

TWELVE HUNDRED RIVER HOMEOWNERS' ASSOCIATION

RULES & REGULATIONS

The purpose of this document is to communicate specific operational policies that the Association Board of Directors has adopted. The Board can and will update the Rules & Regulations as necessary to better communicate decisions to Homeowners. Each Homeowner or prospective Homeowner should have a copy of each of the Governing documents (Declaration, Bylaws, Design Guidelines and Rules & Regulations) to fully understand their Twelve Hundred River Homeowners' Association responsibilities.

Contents:

- General Rules and Regulations (April 2019)
- Enforcement Resolution (March 2018)
- Towing Resolution & Towing Policy (January 2019)
- Collection Policy Resolution (January 2018)

Twelve Hundred River Road Homeowners' Association, Inc.

GENERAL RULES AND REGULATIONS

Amended 04/2019

It is recommended that all Homeowners read their By-laws, and the Covenants, Conditions and Restrictions (CC&R's) and it is essential that the Rules and Regulations be furnished to all residents leasing units. It is the Owner's responsibility to assure that their tenants comply with the Rules and Regulations of the Association. Ignorance of these regulations will not be accepted as an excuse.

SECTION 1: GENERAL RULES AND REGULATIONS

In order to achieve and maintain Twelve Hundred River's Condominium property as a comfortable and prestigious place to live, the Board of Directors has adopted the following Rules and Regulations.

1. ASSESSMENTS: Assessments are due and payable on the first day of each month. Dues are considered late after the 15th of each month and a late fee of \$25.00 will be assessed to the homeowner's account, each month that it is late. On the last day of each month, 10% delinquency interest will be charged on the total of unpaid assessments. No Owner may waive or otherwise escape liability for assessments, as prescribed in the CC&R's and By-laws of the Association. The Association has the right of legal action, e.g. filing of liens or foreclosure on the Owner's property.

2. ADVERTISEMENTS: No advertisements, signs, solicitation or notice relating to the conduct or operation of any business or profession or the individual sale of a pet, appliances, furniture, household goods, etc., by any resident may be publicly displayed on any building premises. The Board of Directors may provide a bulletin board for this purpose. Signage for the sale or lease of individual units will be placed in window inside the unit.

3. ARCHITECTURAL MODIFICATIONS: Any Owner who wishes to make any alteration or addition, which will affect the exterior of a Unit, including those modifications, which are visible from outside the Unit, must obtain the approval of the Board pursuant to this Article prior to making any such alterations or additions. Any owner, who makes an alteration or addition without the prior approval of the Board, shall be deemed to be in violation; and the Board, upon its own motion, shall proceed as though the Owner gave the notice of completion as specified in Section 9.8.1. Nothing in this Article shall be deemed to relieve the Owner from obtaining all necessary consents and permits and otherwise complying with all applicable state and local laws and ordinances.

3.1. SATELLITE DISH: Homeowners must submit for approval for the installation of a satellite dish. The satellite dish must be installed in a professional and aesthetically pleasing manner. The satellite dish should be installed on the roof of the unit; however, the dish must be placed so that it is as inconspicuous as possible. Non-penetrating roof mount is approved on the roof. The cable can be run adjacent to the downspout/gutter. The cable can be installed into the unit through the wall. Unit owner and/or tenant assume all responsibility for any damages and/or injuries caused by the satellite dish including the portions of the building where the cable is run and attached to. Owner/tenant will paint any exposed cable to match any and all surfaces the cable is attached to.

3.2. SECURITY SCREEN DOORS – Homeowners must submit for approval for the installation of security screen doors. Please see Appendix A for approved security screen doors.

3.3. LIGHT FIXTURES – Homeowners must submit for approval for the installation for light fixtures. Please see Appendix B for approved light fixtures.

3.4. DOOR HARDWARE – Homeowners must submit for approval for the installation for door hardware. Please see Appendix C for approved door hardware.

4. LEASE AGREEMENTS: If the condominium unit is to be used as a rental, all leases must be thirty (30) days or longer. Owners must provide the Management Company the name and contact information for any adults occupying the unit, the time period of the lease (including

beginning and ending dates) and a description of and license plate numbers for the tenants' vehicles. This information must be received from the Management Company no later than three (3) days after lease has been signed. You may fax, mail, email or hand deliver this information to the Association's Management Company.

5. PETS: Only two pets per unit, each belonging to residents, will be permitted to reside on the property. No dogs will be permitted in any common area unless carried or on a leash. Pets are prohibited from the pool and clubhouse area, unless such pet is used for the sole purposes of assisting a person with a disability, e.g., a Seeing Eye dog. Pet owners are responsible for immediately cleaning any dirt or excrement caused by their pet on the common grounds, balcony's and patio's as well as any damage to the property. Animals of non-residents are prohibited on any part of the property. The association provides a dog walk along the south parking lot between the parking lot and the race track. Residents are encouraged to use this area when taking their dogs out.

6. BALCONIES and PATIOS: No awnings or other projections are allowed to be placed or maintained upon any portion of the units, including the balconies. No blinds, bars, shades, screens, storm doors or objects of any kind will be attached to the outside of a Unit. The Board in writing must authorize all security screens before they are attached. No objects of any kind may be stored or placed in the common areas or outside the main entry door of a Unit. No items or objects of any kind may be stored or placed in the patio or balcony area of any unit. Animal feces and urine stains viewed on balconies and patios will not be tolerated. However, patio furniture in good repair will be permitted. Open flame barbecue grills are not permitted, as per City of Tucson fire codes TFC 307.5. Umbrellas will be allowed if they are maintained in good repair and do not overhang beyond the confines of the patio. Umbrellas must be folded when not in use. It will be the responsibility of the resident to be sure umbrellas do not fly off the patios and cause damage to the property. Any damage caused by an umbrella will be billed back to the resident/unit owner.

