



Executive Towers Association

Rules & Regulations

ADOPTED by the Board of Directors – January 28, 2016

207 W. Clarendon Avenue, Phoenix, AZ 85013
602.264.5588, Facsimile: 602.264.5828
www.executivetowershoa.com

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INTRODUCTION

The Executive Towers, a historical BEADLE design, was built in 1964 and was converted to a 160-unit Condominium Association in December 1971. The “Declaration” (***Declaration of Conditions, Covenants and Restrictions “CC&R’s”***) was created with the intention of promoting and protecting cooperative use, conducting maintenance of the property, and for the purpose of enhancing and protecting property values, desirability and attractiveness of the property.

In an effort to clarify the Governing Documents, the Board of Directors has adopted ***Rules and Regulations (“Rules”)*** and ***Architectural Rules (“Architectural”)*** to govern the Association. These “Rules” are intended to summarize the major components of the documents, to define community rules concerning property use, and to establish standards for any remodeling. These “Rules” also demonstrate the importance each homeowner plays in maintaining a quality environment.

The Board of Directors is responsible for the enforcement of prohibitions and the overall appearance of the property. A letter of non-compliance will be sent to the owners and residents if they are in violation of these “Rules.” Each owner is responsible to resolve the non-compliance issues of their tenants and/or guests. Fines will be imposed on the owner if compliance is not met. **The Board reserves the right to deem issues of non-compliance not specifically mentioned in these “Rules” as undesirable and will notify violators on a case-by-case basis.**

Your assistance and cooperation will help make the Executive Towers a lasting, beautiful community.

MOVING IN or OUT

To help make your move a smoother transition, we ask that you notify the desk and staff at least five (5) days prior to your moving date.

Elevator #3 is the designated service elevator and will be reserved for the use of the movers. A deposit of **\$150.00** in cash or certified funds is required in advance of the reservation, which will be refunded upon completion of your move, provided no damages have been done to Executive Towers’ property. A fee of **\$100.00**, paid in advance in cash or certified funds for up to four-hours for elevator use (**\$25.00 additional per extra hour**), will be charged for moving in or moving out. **See Fee Schedule**

The roof crane is available to lift large items. The Front Desk must be notified when scheduling the move. The crane can be utilized Tuesday through Friday from 8:30 am to 1:00 pm (finish time). The crane fee is **\$125.00** per hour (minimum of one [1] hour) and must be paid in advance in cash or certified funds. To assure availability, reserve the crane with a 3-day notice. The crane is not available on windy days.

The Association and its employees will not be liable for any damage resulting from the use of the elevator or crane during your move. All freight, furniture, and other equipment must be moved into or out of the building, via the loading dock, between the hours of 8:00 am and 5:00 pm, Monday through Saturday. No moving is allowed on Sundays or any holidays. If the elevator is damaged or if there is damage to any other area of the building during your move, the unit owner is liable for all costs of repair and for any attorney's fees if damages are not resolved in advance.

1. GENERAL INFORMATION

1.1. LOBBY AND FRONT DESK

- 1.1.1. Our desk attendants oversee the general lobby operations and provide a communication link between residents and guests to enhance the quality of life in the building. Our Desk Attendants are Greeters, not Security. Front Desk duties are detailed in Addendum A-4.
Reminder: The association itself can be held liable for harassment of employees by any unit owners or tenants.
- 1.1.2. After 6:00 pm, the main access to the building will be through the Clarendon Avenue entrance and the South entrance from the Parking Garage, located east of the elevators. Both of these require using your FOB. The entrance on 2nd Avenue is available 24/7 and only by FOB. A FOB is also required to gain access to the lobby elevators. **See Fee Schedule**
- 1.1.3. The Loading Dock door is opened at 6:00 am each morning and locked at 6:00 pm nightly.
- 1.1.4. All guests, caregivers, housekeepers and workers must sign in and out and provide their vehicle information, including license-plate number, and be announced by the Desk Attendant unless specifically notified in writing by the resident.
- 1.1.5. Proper dress is required in the lobby. Footwear must be worn (**NO BAREFEET**). If you are in a swimsuit, please wear a cover and be dry.
- 1.1.6. Loitering is prohibited in the lobby.
- 1.1.7. Minors must be accompanied by an adult in the lobby.
- 1.1.8. There is a U.S. Postal Service mailroom and in-house mail center for communications between residents and management located adjacent to the lobby. Please check your in-house mailbox periodically. All packages and dry cleaning are stored in a locked, secured location in the mailroom. Desk attendants will retrieve these items. Notices will be placed in your in-house mailbox or via e-mail if you have supplied your address.
- 1.1.9. FOB's and Garage Access Transponders (windshield stickers to be purchased at the office) are only provided to residents. A **Residential**

