhouse Rental:** When the Clubhouse is not being used for community events, Owners and tenants who are in good standing may reserve the interior of the Clubhouse for private events for up to six (6) hours between 10 a.m. and 10 p.m. Rental Reservations may be made in the La Solana Office during regular business hours, from 8:30 a.m. to 4:30 p.m., Monday through Friday. The Clubhouse may not be reserved for use on New Year's Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. Clubhouse Rentals do **NOT** include the pool area. Rentals for commercial events are prohibited.
11. **Rental Procedure:** To rent the Clubhouse, the Owner/tenant must:
 - a. Complete and submit a Rental Agreement that identifies the date and time of the event and the obligations of the Renter.
 - b. Pay a rental fee and post a damage deposit. The damage deposit is returned after the event, following an inspection to verify the Clubhouse is clean and undamaged.
 - c. Return the Clubhouse to its original condition after the event.
 - d. The individual renting the Clubhouse is solely liable for any Clubhouse damage.
12. **Pets in Clubhouse:** No pets (except for leashed service or support animals) are permitted in the Clubhouse. Service and support animals may **NOT** occupy any Clubhouse furniture.
13. **Social Committee Events:** Owners, tenants, and their guests may attend Association-sponsored social events. Signups are required for some events. A donation may be suggested for events in which food and/or beverages are provided.
14. **Clubhouse Damage:** Anyone observing damage, spills or other issues in the Clubhouse should notify Office Staff or maintenance **ASAP** so that remedial action can be taken.

POOL & SPA RULES

It is the responsibility of each resident to become familiar with the Pool and Spa Rules. Whether an Owner, tenant, or guest, all persons residing within the Association must observe and abide by the Pool and Spa Rules when using the pool and spa. Any person failing to abide by policy or safety rules as stated herein and/or as posted may be asked to leave the pool area. The judgment of the Office Staff with respect to safety, decorum and/or sanitation will prevail.

There is no lifeguard on duty. All persons use the pool at their own risk. Safety equipment has been provided for EMERGENCY USE ONLY.

- 1. Access:** The pool and spa are open 24/7 to anyone with an Access Card.
- 2. Pool Gates:** The gates to the pool area **MUST BE CLOSED AND LOCKED**. Propping gates open is prohibited. Please check that the gate fully closes as you exit the pool area. If the pool gate is not closing properly, immediately alert the Office Staff or maintenance.
- 3. Pool Clearance:** Maricopa County requires a four (4) foot clearance around semi-public pools. Do not place lounges, chairs, or any other object within four (4) feet of the pool.
- 4. Swim Attire:** Swim attire must be worn in the pool. Cut-offs and street clothes are prohibited in the pool. Pool shoes are permitted if not also worn on the pavement. Towels, swimwear, clothing, shoes, etc. are not allowed to lay on top of, or be hung over railings.
- 5. Shower Before Entering:** Arizona law requires users to shower before entering the pool.
- 6. Medical Restrictions:** Persons with a communicable illness, open wounds, and nasal or ear discharges may not use the pool or spa.
- 7. Proper Decorum:** Diving, jumping, and roughhousing are prohibited in the pool area.
- 8. Weather Alerts:** Everyone should exit the pool area immediately if lightning or thunder is observed.
- 9. Smoking and Vaping:** Smoking or vaping of any substance is prohibited in the pool area.
- 10. Restrooms:** Clubhouse restrooms are accessible via Access Card through the side doors nearest the pool. This is the **ONLY** Clubhouse area where wet bathing suits are permitted. People wearing dry bathing suits, appropriate coverups and footwear may use other areas of the Clubhouse.
- 11. Age Restrictions:** Children under 16 years of age are not allowed in the pool area without adult supervision.
- 12. Whirlpool Spa:** Spa users must be at least 12 years old. Children 12 to 15 years old must be accompanied by an adult. **Recommended maximum spa exposure is 15 minutes.** Extended exposure to hot water and vapors may be detrimental to the health of persons with certain medical conditions. If in doubt, consult your physician before using the spa.
- 13. Toilet Training:** Children not yet toilet trained may enter the pool with protective swimwear.
- 14. Language and Noise Control:** Profane and abusive language are prohibited in the pool area. Loud music and voices are not permitted after 10:00 P.M.
- 15. Music:** No music is permitted in the pool area before 9:00 a.m. or after 10:00 p.m.