7. POTTED PLANTS: Potted plants may be placed on the individual unit patio **ONLY**. Homeowners may have up to five (5) flowering pots (maximum size of 5 gallon) within the confines of the patio area. Plants may not be placed on the patio ledges or stairway ledges. Plants are NOT to extend past the patio area. Pots must contain a living plant in good condition. Pots filled with rocks, pine cones, ceramic shards, dirt or other filler material will not be considered as properly maintained.

8. HOLIDAY LIGHTS: Holiday lights can be displayed 30 days before the designated holiday and must be removed within 14 days after the holiday.

9. STRING LIGHTING: String Lights can be displayed during the holiday's only.

10. GARAGE/ESTATE SALES are strictly prohibited.

11. DRESS IN COMMON AREAS: All persons, while in the common areas, shall wear proper attire. When going to or coming from the pool, or using the clubhouse facilities, an outer garment as well as footwear must be worn.

12. SOLICITING: Soliciting is not permitted in the community. Owners are encouraged to call local law enforcement if you are approached by a solicitor.

13. ENFORCEMENT OF RULES AND HANDLING OF COMPLAINTS: The Board of Directors will enforce Rules and Regulations established by the Board and their designated employees. Harassment and or verbal abuse towards the Association's employees is subject to a fine.

- a. Everyone's cooperation is needed to enable all to live harmoniously in a safe, attractive and well-maintained Condominium Association. The abuse of any equipment, furnishings or any common area element should be a matter of concern to all and is subject to a fine.
- b. Owners are responsible for all damages caused by themselves, their tenants, guests, invitees, etc.
- c. Violations of any section of these rules and regulations and/or the CC&R's of Twelve Hundred River Road are not automatically grandfathered based on age and/or length of time passed.

14. If any person wishes to make a complaint concerning any violation of the Association's governing documents that complaint shall be in writing and filed with the Association's Management Company. Pursuant to Arizona Law, any complaint lodged with the Association will NOT remain anonymous. The person complaining of the alleged violation must state their first and last name as well as the date they observed the alleged violation and this information will be sent to the party who is accused of the violation if the Association receives a response from the owner sent via certified mail.

15. WASTE DISPOSAL: All garbage and refuse must be securely sealed in plastic bags before placing in refuse dumpsters. No garbage or refuse shall be placed outside of the Unit or in any location other than in a dumpster provided. If dumpster closest to your unit has been filled, take trash to one of the other dumpsters on property. Large objects (boxes, furniture, etc.) must be hauled away by the Owner/Tenant immediately. No rubbish or other improper articles (including diapers, paper towels and sanitary napkins) shall be thrown into toilets or basins. Pet litter or any loose matter shall be wrapped securely in sealed plastic bags before disposal. Scoopable pet litter shall not be flushed down toilets.

16. AC UNITS: Unit owners are required to use a licensed & insured contractor for the installation of new AC Units. Any damage caused by a unit owners' contractor will be billed back to the unit owner. Old AC Units must be removed from the roof at the time of installation of a new unit. Unit owners will be charged for the removal of any old units left on the roof.

17. GENERAL: All damages to the common elements caused by Owners or their tenants, employees, guests or children shall be assessed to the Unit Owner and subject to a fine.

No waterbeds or any bed of similar construction shall be installed in any second floor Unit.

18. HOUSEKEEPING: No towels, clothes, sheets, blankets, laundry or any kind of article shall be hung out or exposed on any part of the balcony or patio walls. Common elements shall be kept free and clear of rubbish, debris and other unsightly materials. No dusting or shaking of brooms or other cleaning material out of the windows or doors will be allowed. Disposal of smoking materials outside balcony and patio walls on common area is prohibited. Lack of

compliance with this rule may result in a fine being assessed, after due warning.

19. DISTURBANCES AND NOISES: A reasonable consideration for your neighbors is very important. No person shall permit any excessive noises, parties, noisy animals in any dwelling unit by himself, his family or visitors. No person shall permit any TV, radio, stereo equipment, or musical instruments at a sound level which may annoy or disturb other Owners/residents of other Units AT ANY TIME. Particular care must be exercised in this respect between the hours of 10:00 p.m. and 8:00 a.m. Owners/residents will not permit anything to be done by such persons that will interfere with the rights, comfort or convenience of other residents of Twelve Hundred River Road Homeowners' Association, Inc. We are a mandatory quiet complex.

- a. No activity shall be carried on in any Unit or Common Area that may become a hazard or annoyance to other residents (CC&R.10.12.1). This includes and not limited to, street games, rollerblading, skateboarding, roller-skating and fireworks (AZ State law 36-1602) that infringe on other Units, Common Areas, Parking Areas, Parking Area Covers and that may cause damage to light fixtures, vehicles, windows and landscaping. A notice will be issued and may be subject to a fine.