Information Form must be completed and returned to the office prior to the issuance of a FOB or Transponder.

1.1.10. All carts and luggage carts provided for the residents' convenience **must be returned** to the elevator immediately after use. Please do not leave these items in the hallways or in your unit. If you require a cart, please contact the Front Desk. **See Fine Schedule**

1.1.11. The "Lost and Found" is located at the Front Desk

1.2. PROCESS SERVERS

When a Sheriff or other public officer, including a lawfully appointed process server, seeks admittance to serve a summons, complaint, subpoena or other properly issued court order(s), they will be allowed to enter the building **UNANNOUNCED** per Arizona Revised Statutes. The Front Desk Staff will obtain proper identification, along with the exhibition of the order to be served, which will be copied for our files. Our governing documents cannot violate Arizona laws or statutes.

1.3. HOMEOWNERS' FEES

1.3.1. For the convenience of our residents, your monthly HOA Assessment payment, optional contracted services, and all outstanding work-order related services may be deposited in the wall slot in the lobby across from the mailroom or dropped off with the Front Desk Attendant to be deposited in the lock box.

1.3.2. All monthly fees are due and payable on the 1st of every month and are considered late if not paid by 15th of the month. A late fee will be assessed on all payments received after the 15th. Interest on all unpaid accounts is (0.883%) per month. Please refer to the Executive Towers' Assessment Collection Policy for a more complete explanation of the Association's collection procedures. **See Fee Schedule**

1.3.3. When a resident (owner or tenant) is delinquent and contracts for special services (additional parking space, **non-emergency** work orders or additional storage), these "extras" shall be terminated after the account is 60 days delinquent and after proper written notice has been given. At this time, the contents of the storage unit will be removed and discarded and the car will be towed.

1.4. MONETARY PENALTIES

Arizona State Statute (A.R.S. §33-1242) permits the Association to impose charges for late payment of assessments and violation of the Governing Documents, including the **Rules and Regulations**. After notice of any violation

and an opportunity to be heard, the Board may impose reasonable monetary penalties upon unit owners for violations of the **Articles of Incorporation, Declaration (CC&R's), Bylaws**, and the **Rules** of the Association. **See Fine Schedule**

1.5. LEGAL

Executive Towers shall not be liable for any expense resulting from the enforcement of the Governing Documents, to include but not limited to: "**Articles of Incorporation, CC&R's, Bylaws**, or the **Rules and Regulations**. All costs, including fines and attorney fees, shall be the responsibility of the unit owner. (ARS 33-1256)

1.6. KEYS

1.6.1. For the convenience of our residents and with instructions in writing (**Key Instructions Form**), unit keys may be held at the Front Desk. Keys may also be left for emergency use only.

1.6.2. If a key to a unit is not available at the time of an emergency, the staff will contact the emergency number on the **Residential Information Form** for authorized entry or, if this information is not available or no contact is made, the staff will call a locksmith or break the lock in order to gain access to the unit. In the event of a fire, the Phoenix Fire Department will determine the best method of access to a unit. **Any costs for emergency entry are the sole responsibility of the unit owner.**

1.6.3. Lock boxes are prohibited in Executive Towers. Real Estate Agents must sign for the key(s) (only two [2] keys will be given out at one time) at the Front Desk with proper identification and written permission from the unit owner or owner's representative.