- 16. Glass Containers:** No glass of any kind (including but not limited to drinking glasses and bottles, etc.) is allowed in the pool area. Any glass breakage requires an immediate shut down of the pool, including drainage, cleaning of the pool and pool area, and inspection before the pool can be refilled and reopened. All expenses incurred by the Association due to broken glass will be the responsibility of the Unit Owner (or their tenants/guests) who brought the glass into the pool area.
- 17. Food and Beverages:** Food and beverages are allowed in the pool area, but not within the pool or spa. Glass containers are NOT permitted as stated above.
- 18. Pet Access:** Except for leashed service and support animals, no pets are allowed in the pool area. Animals are not allowed on pool furniture.
- 19. Pool Furniture:** Pool/patio furniture must remain in the pool area. Towels must be used to protect furniture from residue left by suntan oils, lotions, etc. Umbrellas must be lowered and tied at the end of each day. Residents and guests must be present to occupy lounges and tables. Pool furniture cannot be reserved with towels or other personal belongings.
- 20. Flotation Devices:** Oversized inflatable or flotation devices are prohibited, including automobile inner tubes, air mattresses, surfboards, and large floating chairs. Small kick boards, fins or flippers, noodles, noodle chair with net, head/knee small roll- up loungers, small waist inner tubes, snorkels, and masks are permitted.
- 21. Gas Barbeque:** A gas barbecue is available for use by Owners and tenants. Users must clean the grill after each use with the provided tools.
- 22. Personal Items:** Personal possessions, such as flotation devices, cannot be stored in the pool area and must be removed when the Owner or tenant exits the pool area.
- 23. Guests:** Guests must be accompanied by an Owner or tenant. Owners are responsible for ensuring that the behavior of their tenants and guests complies with these Rules.
- 24. Electrical Outlets:** No appliances or any other electrical devices may be plugged into outlets located within the pool area.
- 25. Pool Area Controls:** Adjustment of any control regulating the pool, light or other common service is prohibited.
- 26. Pool Service:** Pool maintenance crews may temporarily require pool users to vacate the pool or pool area for pool maintenance/repairs.

COMMON AREA RULES

Common Areas outside of the Clubhouse, Pool, and Resident Buildings are provided for the use and pleasure of Owners, tenants, and guests, subject to the following Rules:

I. Speed Limit

The speed limit is 15 miles per hour throughout La Solana.

II. Vehicle Parking

1. **Family Vehicles:** Only non-commercial Family Vehicles (as defined in Section 7.8 of the CC&Rs) may be parked at La Solana. Vehicles must display a valid license plate and must be in operable condition.
2. **Two Vehicle Limit:** The number of Family Vehicles is limited to two (2) per Unit.
3. **Assigned Parking Space:** Each Unit is assigned one covered parking space. Owners and Tenants must park their primary vehicle in their assigned space. The Office Staff maintains a list of assigned spaces. If an Owner or tenant owns two (2) vehicles, the second vehicle must be parked in an uncovered parking space along the perimeter wall of La Solana. Uncovered parking spaces near the Clubhouse and buildings are reserved for use by guests and visitors.
4. **Relocation of Vehicles:** The Unit Owner must provide the Office Staff with contact information for another individual who is authorized to move their vehicle(s) if necessary, due to maintenance or emergency circumstances, should the Owner not be available.
5. **Parking Permits:** Owners are provided with two (2) Parking Permits that must be displayed near the rear-view mirror of the vehicle. Owners must provide their tenants with Parking Permits, instructions for how to display them, and the location of their assigned parking space. In the event Parking Permits are lost or stolen, the Office Staff will replace them at a cost of \$25.00 for two (2) permits.
6. **Handicapped Parking Spaces:** Handicapped parking spaces are located throughout La Solana. Vehicles must display a valid disability license plate or placard. Vehicles with Handicapped designations may be parked in undesignated parking spaces with written Board approval.
7. **Transfer of Parking Permits at Sale of Unit:** When a Unit is sold, the selling Owner must provide their two (2) parking permits to the purchasing Owner in conjunction with the sale of the Unit.