20. VEHICLES: No repair or maintenance of vehicles, changing of oil, washing, etc. will be allowed in parking spaces. The Association is not responsible for any crime or damaged caused to vehicles parked on the property, vehicles owner's insurance should cover crime and damage. A notice will be issued, and you can be subject to a fine.

21. RECREATIONAL VEHICLES: No non traditional trucks, mobile home, bus, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer, or other similar equipment or vehicle (collectively "Vehicles or Equipment") may be parked, maintained, constructed, reconstructed or repaired on any Lot or Common Area or on any street. Recreational vehicles of any type are prohibited from parking in the common areas and/or on any street and are subject to immediate towing.

22. PARKING SPACES: Each Unit is authorized one (1) covered reserved parking space.

23. COVERED SPACES ARE ASSIGNED by the Association. If you park in an assigned space other than your own, without permission of the assigned resident and without providing prior notice to the office in writing, you are subject to being towed and/or fined. ALL VEHICLES must clearly display an official Twelve Hundred River Road Registration sticker, permanently affixed to the rear bumper or rear window. All unregistered vehicles are subject to towing at any time and the Owner will be fined. Vehicles must be parked facing inward. Parking spaces cannot be sold or leased by any Owner. Parking spaces are the sole property of the Association.

24. VEHICLE REGISTRATION: Vehicles are prohibited on the property that (i) are not currently registered with a State Motor Vehicle Department and displaying current license tags, (ii) are not operable, or (iii) are not registered with the Association but parked on the property over 48 hours.

- a. **ALL VEHICLES MUST BE REGISTERED WITH THE ASSOCIATION.** Registered vehicles are limited to not more than 3 vehicles per Unit and must display the Twelve Hundred River Road Registration sticker.

25. VISITOR PERMIT: A laminated temporary visitor permit will be issued to each unit. Visitor Permits must be placed on the rear-view mirror facing forward.

26. DOUBLE PARKING/NON-DESIGNATED PARKING AREAS: A vehicle double parked on the street side of a legally parked vehicle presents a traffic hazard as well as infringing on common property rights of others. Vehicles parked in this manner are subject to towing. Vehicles parked in violation of this section will be towed and/or fined.

27. MOTORCYCLES: Motorcycles are required to be parked in an appropriate parking space and may not be parked between parking spaces, on the sidewalk, or in the ENTRY of any UNIT. Park WITHIN your assigned space or uncovered unassigned space. Parking in the ENTRY way to UNITS is a fire hazard. All motorcycles are required to be registered with the office and display the official Twelve Hundred River Road Registration sticker. Vehicles parked in violation of this section will be towed and/or fined.

28. FIRE LANES: The Fire Lanes must be clear at all times. NO PARKING! Vehicles can be ticketed by the Association, Security or Tucson Police Dept. (TPD). The vehicle may be towed and/or a fine(s) may be imposed by the Association. TPD will stipulate a monetary fine on the first ticket.

29. POSTED SPEED LIMIT: 15 MPH

SECTION II: POOL RULES AND REGULATIONS

1. POOL HOURS: 6:00 a.m. until 11:00 P.M. CURFEW OF POOL AREA AND RECREATION ROOM IS 11:00 P.M. (This includes the pool, spa, exercise room, racquetball court, and the club house.)

2. GATE MUST BE LATCHED AT ALL TIMES; PIMA COUNTY CODE TITLE 8.8.32.2. All persons in pool area with gate blocked open will be held responsible for this infringement and fined accordingly. Cost of any property damage will be charged to the responsible party.

3. All persons using the pool or pool area do so at their own risk and sole responsibility. The Association does not assume responsibility for accidents or injury in connection with such use. The members covenant and agree with the use of the pool as an added facility and as other good and valuable consideration, to make no claim against the Association for or on account of any loss or damage to life, limb or property sustained, and further to indemnify and hold harmless the Association from any claim arising out of injuries sustained by any guests of Owners while using the pool.

4. All persons use this facility at their own risk, and in conformance with all rules and regulations.

5. Guests are welcome when accompanied by an adult resident. Please limit the number of your guests. Weekends and holidays are particularly popular pool usage times and residents have priority. Your guest may be asked to leave the pool if the pool is overcrowded, by the authority of the Board of Directors Committee. Guest allowance will be three (3) per Unit family.

6. Each Unit shall be issued one (1) pool key card. **Replacement** key cards may be purchased. Please contact the Management Company for cost of a replacement key card. When issuing a replacement, the homeowner will need to furnish the number from the lost/missing key

card so it can be deactivated. Each key is assigned to the unit. The purpose of this system is for the security of homeowners and tenants at Twelve Hundred River Road, and to help prevent unauthorized persons from using the recreational facilities.

7. Children under fourteen (14) years of age will not be allowed in the pool area without a responsible adult (18 years or older) accompanying them.

8. Only persons wearing proper attire will be permitted in the pool area. Only swim suits or trunks are considered proper swimming attire (no cut-offs or diapers). No black soled shoes will be allowed anywhere in the pool area.

9. Admission to the pool will be refused to all persons that have a contagious disease or infection, skin, eye or ear condition which has the appearance of being infectious. Persons with excessive sunburn, abrasions which have not healed, com plasters, adhesive tape, rubber bandages, or any other bandages of any kind will not be admitted.

10. Expectoration, spouting of water, running, roughness and rowdy behavior will not be permitted in the pool area at any time. (that's implied in the above) No equipment such as rafts or tubes are allowed in the pool. **NO DIVING ALLOWED!**

11. **NO BIKES, SCOOTERS** or other play equipment is permitted within the pool area.