1.7. PARKING

1.7.1. GENERAL

1.7.1.1 Each unit has one (1) assigned parking space in the Parking Garage. When available, only owners may request an additional space by contacting the Management. If additional spaces are available they may be rented within the structure or on the Parking Garage roof. Additional parking spaces are subject to cancelation, without notice, if the space is needed for a resident without an assigned parking space. Owners must advise management in writing if any parking space is no longer used. The Association will refuse to waive parking space fees if the

Owner(s) fail to notify management in a timely manner that he or she is no longer using a parking space. **See Fee Schedule**

- 1.7.1.2** Any resident routinely using one of the Executive Towers' owned/unassigned spaces will be considered to be renting that space and the rental rate will be billed retroactively to the date the vehicle was discovered.
- 1.7.1.3** No trailers, RV's, boats, or abandoned vehicles will be permitted in any space or area of the entire facility.
- 1.7.1.4** The Loading Dock, when available, is for use of service providers, vendors and residents as a loading/unloading area only. **It is not a designated parking space.** Other vehicles parked in the Loading Dock area are subject to booting or towing.
- 1.7.1.5** No skateboarding, roller-blading, scootering or exercising by individuals will be allowed in the Parking Garage or Parking Lots. Violations of the garage and parking rules may result in a fine. **See Fine Schedule**

1.7.2. NORTH LOT

1.7.2.1 This lot may be utilized by any resident, resident's guest(s) or patron(s) of the commercial tenants for a **maximum of 30 minutes**. This lot is available 24/7. Vehicles **parked over the 30-minute time** may be ticketed and fined in accordance with the following fine structure. All fines and costs apply to a unit owner, even when the vehicle belongs to a guest of the unit resident.

1. First Violation – Warning is issued.*
2. Second Violation – Vehicle is ticketed and a fine is issued.*
3. Third Violation – Vehicle is ticketed, a fine is issued, and an Orange Tow Notice is issued.*
4. Fourth Violation – Vehicle will be booted or towed.*

***Same vehicle/license-plate number/See Fine Schedule**

1.7.2.2 Overnight parking is not allowed in the North Lot. Unauthorized vehicles left in the North Lot will be subject to boot, fine, or tow at the owner's expense.

1.7.3. WEST LOT

1.7.3.1. The West Lot is the **ONLY** available parking for guests and patrons of the commercial tenants of Executive Towers. **Residents shall not park in the West Lot or they will be ticketed**

in accordance with the fine structure. Residents shall park in their assigned space in the Parking Garage.

- 1.7.3.2.** All guests, including those staying overnight, must register with the Front Desk upon arrival and provide the make, model and license-plate number of his/her vehicle.
- 1.7.3.3.** If a guest parks in this lot without registering with the Front Desk, the vehicle will be ticketed and fined in accordance with the following fine structure. All fines and costs apply to a unit owner, even when the vehicle belongs to a guest of the unit resident.
1. First Violation – Warning is issued.*
 2. Second Violation – Vehicle is ticketed and a fine is issued.*
 3. Third Violation – Vehicle is ticketed, a fine is issued, and an Orange Tow Notice is issued.*
 4. Fourth Violation – Vehicle will be ticketed, fined, and towed.*

***Same vehicle/license-plate number/See Fine Schedule**

1.7.4. PARKING GARAGE

- 1.7.4.1.** The Parking Garage is the ONLY available parking for residents. Guests parking in the Parking Garage will be subject to immediate boot or tow.
- 1.7.4.2.** The ONLY entrance to the Parking Garage is on the west driveway of the Executive Towers and the exit is onto 2nd Avenue.
- 1.7.4.3.** All vehicles must be registered with Executive Towers prior to receiving a Transponder to park in the garage. There is a non-refundable fee for an electronic parking Transponder (Parking Garage sticker) for vehicle access which may be purchased at the Front Desk. Residents are responsible for any replacement costs for Transponders resulting from a windshield or vehicle replacement.
- 1.7.4.4.** No trailers, RV's, boats, or abandoned vehicles will be permitted in any space or area of the entire facility.
- 1.7.4.5.** Parking-space use is for one motorized vehicle; however a motorcycle may share a parking space if there is adequate space to park between the stopping block and the garage wall.
- 1.7.4.6.** Only owners may sublease their assigned parking space. Owners must advise Management in writing of such

arrangements. Tenants may not sublease their assigned parking space.