III. Golf Cart Parking

1. A limited number of covered Golf Cart Parking Spaces with electrical outlets for charging are located throughout La Solana. Each Golf Cart Parking Space is allocated to a specific Unit Owner. Golf Cart Parking Spaces may only be used for golf carts.
2. **Golf Cart Parking Space Rentals:** Golf Cart Parking Spaces may be rented for terms agreed to by the Unit Owner and the renter. Offers to rent may be posted on the bulletin board in the Mail Room.
3. **Golf Cart Parking Space Reallocation:** A Unit Owner may reallocate their Golf Cart Parking Space to another Unit Owner via the procedure outlined in Section 4.4 of the CC&Rs and A.R.S. § 33-1218(B).

4. **Battery Chargers:** Golf cart battery chargers may be placed inside the cart or on a sturdy stand next to the cart. Power cords must be long enough to prevent a tripping hazard.
5. **Charging Restrictions:** Electrical outlets in Golf Cart Parking Spaces are NOT to be used to charge any other devices, including but not limited to, electric bicycles. There are no Charging Stations for EVs at La Solana.
6. **Vehicle and Golf Cart Covers:** Vehicles and golf carts may be protected by a cover designed for that purpose. Tarps, plastic bags, or other generic covers are prohibited.
7. **Vehicle and Golf Cart Washing:** Residents may use the hose located in the Trash Area to wash vehicles and golf carts. Vehicles and golf carts may not block access to the Trash Area entrance while being washed. Please ensure that battery acid is not flushed onto the pavement as it destroys the asphalt.

IMPORTANT NOTICE REGARDING TOWING: Any vehicle or golf cart that is parked in violation of these Parking Rules may be towed away without prior notice. The owner of the vehicle/golf cart shall be solely liable for towing costs incurred by the Association. If the owner of the vehicle/golf cart is a Unit Owner, the towing cost shall be assessed against their Unit.

IV. Bicycle Storage

1. **Locked Bicycle Storage:** The Association offers Owners locked bicycle storage behind Building 7 for active bicycle riders. Bicycles must be locked while in the bicycle enclosure. A bicycle enclosure key is required for access. The key is available from the Office Staff for a deposit of \$50.00. When the key is returned, the deposit is refunded. Owners must remove bicycles from the storage area when they are not in residence.
2. **In-Unit Storage:** Owners may store bicycles inside their Unit or on their patios. Storing bicycles on the patio of ground floor Units is NOT recommended due to the risk of theft. Owners must remove bicycles from patios when they are not in residence.
3. **Bicycle Covers:** Bicycles may be protected by a cover designed for that purpose. Tarps, plastic bags, or other covers not intended specifically for bicycles are prohibited.
4. **Restricted Areas:** Bicycles are prohibited in building courtyards, walkways, under stairways, and inside the meter and cable rooms located outside of each Building.

V. Mail Room

La Solana has a Mail Room with separate mailboxes for each Unit. The USPS delivers mail daily except for Sundays and national holidays. Outgoing mail may be deposited in the designated receptacle within the Mail Room. There are also bulletin boards in the Mail Room for approved La Solana postings.

1. **Mail Delivery:** Residents should not interrupt the mail carrier while they are delivering the mail. Access to mailboxes is restricted when the mail carrier places a chain across the entrance.
2. **Mailbox Maintenance:** Unit Owners are responsible for the maintenance and repair of their mailbox. The Office Staff may provide suggestions for locksmith services upon request.
3. **Mis-Delivered Mail:** If you receive mail that does not belong to you, the Office Staff will try to verify the correct address of the addressee and have it delivered.
4. **Bulletin Boards:** Bulletin boards in the Mail Room provide information of interest to the residents. Residents may post offers to buy, sell, or rent Units and other items on 4x6 post cards. All cards must be submitted to the Office Staff for approval and posting.