12. Personal conduct in the pool and shower rooms must be such that the safety of self and others is not jeopardized.

13. **NO FOOD, GUM OR BREAKABLE** material such as bottles, or glassware of any kind will be permitted in the pool enclosure. **NO ALCOHOLIC BEVERAGES** will be allowed in the pool enclosure. Spills and debris add to the problem of maintaining proper chemical balance. You will be asked to leave the pool area, if found with glass and or alcohol in pool enclosure and subject to being fined.

14. Absolutely **NO ANIMALS** of any kind are allowed in the showers or pool or surrounding pool area at any time (Pima County Ordinance Title 8.8.32.110). Violations of this rule are subject to a fine at an amount determined on a case by case basis as determined by the Board of Directors. The owner can request a hearing with the Board of Directors as set forth in the violation notice.

15. **NO OIL OF ANY KIND ALLOWED IN THE POOL ENCLOSURE.** If you have added oil to your body, shower before entering the water. Oil coats the water, tiles, and skimmers and finally clogs the filter system. Oil is the number one problem in maintaining a clean healthy swimming pool. Your cooperation is essential.

16. **NO SMOKING** in pool area.

17. Place your empty cans, disposable cups, trash and any other debris in trash containers. Violations of this rule are subject to a fine at an amount determined on a case by case basis as determined by the Board of Directors. The owner can request a hearing with the Board of Directors as set forth in the violation notice.

18. The pool is for the enjoyment of all, no excessive noise will be tolerated. Music may be played on headsets **ONLY. NO SPEAKERS.** Violations of this rule are subject to a fine at an

amount determined on a case by case basis as determined by the Board of Directors. The owner can request a hearing with the Board of Directors as set forth in the violation notice.

19. NO climbing over fences or on artificial rocks. The artificial rocks are ornamental features. Any traffic on or over is hazardous and creates an unacceptable liability to the Homeowners' Association as well as danger to an individual. If you are in the pool area and do not have your key, you are in violation of the Rules and Regulations of the POOL AREA.

20. SHOWERS are available outside the Clubhouse (north side) and inside the Exercise Room. Toilet facilities are located in the Exercise Room.

21. The Association will be not responsible for loss or damage to any personal property of any kind. The pool may be closed at any time due to either breakdown or other operational difficulties and at the discretion of the Board of Directors.

These rules may be revised, or additional rules established at any time. Failure to comply with the above will result in action stipulated by the Board of Directors for rule's enforcement. It is not our intention to deprive any one the use of the pool, but we must run the pool according to all laws of the State and County. Violations could result in the pool being closed indefinitely and fines levied against the Association.

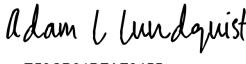
Twelve Hundred River Road Homeowners' Association, Inc. Reserves the right to change, modify any rule, regulation established by the Board of Directors on behalf of the Association. It is recommended that all Homeowners read their By-laws, and the Covenants, Conditions and Restrictions (CC&R's) and it is essential that the Rules and Regulations be furnished to all residents leasing units. It is the Owner's responsibility to assure that their tenants comply with the Rules and Regulations of the Association. Ignorance of these regulations will not be accepted as an excuse.

The Rules and Regulations of Twelve Hundred River Road Homeowners' Association, Inc. are designed for all Owners and Residents. The intent of the General Rules and Regulations and the Pool Rules and Regulations are to establish a harmonious community lifestyle, and it is not the intent to infringe on any persons' individual rights.

These Rules and Regulations dated **April 16, 2019**, supersede all previous published Rules and Regulations, by the direction of the Board of Directors.

For Twelve Hundred River Road Homeowners Association

By Adam Lundquist, Board President

DocuSigned by:

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Dated: April 16, 2019

Twelve Hundred River Security Screen Doors Appendix A

There are two pre-selected styles of metal security doors for Twelve Hundred River. The doors must be installed on the frame of the existing door (no outset if the unit has an entry area).

For the door to be approved the owner must submit an application showing the exact product along with photos and color specification. A Diagram showing the door installation location along with the swing direction must also be provided. **The doors must be in the pre-finished color most closely matching the stucco color of the community.**

If pre-selected light fixtures do not function with the security door due to clearance other alternatives including a blank plate painted to match the stucco may be considered on a case-by-case basis.

Pre-approved Security Door Options:

1. Arcadia – Available at Home Depot



2. Su Casa – Available at Home Depot



**Twelve Hundred River
Approved Light Fixtures
Appendix B**

The following light fixtures are the approved fixtures for the Twelve Hundred River community. Light fixtures may be purchased through the management company at a cost of \$41.00 each.

Front Entrance and Patio



Front Entrance



Twelve Hundred River Approved Door Hardware Appendix C

Schlage Latitude Lever Keyed Entry



Schlage Century Single Cylinder Handle set and Latitude Lever, Satin Nickel



Schlage Connect Century Touchscreen Deadbolt with Latitude Lever – Satin Nickel



TWELVE HUNDRED RIVER HOMEOWNERS' ASSOCIATION ENFORCEMENT RESOLUTION

The Association's "Governing Documents" (i.e. the Declaration of Covenants, Conditions and Restrictions; Articles of Incorporation; Bylaws; Rules and Regulations) and state laws authorize the Association, by and through its Board of Directors, to enforce its Governing Documents. Accordingly, this Enforcement Resolution is adopted by the Board in furtherance of its duty to exercise its discretionary powers, including enforcement.