- 1.7.4.7.** Changes of assigned spaces must have the consent of the owner and permission of Management.
- 1.7.4.8.** Vehicles unknown to Management which are parked in another resident's assigned space will be considered illegal and in violation of the **Rules** and subject to fines and/or towing.
- 1.7.4.9.** Owners of identified vehicles will receive one (1) letter of non-compliance prior to a fine or towing. Means of vehicle identification shall be the Association's records as provided by the owners on the **Residential Information Form**.
- 1.7.4.10.** It is the unit owner's or tenant's responsibility to have unauthorized vehicles parked in their assigned space(s) towed. Prior to an owner having the vehicle towed, the Front Desk must be contacted to check if they know to whom the vehicle belongs. The Front Desk must be notified of any vehicle towed from an owner's assigned parking space(s). Executive Towers' Management will supply an approved list of towing services.
- 1.7.4.11.** A resident may secure parking on the roof of the Parking Garage, subject to availability, for guests at a weekly rate. **See Fee Schedule**
- 1.7.4.11.** Each unit resident is responsible for cleaning the fluid leaks in each of his/her and/or tenant's assigned parking space(s) and is subject to a cleaning fee for any space(s) not maintained. Oil drip-pans are available for purchase at the Front Desk, but they will also be placed, under cars with leaks, and charged back to the owner, by the association. **See Fee Schedule** All fines and costs apply to a unit owner, even when the vehicle belongs to a guest of the unit resident.
- 1.7.4.12.** All safety rules posted at the Parking Garage Entrance and throughout the garage must be observed. Drive in the direction of the arrows at all times.
- 1.7.4.13.** No skateboarding, roller-blading, scootering, or exercising by individuals will be allowed in the Parking Garage or Parking Lots.

1.8. TRASH

- 1.8.1.** The Trash Chute is no longer functional and should not be used.
- 1.8.2. NO MEDICAL SHARPS ARE TO BE PLACED IN ANY TRASH CONTAINER PROVIDED FOR THE COLLECTION OF GENERAL REFUSE OR RECYCLING. ALL MEDICAL SHARPS MUST BE DISPOSED OF PROPERLY, SAFELY AND IN**

THE MEDICAL SHARPS CONTAINERS LOCATED ON EVERY FLOOR IN EACH TRASH ROOM.

- 1.8.3.** All other trash shall be bagged and placed in the appropriate garbage container marked **Recyclable** (use clear plastic bag or loose recyclable) and **Non-recyclable** (use heavy white or black bags) in the Trash Room, located east of the elevators off of Stairwell A.
- 1.8.4.** Trash requiring special handling should be labeled (i.e., paint cans, chemicals, aerosols, liquids of any kind, etc.) and placed in the Trash Room in the proper **Non-recyclable** garbage container.
- 1.8.5.** Construction materials, appliances or remodeling trash/debris **CANNOT** be disposed of and/or left in the Trash Room on any floor or disposed of in the outside dumpsters. These materials must be removed from Executive Towers' property and disposed of off premises by the unit owner or contractor at their own expense. Please contact the Front Desk if you would like the Association's Waste Management to pick up these items for a nominal fee. **See Fine Schedule**

1.9. MEDICAL SHARPS

- 1.9.1** Medical Sharps shall be placed in either the medical sharps container provided in every trash room, a purchased Medical Sharps container (from a pharmacy or healthcare provider), or a heavy plastic or metal container.
- 1.9.2** All household containers shall be puncture-proof with a tight-fitting lid.
- 1.9.3** Household containers, such as plastic detergent bottles, can be used if the following precautions are observed:
 - 1. Heavy-duty tape, such as electrical tape or duct tape, is used to secure the lid to the container.
 - 2. The words "**Non-recyclable**" are written on the container with a black indelible marker to ensure the container will not be inadvertently mingled with recyclable materials.
- 1.9.4** Containers may never be clear or glass.
- 1.9.5** Containers may never be over-filled.
- 1.9.6** While waiting for a full container, it should be kept out of the reach of other people, especially children and pets.
- 1.9.7** Although other methods of disposal are preferred, the container may be placed in your regular "non-recyclable" trash for disposal once you have followed the precautions outlined above.
- 1.9.8** Violation of the foregoing rule may result in the imposition of a **\$500.00** fine for the first violation and **\$500.00** for every subsequent violation. Moreover, **if** any owner, either by his/her conduct or by the conduct of any other occupant of the unit, violates the rule contained herein, **and**

such violation shall continue for 10 days after the first notice in writing from the Board, or **if** such violation shall occur repeatedly during any ten-day period after written notice or request to remedy such violation from the

Board, **then** the Board shall have the power to file an action against the owner for judgment and/or injunction against the owner or occupant requiring the owner to comply and granting other appropriate relief, including money damages pursuant to Paragraph 18 of the **“Declaration”**.