VI. Common Element Restrictions

1. **Planting Restrictions:** Residents may not plant anything in the Common Elements, including the granite beds. Plants within granite beds or other Common Elements may not be watered by Owners or tenants.
2. **Proper Attire:** All residents and visitors must wear appropriate attire within Common Elements. Men must wear shirts, women must wear cover ups over bathing suits, and everyone must wear shoes.
3. **Building Entrance Doors:** The fold-down door stops on Building Entrance Doors are intended to hold the doors open temporarily when moving large items or heavy loads in and out of the building. For security reasons, doors must remain closed at all other times.
4. **Unit Entrances and Hallways:**
 - **Choke Point Restrictions:** The City of Surprise Fire Department requires a 44” wide minimum clearance to each Unit for emergency access. Owners of Units located near a Building exit door, stairway, or other potential “choke point,” may not place any furniture, pottery or other decorations in a location that might inhibit emergency access.
 - **Entrance Mat:** Each Unit may have one (1) mat (not to exceed 32” x 48”). The mat must be in good condition and must lie flat to prevent a tripping hazard. Seasonal Owners must remove the mat from the entrance hallway when they are not in residence.
 - **Security Doors:** Security doors are permitted per Architectural Standards and Guidelines.
 - **Surprise Fire Department Lockbox:** A Lockbox may be ordered from and installed by the City of Surprise Fire Department. The Unit Owner must provide a key to the unit that will be stored in this lockbox at the time of installation. Only Fire Department personnel will have access to this lockbox in the event of an emergency. A Lockbox Application may be found on the City of Surprise web site at [Documents & Forms | Surprise, AZ - Official Website \(surpriseaz.gov\)](https://www.surpriseaz.gov/Documents%20Forms/Surprise%20AZ%20Official%20Website).
 - **Resident-Owned Spare Key Lockbox:** Unit Owners may install a spare key lockbox for their own use. Wall-mounted lock boxes may be attached to the common element wall adjacent to a unit doorway approximately 48” above the floor. Alternatively, a shackle-mounted lockbox may be affixed to the security door (if present) or to the doorknob of the entry door.
 - **Wireless Doorbell:** One (1) owner-provided wireless doorbell operator may be affixed to the common element wall adjacent to a unit doorway.
 - **Unit Entrance Decorations:** Unit entrance decorations (including plants) are restricted to one (1) floor-standing decoration not to exceed an 18” x 18” footprint, and no more than four (4’) feet in height. Per the Surprise Fire Department, decorations must not block the Unit number plaque.
 - **Plants:** Live plants and flowers must be clean and pruned of dead flowers, leaves, stems, etc. Artificial plants and flowers must be clean and dust free and have no broken or faded components.
 - **Unit Door Decorations:** One door decoration may be affixed in a non-destructive manner to the entry door and/or the security door if present. Decorations may not extend beyond the door dimensions and must not impede operation of the doors.
 - **Removal of Decorations:** Seasonal Owners must remove all decorations when not in residence.
 - **Fire Extinguisher Cabinets and Fire Pull Stations:** No decorations shall be affixed to Fire Extinguisher Cabinets or Fire Pull Stations.

- **Exterior Common Wall Decorations:** One (1) wall-mounted decoration, not to exceed 18" x 30", may be affixed to the common element wall parallel to the unit doorway. This decoration may be placed above the unit doorway, or upon the common element wall within 30" of the unit doorway if there is sufficient room. No decoration shall be affixed to an elevator wall or end of hallway wall, nor to a common wall above the open atrium. A decoration may include up to three elements if the grouping does not exceed 18" x 30". Decorations shall be affixed by a small fastener (e.g., Hillman Picture Hanger #121030 or similar fastener) that does not damage the stucco wall.
- **Courtyard Railings:** Nothing, including lockboxes and seasonal décor, may be attached to, or placed on interior courtyard railings.
- **Trash Receptacles:** Trash and recycling containers may NOT be placed in hallways overnight.

