

Amherst Club (101 E. University) Condominium Rules
Revised 2010
with
Amendment of 2011
and
Amendments of 2013
and
Amendment of 2015

1. The use of all units and the common areas shall be consistent with these rules and all other laws, rules and restrictions set forth in the governing documents of the Amherst Club condominium complex at 101 E. University, Tucson, AZ. As set out in the Articles of Incorporation, the Amherst Club Homeowners Association (HOA) provides for the management and maintenance of the common areas and acts in furtherance of the safety, enjoyment and welfare of owners and residents of the complex. To that end, the HOA establishes and promulgates rules and regulations for owners and residents concerning the use of their units and the common areas.
2. All rules apply, as the case may be, to owners, residents, tenants and guests of owners, residents and tenants. Owners are responsible for seeing that their guests and the tenants and residents of their units comply with these rules. Residents and tenants are responsible for seeing that their guests comply with these rules. As used in these Rules, the term resident includes tenants and any person who resides in a unit, including an owner, a family member of an owner and the roommate of an owner, a family member of an owner or a tenant.
3. An owner must provide each resident of his/her unit with two copies of these Rules prior to the resident's moving into the unit. One copy is retained by the resident; the other copy must be signed and dated by the resident and given to the HOA manager. The unit owner is responsible for obtaining the signature and providing the signed and dated copy to the HOA manager prior to the resident's moving into the unit. This requirement applies to any non-owner resident, including a tenant, a family member of an owner and a roommate of an owner, a tenant or a family member of an owner.
4. Owners, residents, tenants and their guests must exercise extreme care to minimize noise so as not to disturb others in the condominiums. This includes keeping noise to a reasonable level in the pool and common areas.
5. Any resident who holds a gathering involving music in the common areas, more than 15 people and/or use of any part of the common areas must notify all units in writing and in advance of the time and date of the gathering.
6. Music and guests must be moved from any outside common area at midnight on Fridays and Saturdays and at 10 p.m. on all other days.
7. Hosts are responsible for the cleanup of common areas after parties or other gatherings. This includes the front lawn, sides and back parking area.
8. All gates are to be kept closed at all times. Gates must never be propped open for any reason.
9. No one is permitted to climb over any gate or wall in order to enter the complex. Residents are responsible for making sure their guests abide by this rule and must make

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proper access arrangements for their guests and invitees such as delivery persons. Residents should also make proper access arrangements for situations when the gate is locked and they do not have their keys. Climbing over the fence or gate is not a proper access arrangement for residents or guests.

10. The laundry room and storage area are to be kept locked at all times. Doors must never be propped open for any reason.
11. No glass is to be brought into the pool area.
12. A resident of the complex must accompany swimming pool guests.
13. Pool hours are 8 a.m. to midnight on Fridays and Saturdays and 8 a.m. to 10 p.m. on all other days.
14. Pool rafts, floating chairs, pool toys and other objects used in the pool must be removed from the pool and the pool area when they are not in use. Under no circumstances are such items to be left or stored in the pool area.

[Rule 15 was amended by unanimous vote at the HOA meeting of 01-22-2011.]

~~15. Under no circumstances may a dog reside in any unit. Dogs, whether owned by the resident of the unit or by a non-resident, are not permitted even on a temporary basis or for a short time. As of 2010, one small dog is grandfathered in since he lived in the complex when the no-dogs policy was first instituted. Indoor cats are permitted. Outdoor cats are not permitted. Owners must evict tenants or residents who do not abide by this rule.~~

15. (a) Dogs and outdoor cats are not permitted to reside in the complex. Owner/landlords must include in their leases a clause prohibiting outdoor pets. One small dog is grandfathered in since he lived in the complex before the no-dog rule was adopted. Indoor cats are permitted.

(b) Notwithstanding the above, an owner/resident may have an indoor dog on a temporary basis for personal reasons, for a maximum of four months, with certain restrictions and with payment of a fee. The owner/resident must take all necessary steps to insure that the visitor dog does not inconvenience or disturb any other resident by barking or growling or by acting in any way that causes a resident to be fearful, that the dog is never outside in the complex without a caretaker, that dog waste is immediately removed from anywhere on the property and appropriately disposed of, that any damage done by the dog to any of the common areas is promptly repaired at the owner/resident's expense. The owner/resident will pay an additional fee of \$30.00 per any full or partial month that the visitor dog is residing in the complex.

(c) If at any time a tenant has a dog residing in the complex, the owner/landlord will pay to the HOA \$100.00 per any full or partial month that the dog resides in the complex. The owner/landlord will also pay to repair any damage the dog does to the common area. (Although the Rules permit indoor cats, an owner/landlord may prohibit an indoor cat since such a prohibition is more restrictive than and does not contravene the Rule 15. An owner/landlord, however, cannot contravene Rule 15 by permitting a dog.)