1.10 INSURANCE

1.10.1 The Association is covered by a blanket insurance policy against loss or damage by fire and other such hazards as the Board deems desirable and in an amount sufficient to meet the co-insurance requirements. This Insurance Policy only covers bare walls and cement floors in the individual units. It does not cover any draperies, wallpaper, flooring (i.e., carpeting, etc.), appliances, furnishings, or other personal belongings.

1.10.2 Unit owners shall be responsible to carry their own insurance not covered by the HOA in **1.10.1**, on the contents of their unit, including, but not limited to, any additions or improvements thereto, i.e., decorating, furnishings and personal property, along with personal property stored elsewhere on the property. It is recommended that unit owners purchase additional Home Owner coverage for flood/water damage in the event there is damage to his/her unit or neighboring units.

1.10.3 The cost for any damage(s) to Association common elements or adjacent units is the responsibility of the homeowner.

1.11 BUILDING CHARGES

1.11.1 The unit owner is responsible for all charges and actions (including damage to the common elements of Executive Towers) of his/her tenant and/or tenant’s guests, and will be billed for any damages. **See Fee Schedule**

1.11.2 FOB’s and Garage Access Transponders are available from Management. Only individuals classified as residents are permitted a FOB. Non-resident owners are not allowed a FOB.

1.12 PARTIES

A list of guest names must be provided to the Front Desk a minimum of twenty-four (24) hours prior to any event/activity. This includes parties held in

individual units, as well as reserved common spaces, i.e., Social Room, Pool area(s). **See Fee Schedule**

1.13 LOUD MUSIC/CONTINUING DISTURBANCES

All residents and their guests must show consideration for their neighbors and may not disturb the peaceful and quiet enjoyment of their home. Noisy and disorderly conduct is prohibited.

1.13.1 Loud music and/or noise from any unit or balcony are strictly prohibited. Any disturbances resulting in complaints from more than one unit will result in a fine and/or multiple fines. **See Fine Schedule**

1.13.2 The approved process to report disturbances:

- 1.** Report disturbance(s) to the Front Desk;
- 2.** The Front Desk will validate the disturbance(s) and attempt to notify the parties creating the noise of the complaint to alleviate the situation;
- 3.** If this does not remedy the situation and there is more than one (1) unit complaining, the Board will send an automatic written notice of Non-compliance to the owner and/or tenant of the unit. Only one (1) warning to the unit resident will be given within a 12-month period.
- 4.** If complaints continue and can be corroborated by the staff and other unit residents, a fine of **\$100.00** per occurrence will be levied on the unit owner. For each additional complaint, an additional fine per occurrence will be added.

NOTE: If a resident wishes to file a complaint with the Police Department, he/she may do so, but the Police will only respond to the parties affected and the individual(s) making the complaint, not the Building Staff. The Building Staff cannot file a 3rd-party complaint pursuant to the Phoenix Police Department guidelines.

1.14 FIREWORKS

**1.14.1 No fireworks of any kind may be set off on the property.
See Fine Schedule**

1.15 REAL ESTATE SALES/RENTAL POLICIES

1.15.1 Agents are to sign-in and sign-out for the key(s); only keys for two (2) units will be given out at one time. Identification and business card(s) shall be provided.

1.15.2 Real Estate business cannot be conducted from the Executive Towers' lobby, mailroom or the Social Room.

- 1.15.3** Realtors holding an open-house for other realtors must inform the Management and have all attendees park only in the west lot and check in with the front desk. The front desk will inform the hosting agent of all arrivals.
- 1.15.4** All Real Estate Agents must conduct open houses from the unit they are representing. All Realtors/Agents must escort potential buyers to the respective unit(s) for sale.
- 1.15.5** Realtor lock boxes are not permitted on any unit door.
- 1.15.6** All potential buyers or tenants will be referred to Real Estate Agents at large.