5. Patio and Balcony Restrictions

- **Patio Ledges:** No items of any kind may be placed on patio ledges. Decorations may not hang over the outer patio walls.
- **Furniture:** Furniture designed for outdoor use and maintained in good condition and repair may be placed on patios. Other items may be stored on a patio, so long as the item is not visible from neighboring property. Owners may protect patio furniture with covers specifically designed for that purpose. Tarps, plastic bags, and other similar materials are prohibited.
- **Drying Towels:** Towels and other items may be dried on patios, so long as the items are not visible from neighboring property.
- **Wind Chimes:** Wind chimes are prohibited.
- **Hummingbird Feeders:** An Owner may place a maximum of two (2) hummingbird feeders on a patio. Feeders must be hung on a portable stand at least one (1) foot away from ledges and railings. All other types of bird feeders or houses are prohibited.
- **Plants:** Live plants and flowers must be clean and pruned of dead flowers, leaves, stems, etc. Artificial plants and flowers must be clean and dust free and have no broken or faded components.
- **Patio Door Decorations:** One door decoration may be affixed in a non-destructive manner to the patio door and/or the patio security door if present. Decorations may not extend beyond the door dimensions and must not impede operation of the doors.
- **Patio Common Walls:** Up to Two (2) wall-mounted decoration, not to exceed 18" x 30", may be affixed to patio common element walls. A decoration may include up to three elements if the grouping does not exceed 18" x 30". Decorations shall be affixed by a small fastener (e.g., Hillman Picture Hanger #121030 or similar fastener) that does not damage the stucco wall.
- **Patio Ceilings:** No hooks or other items may be attached to the patio ceiling.
- **Patio Cleaning:** Patios on second and third floors may be cleaned with a damp mop, broom, or vacuum cleaner only. Cleaning fluids must NOT spill out through the overflow drains onto lower Units.
- **Pet Doors:** Pet doors are prohibited.
- **Temporary Holiday Decorations:** Only holiday decorations that are secured to prevent falling are allowed on patio railings.
- **Wall-Mounted Devices:** No TVs, radios or other devices may be mounted to patio walls.
- **Barbeque Grills:** Only electric grills are allowed on patios/balconies. Owners and tenants may also use the gas grill located in the Pool Area.

6. Holiday Decorations

Except for “Holiday Season” decorations, which may be displayed no sooner than the weekend immediately following Thanksgiving, and must be removed no later than January 8, all other temporary, exterior holiday decorations may be displayed no earlier than two (2) weeks prior to the holiday and must be removed within five (5) days after the holiday. No such lighting or decorations may be placed on the Common Elements or installed in such a manner that might puncture or otherwise damage the exterior of a Unit or Building.

Holiday lighting and decorations shall be limited to the following holidays: Valentine’s Day, Easter, Memorial Day, Independence Day, Halloween, Veterans Day, and Holiday Season (Weekend immediately following Thanksgiving through January 8th)

VII. Signs

No signs shall be displayed on the exterior of any Unit or Building, or in windows, except for: (1) those signs authorized by A.R.S. § 33-1261; and (2) name and address identification signs that do not exceed 6” x 12” and which are attached to the door of the Unit. Signs authorized by A.R.S. § 33-1261 shall be displayed in compliance with those conditions/restrictions imposed by A.R.S. § 33-1261.

1. **For Sale Signs:** For Sale signs are permitted by Arizona law in the exterior windows of any Unit. Signs must be commercially produced and may not exceed 18” by 24”. A Sign Rider of up to 6 x 24” is also permitted.
2. **Alternatives to Signs Marketing a Unit for Sale/Lease:** Use of For Sale/Lease signs is discouraged because they detract from Building aesthetics. As an alternative, an Owner should consider:
 - a. marketing their Unit for sale/lease on the La Solana community website at www.lasolanaliving.com;
 - b. posting the listing on the Mail Room bulletin board.
3. **Common Area Exclusion:** No signs shall be placed on the Common Elements. Any signs placed on the Common Elements will be removed.

VIII. Pet Policy

La Solana is a pet-friendly community that adheres to the following pet regulations:

1. **Registration:** Unit Owners/tenants who own a dog must register their dog with the La Solana Office within 10 days of the dog residing in the Unit.
2. **Number of Pets:** Only one (1) dog per Unit is permitted. Owners who registered more than one (1) dog prior to 2014 may keep the dogs in the Unit. However, when only one (1) dog remains, the Owner is limited to one (1) dog moving forward.
3. **Licensing and Vaccinations:** The Unit Owner/tenant is responsible for compliance with all

applicable, city, county, and state laws concerning pets residing at the Unit, including licensing and vaccination requirements. Pet licenses must be visible.