Duties to Remain Fair and Impartial: The Board shall, at all times in enforcing the provisions of the Governing Documents, remain fair and impartial, and treat all Owners in the same manner as any other Owners.

Reporting Violations to the Association:

(1) Owners or residents within the community may report alleged violations only if they personally observed the alleged violation.

(2) Alleged violations are to be reported in writing to the Association's Manager, or if no Manager, then to the Board of Directors.

(3) The complaint must be detailed, and provide the provisions of the Governing Documents claimed to be violated, the time, date, and place of the violation, and any witnesses to the violation.

(4) The Board or its authorized agent(s) should review the written complaint and supporting documents, if any.

(5) If the Board or its authorized agent(s) determines that the complaint is valid, and sets forth a valid violation of provisions of the Governing Documents, then the Board shall send a notice to the Owner.

(6) Notwithstanding reports from Owners, the Association may also conduct its own inspections and send notices of violations to Owners.

First Notice of Violation: The Notice of Violation shall be sent to the Owner, even if it is the Owner's tenants, guests, or invitees that are responsible for the violations of the Governing Documents. The Notice shall be sent to the address registered with the Association, and if none, to the property address of the Association for that Owner. The Notice should be delivered by first class mail. The Notice should state the details of the violation as outlined in the complaint and revealed by the Board's review and investigation, if applicable. The Notice should also provide the Owner an opportunity for a hearing before the Board to refute the complaint. An Owner has a duty to respond in writing within twenty-one (21) days to request a hearing. If the Owner does not respond timely or in writing, then the Owner is deemed to have admitted the facts set forth in the Notice, and the Board may enforce the provisions in accordance with this Resolution.

Fine Schedule for Violations: The Board adopts the following fine procedure and accompanying amounts:

First Notice of Violation: A letter will be sent to the Owner of the property outlining the violation. In the event that the Owner of the property is identified as an absentee Owner, a copy of the violation letter may also be sent to the tenant at the property address. The Owner will be given twenty-one (21) days to bring the violation into compliance, except for failures to maintain an Owner's Lot, in which case the Owner will be given thirty (30) days to correct the violation. The First Notice shall include a warning that if the violation is not cured within thirty (30) days that a fine of \$25 shall be assessed. This letter shall also state that the Owner may petition the Department of Real Estate pursuant to ARS 32-2199.01.

Second Notice of Violation and Assessment of Initial Monetary Penalty: The Association will issue a second Notice if the Owner has not complied with the first Notice, or if the violation has returned or has been repeated. The second Notice will inform the Owner that the Initial Monetary Penalty, in the amount of \$25.00, has been imposed. This letter shall also tell the Owner that if the violation is not cured within thirty (30) days that a fine of \$50.00 will be assessed. The Owner will also be responsible for any certified letter processing fees.

Third Notice of Violation and Assessment of Additional Monetary Penalty: The Association will assess an Additional Monetary Penalty, in the amount of \$50.00, if the Owner has not corrected or removed the violation as stated in the time frames in the first and second Notice, or if the violation has returned or has been repeated. The Owner will also be responsible for any certified letter processing fees. This letter shall also provide that if the violation is not cured within thirty (30) days, that all subsequent fines shall be \$100 upon each subsequent inspection where it is found that the violation is still not cured.

Additional Monetary Penalties: After the imposition of the Initial Monetary Penalty and the Additional Monetary Penalty, another penalty, in the amount of \$100.00 (the Maximum Additional Monetary Penalty), may be imposed upon subsequent inspection, if the Owner has not corrected or removed the violation, or if the violation is repeated or has returned. Inspections will be conducted to coincide with the terms of the notices. The Owner will also be responsible for any certified letter processing fees.

Should a period of time of at least 90 days lapse between violation letters of the same offense, the next letter will be a First Notice again.

Additional Remedies. The Association has the right, without proceeding through the steps outlined in the fine schedule above, to exercise its legal remedies against an Owner who is in violation of provisions in the Governing Documents, or to exercise self-help, if applicable. Nothing in this Resolution prohibits the Association from seeking immediate redress, filing an action for any reason authorized by law, while also seeking injunctive relief for violations that are continuing or that affect the health, safety or welfare of the Community. Subject to the Governing Documents, the Association shall be entitled

to its attorney fees and costs to compel compliance, regardless of whether a lawsuit is filed.

Hearings Before the Association: If the Owner timely requested a hearing before the Board in writing, the following should govern the hearing before the Board:

(1) Alleged violators are entitled to notice and opportunity for a hearing on the merits before a fine is imposed upon them by the Board.

(2) Notice of violations setting a fine may set forth a date and time for the hearing or allow for the scheduling of a hearing.

(3) The hearing will be before the Board, with any "interested" board member disqualified to be a part of the hearing panel.

(4) At the hearing, the alleged Owner or the Owner's designated representative and the Complainant may make an opening statement, present evidence and testimony, present witnesses and make a closing statement.

(5) Additional evidence and testimony may be presented by an officer, Board Member or the Association's Manager, if any, and/or any person involved in the performance of the investigation of the alleged violation.

(6) Neither the Complainant nor the alleged violator is required to be in attendance at the hearing.

(7) The presiding officer may also impose other rules of conduct as may be appropriate under the circumstances.