1.15.7 LISTINGS and SALES – TRANSACTION PROCEDURES

- 1.15.7.1** An owner at Executive Towers shall notify the Management Office in writing when a unit has been listed for sale or lease with a Real Estate Agent.
- 1.15.7.2.** Viewing instructions for the unit must be presented to the Management Office. This is a private building and all visitors must have authorization to enter any floor above the lobby.
- 1.15.7.3.** A minimum of ten (10) DAYS PRIOR TO THE PROPOSED CLOSE OF ESCROW NOTED ON THE PURCHASE CONTRACT, AN OWNER MUST PROVIDE Executive Towers First Right of Refusal in its completed form. This shall include all signatures, addresses and telephone numbers.
- 1.15.7.4.** At the close of escrow, there is a disclosure fee associated with the transfer of ownership and an additional fee for the mailing of documentation. Prior to the Association granting occupancy to the building, the Association requires that a recorded Deed of Trust be supplied. **See Fee Schedule**
- 1.15.7.5.** Owners in the process of selling their unit must continue to comply with all rules and regulations. Owners and realtors must not verbally or contractually promise anything to prospective buyers contrary to the HOA's Governing Documents. This includes, but is not limited to, the rules regarding washers and dryers in individual units (See "Laundry Room," p. 18 and "Construction/ Architectural" sections of this document, pp. 23-26) and pets (See "Dogs" in this document, p. 20).

1.15.8 RENTALS

- 1.15.8.1** All rentals/leases are to be for a minimum term of one (1) year.
- 1.15.8.2** Prior to moving in, a completed **Residential Information Form** shall be submitted to the Management Office. At that time the

tenant will be required to participate in a brief Orientation meeting. The Tenant cannot move in or reserve the elevator until the above documentation and elevator deposit are provided to Management. Office hours are Monday through Friday, 8:00 am to 5:00 pm.

- 1.15.8.3** Any additional occupants, not on the lease must be authorized by the owner in writing. After authorization, occupants may purchase a FOB and/or garage transponder.
- 1.15.8.4** Management will provide the ***Rules and Regulations*** to the tenant. The unit owner is ultimately responsible to provide the necessary information and documents to new tenants, including parking- and storage-space numbers assigned to the unit.
- 1.15.8.5** Only individuals listed on the lease will be permitted to purchase a FOB or Garage Access Transponder (Parking Garage sticker).
- 1.15.8.6** Owners will be held responsible and accountable for the action and conduct of their tenants and/or tenants' guests at all times.
- 1.15.8.7** Rules and regulations not adhered to will result in fines. Fines apply to the actions and conduct of owners, residents and guests. All fines are charged to the owner and collecting them from the tenant is the sole responsibility of the unit owner.
See Fine Schedule
- 1.15.8.8** All lease contracts are to contain the following clause: **"All charges for moving in and out, billings for valet services, and billings for extra parking and storage areas rented from Executive Towers, including the Social Room and Pool, are the responsibility of the unit owner. Tenants must obtain written permission from the owner before any services (including work orders) will be provided."**

2. AMENITIES

2.1. SWIMMING POOLS AND JACUZZI

The regulations governing the use of the swimming pool area(s) and other recreational facilities shall deal with safety and sanitary provisions, as well as other pertinent matters that are in accordance with the regulations adopted from time-to-time by the Board of Directors and county, city and state ordinances and laws. The Association is not responsible for accidents in the pool or Jacuzzi areas.

No lifeguard is on duty. Swimming is at your own risk!