4. **Permitted Animals:** La Solana allows generally recognized domestic animals on the property. This includes dogs, cats, small birds, and fish. Exotic animals of any kind are prohibited.
5. **Leashes:** Pets must be leashed and completely under the control of their owner when present outside of a Unit or enclosed porch/patio, including when present in the Common Elements and on any streets within the Association. Dogs, specifically, must be on a leash, not to exceed six (6') foot (including any extension leashes).
6. **Animal Waste:** Pet owners must immediately remove and dispose of any animal waste from the Common Elements or on their patio. Designated animal waste containers are provided for this purpose.
7. **Patios:** Pets shall not be left unattended on patios.
8. **Liability:** An Owner is liable for all damage or personal injury caused by their animal.
9. **Pet Enclosures:** No dog runs, animal pens, or similar enclosures/structures shall be maintained within a Unit or on any patio.
10. **Excessive Barking:** The La Solana Office receives occasional complaints about barking dogs. The Office Staff will contact the dog owner and ask them to resolve the problem. If that action is unsuccessful, the City of Surprise Animal Care and Control Unit may be contacted. *To report an unleashed animal or barking dog, contact Surprise Police Department at 623.222.4000*

IX. Trash and Recycling

1. Trash Compactor

- a. **Location:** Residents must deposit all trash in the Trash Compactor located in the Trash Area adjacent to the Maintenance Office.
- b. **Trash Area Access:** Each Unit Owner is provided with a Trash Area key. To prevent the illegal disposal of trash, this key must not be loaned or given to another individual. If an Owner's key is proven to have facilitated the illegal dumping of trash, the Owner may be fined \$500.00.
- c. **Tenant Access:** Unit Owners must provide their tenants with a Trash Area key. The Unit Owner will not have access to the Trash Area while the Unit is being leased.
- d. **Key Replacement:** If a key is lost, the replacement cost is \$20.00.
- e. **Trash Containment:** Trash must be bagged in a commercial grade trash bag and securely tied prior to disposal in the Trash Compactor. Kitty litter, specifically, must be double bagged separately from other trash items and securely tied.

2. Recycling Bin

- a. **Location:** The Recycling Bin is usually located next to the trash compactor in the Trash Area. On occasion it will be located just outside of the Trash Area.
- b. **Recyclable Items:** A list of items that may be recycled is posted near the Recycling Bin and in the Mail Room. Recycled items must be free of food, waste and other contaminants.
- c. **Cardboard Boxes:** Cardboard boxes must be flattened prior to placement in the Recycling Bin.
- d. **Plastic Bags:** Plastic bags CANNOT be recycled and should be placed in the Trash Compactor.
- e. **Recycling Glass:** Glass bottles and jars are permitted. Window and mirror glass is prohibited.

3. Prohibited Items

- a. **Household items:** The disposal of household items is prohibited in the Trash Area, Trash Compactor, and/or Recycle Bin. Prohibited items include, but are not limited to, large area rugs, refrigerators, microwaves, dishwashers, TVs, blinds, chairs, computers, folding chairs, screens, screen frames, undried paint cans, mirrors, and window glass. If you have questions regarding a particular item's suitability for disposal, please contact the Office Staff *before* disposing of it onsite.
- b. **Renovation Refuse:** Owners and their contractors may **NOT** place trash created by renovation or new construction in the Trash Compactor or Recycle Bin. These materials may be disposed of at the Northwest Regional Landfill (623-584-6065) by residents of the City of Surprise. Contact the Office Staff for other disposal options.
- c. **Paint Disposal:** Paint cans may be placed in the Trash Compactor after being dried out. Water-based or latex paints may be allowed to dry in an open can on patios. A preferred method is to place a packet of paint drying compound in an open paint can to accelerate the drying process.

ILLEGAL DUMPING: Unit Owners are subject to a \$500.00 fine for the disposal of any restricted/prohibited materials in the Trash Compactor and/or the Recycling Bin. Unit Owners are subject to this fine for any such action taken by their tenant, contractor, or other individual.