(8) Unless otherwise requested by the Owner, the hearing may be open or closed to attendance by all Owners.

(9) The hearing must be fair and impartial to the Owner accused of the violation, as outlined above.

(10) The Board may render its decision in writing within 30 days, or a longer period as the Board may set.

(11) In its decision, the Board may, at its sole discretion, impose the fine, waive all or a portion of the fine, or condition waiver or partial waiver of the fine.

(12) Failure to strictly follow the hearing procedures is not grounds for appeal of the Board's decision, absent a showing of denial of due process.

Non-Waiver: The failure of the Association to enforce its Governing Documents does not constitute a waiver of the right to enforce the Governing Documents in the future.

CERTIFICATION

I, Adam Lundquist, am the President of the Association and affirm that on the 20th day of March, 2018, the Association's Board of Directors met in a duly noticed open meeting and adopted the above Resolution.

By:
Its:



President

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
TWELVE HUNDRED RIVER ROAD HOMEOWNERS ASSOCIATION**

WHEREAS, by an affirmative vote of the Directors of the Twelve Hundred River Road Homeowners Association (“Association”), the Association hereby adopts the following resolution as an official action of the Board of Directors (the “Board”) of the Association and direct that this action be filed with the minutes of the proceedings of the Board:

WHEREAS, Article IV, Section 4.2.1 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Twelve Hundred River Road Condominiums, recorded on June 1, 1989 at Sequence No. 89066311 in the Pima County Recorder’s Office (the “Declaration”) states that the Board of Directors shall act on behalf of the Association;

WHEREAS, pursuant to Article X, Section 10.13 of the Declaration is states:

Parking shall be allowed in designated areas only. Each Unit shall be assigned one (1) parking space in the Common Elements. However, the Association may, from time to time, change the designation of a specific parking space in the Common Elements, so long as the redesignation places that Unit’s assigned parking space within reasonable proximity to the Unit. Vehicles shall not be parked in such a manner as to inhibit or block access to any Unit or any portion of the recreational facilities. No trailer, mobile home, house trailer, truck, camper, boat, recreational vehicle or similar vehicle shall be parked on any of the Common Elements or Parking Areas, either temporarily or permanently. No commercial vehicle bearing a commercial insignia or name shall be parked on the Property, unless such vehicle is temporarily parked for the purpose of serving a particular unit.

WHEREAS, pursuant to Article I, Section 1.22, the Association has the authority to adopt rules governing the use of the Common Elements;

WHEREAS, the Association adopted General Rules and Regulations, at Paragraphs 13-19, permitting the Association to tow vehicles in violation of the Declaration or the General Rules and Regulations

WHEREAS, the Board has determined that violations of the parking rules and restrictions have posed a continual problem for the community; and

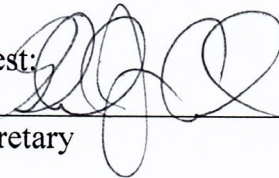
WHEREAS, the Board wishes to take additional measures to effectively enforce the parking rules and restrictions;

BE IT THEREFORE RESOLVED, that the Board of Directors hereby approves the attached Towing Policy and hereby instructs its managing agent to notify all Members of the implementation of the Towing Policy.

IN WITNESS WHEREOF, the undersigned have executed this resolution as of this 22nd day of January, 2019.

DocuSigned by:
Adam L Lundquist 1/22/2019
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President

Attest:  1-22-19

Secretary

TOWING POLICY
TWELVE HUNDRED RIVER ROAD HOMEOWNERS ASSOCIATION

Pursuant to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Twelve Hundred River Road Condominiums, recorded on June 1, 1989 at Sequence No. 89066311 in the Pima County Recorder's Office (the "Declaration") at Article X, Section 10.13 and Article I, Section 1.22 and the Association's General Rules and Regulations, the Board of Directors has adopted this Towing Policy to enforce violations of the Association's parking rules and restrictions. The Association, through its management company, will follow the procedures below with respect to towing and parking violations.

1. Pursuant to Paragraphs 13-19 of the Association's General Rules and Regulations, the Association has the right to have any vehicle towed after two warnings for the following violations: 1) parked in a space not assigned to it and without permission, 2) double parked, 3) motorcycles that are parked between parking spaces, on the sidewalk, or at the entry of a unit, and 4) in front of the red curbed fire lanes.
2. Upon learning of the third parking violation, the Association shall attempt by reasonable means to contact the owner of the vehicle or the owner of the Unit to which the vehicle is associated prior to towing.
3. If unable to make contact as described in Section 2 above, or if the vehicle owner refuses to correct the violation upon such contact, the Association shall place a sticker/tag/notice on the vehicle identifying that a violation exists and warning that if the violation is not cured within 24 hours, the vehicle will be towed. If the violation is not corrected within the prescribed time period, the Association is authorized to contact a towing company to tow the vehicle.
4. The Association may also, without waiver of the right to tow, pursue other remedies such as fines or legal action pursuant to Association policy. The offending owner shall be responsible for any fines and legal fees incurred.
5. All vehicles shall be towed at the vehicle owner's sole expense. Costs may include that for towing, storage, and legal fees necessary to enforce the Association's parking rules and restrictions.
6. The Association is in no way responsible for any damage to the vehicle or personal items in the vehicle as a result of towing.