- 2.1.1. Pool and Jacuzzi hours are 5:00 am to 10:00 pm. The pool gates will be locked and secured at 10:00 pm each night. The pools are for the exclusive use of Executive Towers' residents and their guests.
- 2.1.2. Gates to the pool cannot be propped open.
- 2.1.3. **GLASS CONTAINERS ARE PROHIBITED IN THE POOL AREAS. See Fine Schedule**
- 2.1.4. **No alcoholic beverages are permitted in the pool areas. See Fine Schedule**
- 2.1.5. Metal objects are not allowed in the pool areas. Remove hairpins, etc. prior to entering the areas.
- 2.1.6. All pool activity is to remain within the gated pool area(s). Residents are required to be present and are accountable for the behavior and conduct of their guests. Running, throwing objects, loud music and/or noise, and excessive splashing are strictly prohibited. Management, the Board of Directors or Staff, at their sole discretion, may require residents and guests to leave the pool area(s) immediately. **See Fine Schedule**
- 2.1.7. Cover chairs and chaises with towels when using suntan oils/lotions.
- 2.1.8. Only certified service animals are allowed in the pool areas.
- 2.1.9. Residents and guests may not enter the lobby wet and should have proper attire. Individuals only in swimming attire must use the basement entrance which requires the use of your FOB.
- 2.1.10. Children under 14 must be accompanied by an adult.
- 2.1.11. Children under 16 may not use the Jacuzzi.
- 2.1.12. Children requiring diapers must wear those designed as swimwear.
- 2.1.13. Any owner/tenant wishing to have a pool party with six (6) or more guests (to a maximum of 12) must obtain permission from Management and must be present during the event/activity. The tenant(s) must obtain written permission from the unit owner prior to holding a party in the pool areas.
- 2.1.14. Reservations must be made seven (7) days prior to the event. A guest list is due twenty-four (24) hours prior to the event. A deposit is required at the time of the reservation and will be returned after the inspection of the pool area(s) the following day. The Front Desk will post an elevator notice forty-eight (48) hours prior to the event/activity to inform residents.
The pool area(s) will not be closed for the exclusive use of a pool party.
If you do not properly reserve the pool for your event, you will be subject to a fine. See Fee Schedule
- 2.1.15. Only one (1) private event is allowed per day.
- 2.1.16. Any damages resulting from the party shall be assessed to the unit owner.

- 2.1.17. The Social Room cannot be reserved along with the requested pool party.
- 2.1.18. No smoking is permitted in the water or pool areas. Smoking is only permitted on the southwest walkway leading to the Parking garage and in individual units. **See Fine Schedule**

2.2. BARBECUE AREAS

- 2.2.1. Propane gas barbecues are available for residents' use and are located on the west side of the interior courtyard and in the pool area. These are available until 10:00 pm daily. The barbecue in the courtyard is available for use daily until 12:00 AM (Midnight).
- 2.2.2. No charcoal or wood is to be used in the gas grill.
- 2.2.3. Each user is expected to clean the grills after each use. A wire brush and scraper and a pail and shovel are provided. Failure to clean the grills after use may result in a fine. **See Fine Schedule**
- 2.2.4. DO NOT leave your food unattended at any time when barbecuing.
- 2.2.5. DO NOT leave the barbecue or grill area(s) until all fuel and/or flames have been properly extinguished.
- 2.2.6. Turn off the propane canister(s) after each use and prior to leaving the barbecue area(s).

2.3. TENNIS COURT

- 2.3.1. A Tennis Court is available for residents' use on the top deck (roof) of the Parking Garage.
- 2.3.2. Children under the age of 16 must be accompanied by an adult resident or tenant.
- 2.3.3. You must get the key to the court from the Front Desk and return it immediately after use.
- 2.3.4. Executive Towers is not responsible for any injuries incurred while using the Tennis Court. Residents and guests use the court at their own risk!

2.4. SOCIAL ROOM

- 2.4.1. The Social Room (maximum occupancy of 50 people per event) is for the exclusive use of Executive Towers' residents and their guests. This room is equipped with a full kitchen, a widescreen television, couches, tables and chairs. RESERVATIONS ARE REQUIRED. A **Reservation Request Form**, available at the Front Desk, is required a minimum of seven (7) days prior to the event and the resident must be present at the event/activity. Reservations that include food and beverage require a refundable deposit due at the time of the reservation. If the room is not cleaned by 9:00 am the morning following the event, Management will have it

cleaned and deduct cleaning costs from the deposit. Any additional expenses and/or damages will be charged to the unit owner. The room is to be returned to its original condition after use. A guest list must be submitted to the Front Desk twenty-four (24) hours prior to the event. Tenant(s) must obtain written permission from the unit owner prior to confirming a reservation for a private party. **If you do not properly reserve the Social room, you will be subject to a fine. See Fee Schedule**