(d) Service dogs are permitted to reside in the complex and no additional fee will be charged for a service dog. Documentation that a dog is a properly licensed, registered or authorized service dog must be provided to the HOA manager.

(e) Any laws of the City of Tucson or Pima County pertaining to pets are incorporated into these Rules.

(Note: There was discussion as to whether an owner/landlord should be responsible for the \$100.00 per month charge when and even if the tenant brings a dog onto the property in

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violation of the lease and without the knowledge of the owner/landlord. It was pointed out that the owner/landlord is the one responsible for the tenant whether or not the owner/landlord knows what the tenant is doing. The owner/landlord can put in his/her lease that the tenant must pay the charge and then collect from the tenant or evict the tenant for violating the lease. The HOA is not able to collect such a charge from a tenant or evict a tenant. An owner/landlord is the one ultimately responsible for the actions of the tenant he/she allows in her Unit.)

16. The laundry room is for the use of owners and residents only. Water bills are paid with owners' HOA dues. Use of laundry facilities by non-residents increases the water bill, which could lead to an increase in HOA fees for owners, which could lead to an increase in rents for tenants.
17. Laundry room users must keep the room clean and neat. The lint trap must be emptied into the trash can after each use. Dryer sheets, empty laundry supply containers (detergents, etc.), drink cans and bottles, snack trash and all other trash must be put in a trash can. If there is vandalism or malfunction with any of the machines, WEB should be contacted immediately. The number is posted in the room. Reference machine number when calling.
18. Residents must keep the patio areas in front of their units neat and clean. Only plants, one working barbeque and furniture appropriate for outdoor use on a patio may be placed in the patio area in front of a unit.
19. Residents and their guests who smoke outside must dispose of cigarette butts and other smoking paraphernalia in proper receptacles. Smokers must also refrain from smoking near open doors or windows of units. Cigarette butts are not to be left anywhere in common areas. Residents must keep their patio areas free of cigarette butts.
20. Riding of bicycles, motorbikes and motorcycles inside the complex and on sidewalks is prohibited.
21. Owners are ultimately responsible for any and all damage of any kind done to the premises and/or common areas by their guests, residents of their units, their tenants, and guests of their tenants or residents of their units. The cost of promptly repairing any such damage shall be paid by the owner who caused it or by the owner whose resident, guest, tenant, or guest of a resident or tenant caused it. The owner may choose to seek reimbursement from his/her tenant, resident or guest. However, the owner's decision not to seek such reimbursement or the owner's inability to obtain reimbursement does not relieve the owner of responsibility for the damage.

[Rule 22 and Rule 23 were added by unanimous vote at the HOA meeting of 01-12-2013.]

22. No motorized vehicles may be kept in the courtyard.
23. A tenant may install a satellite dish only with the written permission of the unit owner, and a copy of that written permission must be provided to the HOA manager before the dish is installed. At the end of the service, the dish and any equipment, hardware, parts or the like involved with the dish must be promptly removed and the premises must be returned to the condition they were in prior to the installation of the dish. The owner is responsible for such equipment removal and repair and for all associated costs. Although the owner may require his/her tenant to be responsible for the removal, repair and costs, it is the owner who is ultimately responsible if the tenant fails to comply.

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[Rule 24 was added by unanimous vote at the HOA meeting of 01-24-2015.]

24. (a) The parking lot is ONLY for residents of the complex. Non-resident owners and guests of residents may **not** park in the parking lot. Spaces are limited and are available on a first-come-first-park basis. Non-automobile vehicles, such as bikes, must be parked on the north wall.
- (b) Any vehicle parked in the lot must be licensed, registered and operational. The parking lot cannot be used as storage place for a vehicle that is not licensed, registered and operational.
- (c) Identifying information (i.e., make, model, year, color and license number) of any car parked in the parking lot must be provided to the HOA manager. Any vehicle in the parking lot that is not licensed, registered and operational or whose identifying information has not been provided to the HOA manager will receive a notice placed on the windshield of the vehicle that it will be towed at the vehicle owner's expense if it is not removed in 48 hours. The HOA is not responsible for any losses or costs incurred by a resident (tenant or owner) or a non-resident owner who fails to see and /or comply with the towing notice and whose vehicle is towed.
- (d) Owners are ultimately responsible for seeing that tenants provide the identifying information to the HOA manager and are responsible for informing tenants that they risk having their car towed if the information is not provided.

-End of Rules-

Tenant Acknowledgment

I acknowledge that I have a copy of these Rules (4 pages) and understand that they apply to me as a tenant.

Date _____

Tenant Printed Name

Tenant Signature

Identifying Information For Vehicle Parked In Parking Lot

Tenants and Resident-Owners must provide this information.

Name _____ Unit # _____

Phone _____ Email _____

Make of Vehicle _____ Model _____

Year _____ Color _____

License – State and Number _____