COLLECTION POLICY RESOLUTION
TWELVE HUNDRED RIVER HOMEOWNERS' ASSOCIATION
Effective 1st day of January 2018

Twelve Hundred River Homeowners' Association provides the Board of Directors with the authority to set forth collection policies. The board has adopted the rules below pertaining to the collection of Assessments.

The purpose of this rule is to ensure the timely and fair collection of Assessments to ensure the Association has the funds necessary to provide for the management, maintenance, and care of the areas of association responsibility.

The scope and intent of this resolution is to apply uniformly to all members of the association. The actions of this policy regarding collection of assessments owed the community are as follows:

- a) Assessments are applied monthly on the 1st day of the month. Assessments are due on the date they are assessed.
- b) On the 15th day of each month a late fee, the equivalent of 10% of the monthly assessment, is charged on accounts where the assessment has not been paid.
- c) Following the 15th, a late notice (or statement) is sent to delinquent members.
- d) On the last day of each month, 10% delinquency interest will be charged on the total of unpaid assessments as outlined in Section 6.6.3(d) of the Association's Covenants.
- e) Following 45 days past due, an "Intent to Record a Notice of Lien" is sent to delinquent members.
- f) Following 60 days past due, a lien is prepared and recorded and a lien fee is applied. The member is notified that the account will be referred to legal counsel if not paid in 15 days.
- g) Following 75 days past due, the account is forwarded to the Association's attorney for further collection action. The homeowners' account will be charged for all legal fees, and costs incurred in the collection of any debt with the association. Further action may include, but is not limited to, default judgment, summary judgment, garnishment of wages, or foreclosure pursuant to state law and the governing documents of the association.
- h) Costs incurred by the association for purposes of skip tracing, fees involving bank foreclosure or bankruptcy filing, and transfers of ownership will be charged against the account of the homeowner incurring these contractual expenses.

RESOLVED, that the Twelve Hundred River Homeowners' Association, Inc. Board of Directors and its management company, shall afford homeowners the opportunity to request a hearing, by submission in advance, in writing to contest any late fee or collection charge; and

RESOLVED, that the Twelve Hundred River Homeowners' Association, Inc. Board of Directors with its management company, shall afford homeowners the opportunity to initiate a time-payment plan in order to reduce or eliminate their outstanding debt to the Association,

specified in writing and mutually agreed to by the homeowner and Twelve Hundred River Homeowners' Association, Inc. Board of Directors; and

RESOLVED, that any subsequent default, cessation or refusal to make timely and consistent payments on such time-payment plan shall constitute default on the part of the homeowner and shall result in initiation of legal collection procedures; and

RESOLVED, that the board shall retain the right to amend or repeal this resolution.

IT WITNESS WHEREOF, the undersigned have executed this consent as of this ¹⁴ _____ day
of ^{November} _____, 20¹⁷_____.

Adam Lundquist

President

Pam Rogo

Attested

OWNER/TENANT AUTO REGISTRATION FORM

TWELVE HUNDRED RIVER HOA, INC.

BUILDING AND UNIT # _____ ASSIGNED SPACE # _____

PERMIT # _____

Living in Unit:

Owner _____ Tenant _____ - Lease Term: From: _____ to: _____

NAME: _____

UNIT PHONE NUMBER: _____

WORK PHONE NUMBER: _____

CELL PHONE NUMBER: _____

EMERGENCY CONTACT: _____

AUTO DESCRIPTION:

MAKE: _____ MODEL: _____

COLOR: _____ YEAR: _____

PLATE #: _____ STATE REGISTERED: _____

Note: If you are not the registered owner of this auto, please provide the name on the auto's registration card: _____ or is this auto a rental? Yes / No

I am the owner/tenant of the unit listed above and I understand that the above described parking space is assigned to this unit. I agree that any vehicle parked in this designated parking space or other parking areas within the complex that don't display a River Road parking sticker, visible from the left rear window or left rear bumper of the vehicle, can be towed without notice, even if parked in the proper space. My failure to comply can also lead to citations and fines being issued.

I understand and agree to notify Twelve Hundred River Homeowners' Association, Inc. of any changes or additions in cars using this parking space. I also understand that as the owner, it is my responsibility to inform my tenants not to park in an assigned space belonging to a unit other than the one listed above, and if they do, the vehicle is subject to being towed at my expense and I have informed this information to my tenant(s).

I understand that the Association is not responsible for damage or theft of any vehicle while parked on the premises of Twelve Hundred River Road.

SECTION 10.13 OF THE CC&R's: provides that no trailer, mobile home, house trailer, truck, camper boat, or recreational vehicle or similar vehicle shall be parked in any of the Common Elements or Parking Areas, either temporarily or permanently. No commercial vehicle bearing a commercial insignia or name shall be parked on the property, unless such vehicle is temporarily parked for the purpose of servicing a particular unit. **Repairs, maintenance, changing oil or washing cars WILL NOT BE permitted in parking spaces. VEHICLES PARKED IN FIRE LANES CAN BE TOWED AT ANY TIME.**

HAVING READ THE FOREGOING STIPULATIONS, I CERTIFY THAT MY VEHICLE IS IN COMPLIANCE WITH THE CC&R's AND RULES AND REGULATIONS OF TWELVE HUNDRED RIVER HOA, INC.