X. Leasing of Units

A Unit Owner is entitled to lease their Unit subject to the following conditions and restrictions:

1. **Extent:** A lease must be for the entire Unit. Leasing of any portion of a Unit is prohibited.
2. **Minimum Lease Term Required:** A lease term must be for a minimum of one month.
3. **Occupancy Limits:** A Unit may only be leased to a Single Family as defined by Section 1.31 of the CC&Rs. The maximum occupancy is four (4) adults per Unit.
4. **Age Restrictions:** At least one tenant must be 45 years or older. Office Staff may request all tenants to show proof of age. No person under 19 years of age shall stay overnight in any Unit for more than 90 days in any calendar year.
5. **Emergency Contact:** Owners of Rental Units must provide the Office Staff with contact information for a local individual who can access the Unit in case of emergency.
6. **Filing Requirements:** Upon execution of a lease, the Owner shall notify the Office Staff of the leasing of their Unit and provide the following information, which the Association is entitled to request pursuant to A.R.S. § 33-1260.01:
 - a. Name and contact information for all adults occupying the Unit.
 - b. Time period of the lease, including beginning and ending dates of tenancy.
 - c. Description and the license plate numbers of the tenants' vehicles.

NOTE: The failure of an Owner to provide the foregoing information to the Association within 15 days following the commencement of a lease shall result in a \$15.00 penalty.

7. **Filing Fee:** An Owner shall remit a \$25.00 fee to the Association within 15 days after submitting the required tenant information. This fee shall only apply to new leases and not lease renewals.
8. **Office Staff Obligations:** The Office Staff shall provide tenants with the following items:

- a. copies of the Condominium Documents, and
- b. instructions to purchase a temporary CAM Card from The Grand that provides the tenant access to fitness centers, golf courses and other community facilities.

9. Owner Obligations: Unit Owners shall provide their tenants with the following items:

- a. Key to the Unit.
- b. Key to the Trash Area.
- c. Mailbox key.
- d. Two parking permit tags.

10. Tenant Obligations:

- a. **Access Cards:** All tenants must register with Office Staff to receive Access Cards. Access cards must be returned to Office Staff at the termination of the lease. The Owner of a leased Unit will be charged \$75 each for unreturned Access Cards.
- b. **Parking:** Tenants must park in the Owner's designated parking space.

11. Owner Liability for Tenant Actions:

- a. An Owner shall be liable for any violations of the CC&Rs and Rules committed by their tenant or their guests, including nuisance causing conduct.
- b. An Owner shall abate any criminal activity engaged in by a tenant or other individuals occupying the Unit during the term of the lease as authorized by A.R.S. § 12-991.

XI. Sale of Units

When a La Solana unit is sold, the Selling Member (Unit Owner) must comply with Article XIII of the Bylaws of the La Solana Condominium Association, which states that:

1. The Selling Member must notify the La Solana Condominium Association in writing, not less than 10 business days prior to the closing of any sale, of the name and address of the purchaser thereof, as well as the closing date of the sale.
2. The La Solana Condominium Association shall, upon receipt of such information, mail or otherwise deliver to such purchaser:
 - a. A copy of the Declaration of Annexation,
 - b. A copy of the Bylaws,
 - c. A copy of the Rules and Regulations,
 - d. A copy of the current Operating Budget,
 - e. A copy of the most recent annual financial report,
 - f. a copy of the most recent Reserve Study, and
 - g. A statement containing the following information:
 - i. The telephone number of a principal contact for the Association, which may be an officer thereof, a management company employed thereby, or any other person,
 - ii. The amount of the current Common Expense Assessment, and the amount of any assessments or fees currently owed by the Seller,
 - iii. Whether or not any portion of the Unit thereon is covered by insurance maintained by the Association,
 - iv. The total amount of money held by the Association as Reserves,
 - v. Whether the Association knows of any alterations or improvements to the Unit that violate any provision of the Declaration or Association Rules (and if so, the nature of those violations, and
 - vi. The case name and number of any pending litigation filed by the Association against the selling Member with respect to the Unit, and the case name and number of any litigation filed by the Member against the Association (except that the Association shall not be required to disclose any information protected by the attorney-client privilege).
3. The Association may charge the selling Member (unit Owner) a reasonable fee to compensate the Association for costs incurred in the preparation of the information furnished by the Association.

Many documents described above may be found at www.lasolanaliving.com.

In addition to the requirements stated above, the selling Member (Unit Owner) must provide the purchaser with:

1. Key to the Unit being purchased,
2. Key to the Trash Area,
3. Mailbox key,
4. Two Access Cards, and
5. Two Parking Permits

If any of the keys and permits listed above are missing, the selling Member must purchase replacements from the Office prior to closing.