SIGNATURE: _____ DATE _____

Sorted by Space Number

Space	Unit	Space	Unit	Space	Unit
1	C-31	62	H-93	123	L-161
2	C-33	63	H-100	124	L-157
3	C-34	64	H-94	125	L-156
4	C-35	65	H-101	126	L-164
5	C-36	66	H-95	127	L-165
6	C-37	67	I-102	128	L-166
7	C-38	68	I-110	129	L-158
8	C-39	69	I-103	130	L-159
9	C-40	70	I-111	131	L-160
10	C-41	71	I-104	133	M-169
11	B-16	72	I-112	134	M-173
12	B-17	73	I-105	135	M-172
13	B-18	74	I-113	136	M-168
14	B-19	75	I-106	137	M-176
15	B-20	76	I-114	138	M-171
16	B-21	77	I-107	139	M-170
17	B-22	78	I-115	140	M-175
18	B-23	79	I-108	141	M-174
19	B-24	80	I-116	142	D-48
20	B-25	81	I-109	143	D-54
21	B-26	82	J-121	144	D-47
22	B-27	83	J-129	145	D-53
23	B-28	84	J-128	146	D-46
24	B-29	85	J-120	147	D-42
25	A-14	86	J-119	148	E-59
26	A-15	87	J-127	149	E-56
27	A-1	88	J-117	150	E-57
28	A-7	89	J-118	151	L-167
29	A-5	90	J-126	152	OFFICE
30	A-2	91	J-122	153	OFFICE
31	A-9	92	J-130	154	E-58
32	A-13	93	J-123	155	A-10
33	A-3	94	J-131	156	F-61
34	F-68	95	J-124	157	F-69
35	G-77	96	J-132	158	F-70
36	F-62	97	J-125	159	A-6
37	F-67	98	J-133	160	A-8
38	F-74	99	K-142	161	E-60
39	F-63	100	K-150	162	A-4
40	F-71	101	K-143	163	A-12
41	F-64	102	K-151	164	A-11
42	F-66	103	K-135	165	G-85
43	F-73	104	K-144	166	G-86
44	F-65	105	K-134	167	F-75
45		106	K-136	168	H-96
46	G-87	107	K-145	169	H-97
47	G-78	108	K-137	170	H-91
48	G-79	109	K-146	172	C-30
49	G-80	110	K-138	173	C-32
50	F-72	111	K-147	174	D-50
51	G-81	112	K-139	175	D-43
52	G-88	113	K-148	176	D-51
53	G-82	114	K-140	177	D-44
54	G-89	115	K-141	178	D-52
55	G-83	116	K-149	179	D-45
56	G-90	117	L-152	180	D-49
57	G-76	118	L-155	181	D-55
58	G-84	119	L-162		
59	H-92	120	L-154		
60	H-98	121	L-153		
61	H-99	122	L-163		

Sorted by Unit Number

Space	Unit	Space	Unit	Space	Unit
A-1	27	F-62	36	J-122	91
A-2	30	F-63	39	J-123	93
A-3	33	F-64	41	J-124	95
A-4	162	F-65	44	J-125	97
A-5	29	F-66	42	J-126	90
A-6	159	F-67	37	J-127	87
A-7	28	F-68	34	J-128	84
A-8	160	F-69	157	J-129	83
A-9	31	F-70	158	J-130	92
A-10	155	F-71	40	J-131	94
A-11	164		45	J-132	96
A-12	163	F-72	50	J-133	98
A-13	32	F-73	43	K-134	105
A-14	25	F-74	38	K-135	103
A-15	26	F-75	167	K-136	106
B-16	11	G-76	57	K-137	108
B-17	12	G-77	35	K-138	110
B-18	13	G-78	47	K-139	112
B-19	14	G-79	48	K-140	114
B-20	15	G-80	49	K-141	115
B-21	16	G-81	51	K-142	99
B-22	17	G-82	53	K-143	101
B-23	18	G-83	55	K-144	104
B-24	19	G-84	58	K-145	107
B-25	20	G-85	165	K-146	109
B-26	21	G-86	166	K-147	111
B-27	22	G-87	46	K-148	113
B-28	23	G-88	52	K-149	116
B-29	24	G-89	54	K-150	100
C-30	172	G-90	56	K-151	102
C-31	1	H-91	170	L-152	117
C-32	173	H-92	59	L-153	121
C-33	2	H-93	62	L-154	120
C-34	3	H-94	64	L-155	118
C-35	4	H-95	66	L-156	125
C-36	5	H-96	168	L-157	124
C-37	6	H-97	169	L-158	129
C-38	7	H-98	60	L-159	130
C-39	8	H-99	61	L-160	131
C-40	9	H-100	63	L-161	123
C-41	10	H-101	65	L-162	119
D-42	147	I-102	67	L-163	122
D-43	175	I-103	69	L-164	126
D-44	177	I-104	71	L-165	127
D-45	179	I-105	73	L-166	128
D-46	146	I-106	75	L-167	151
D-47	144	I-107	77	M-168	136
D-48	142	I-108	79	M-169	133
D-49	180	I-109	81	M-170	139
D-50	174	I-110	68	M-171	138
D-51	176	I-111	70	M-172	135
D-52	178	I-112	72	M-173	134
D-53	145	I-113	74	M-174	141
D-54	143	I-114	76	M-175	140
D-55	181	I-115	78	M-176	137
E-56	149	I-116	80	OFFICE	152
E-57	150	J-117	88	OFFICE	153
E-58	154	J-118	89		
E-59	148	J-119	86		
E-60	161	J-120	85		
F-61	156	J-121	82		