- 2.4.2. No political, religious or commercial use or non-resident use is allowed.**
- 2.4.3.** The Social Room Reservation does not allow or include the use of the pool.
- 2.4.4.** Additional chairs and tables are available upon request. Executive Towers will charge for delivery and pick-up of the additional tables and chairs. **See Fee Schedule**
- 2.4.5.** Holiday reservations must be submitted a minimum of four (4) months prior to the requested holiday. If more than one resident requests the use of the Social Room for the same holiday, a lottery will be held four (4) months prior to the requested holiday.

2.5. FITNESS CENTER

- 2.5.1.** The Fitness Center is Open 24/7 for the use of residents and their registered guests.
- 2.5.2.** Executive Tower's Employees are allowed to use the Fitness Center as long as no resident or guest is using the equipment.
- 2.5.3.** Residents, their guests, and employees must sign the waiver (found at the gyms entrance) to use the Fitness Center.
- 2.5.4.** No children under the age of 14 are allowed in the Fitness Center.
- 2.5.5.** Individuals must wear proper attire, including shoes, at all times.
- 2.5.6.** Personal music devices must use earphones/headphones.
- 2.5.7.** Cups are not allowed. All liquid must be contained in closed containers.
- 2.5.8.** Wipe down the equipment prior and after use. Towels and disinfectant is available in the Fitness Center.
- 2.5.9.** The maximum time allowed on the cardio equipment is 30 mins if others are waiting to use the machine.
- 2.5.10.** Pets are not allowed in the Fitness Center.
- 2.5.11.** Any unauthorized use, damage, or modifications to the equipment is not allowed and can result in loss of that individual's use of the facility.
- 2.5.12.** Report any equipment issues to the front desk.

2.6. LAUNDRY ROOM

- 2.6.1. Washers and Dryers are **PROHIBITED** in individual units.
- 2.6.2. Coin-operated washers/dryers (some ADA-compliant) are located in the basement of Executive Towers for the use and convenience of residents ONLY! There is a coin changer available in the basement for the use of the laundry facilities and vending machines. Clothing should be attended to and removed promptly from washers and dryers.
- 2.6.3. Any unclaimed laundry will be disposed of every Friday afternoon at 4:00 pm.
- 2.6.4. Laundry carts are for the use and convenience of residents. Any carts removed from the laundry room **MUST** be returned there immediately. **See Fee Schedule.**

2.7. STORAGE

- 2.7.1. Each unit is assigned one (1) storage space at no charge. If your storage is in the Parking Garage, it will be adjacent to that parking space. All other storage spaces are in the basement of the building. The basement storage facilities (East, West and Central) are locked. In order to gain entry you must sign the key out at the Front Desk. The Key must be returned immediately upon securing the storage facility. A fine of \$50 per day may be imposed if the key is not returned by the end of the day. Additional storage space, when available, may be rented. Inquire at the Front Desk. Owners must advise management in writing if any storage space is no longer used. The Association will refuse to waive storage space fees if the Owner fails to notify management in a timely manner that he or she is no longer using a storage space.
- 2.7.2. Anyone using a storage space not assigned or paid for, will have the property removed and disposed of after a 10-day written notice is posted. All costs will be billed to the owner.
- 2.7.3. The aisles in the basement storage areas must be kept clear at all times. Any items left in the aisles of the storage will be disposed of after proper notice.
- 2.7.4. Only unit owners may sublet their assigned storage space. Management must be notified in writing of the sublease so Association records can be updated to indicate that the assigned storage space has been sublet by the unit owner.
- 2.7.5. When moving from the premises, Management must be notified when the storage space has been emptied so that it may be secured.
- 2.7.6. The Association is not responsible for any owner's items in the storage unit/facilities.

2.7.7. Extra storage spaces in the basement controlled by Executive Towers will be locked with its own locks until assigned or rented, at which time the resident is responsible to purchase their own lock and secure their storage space. Maintenance will remove Executive Towers' locks between 8:00 am to 3:00 pm, Monday through Friday only by written request.

2.8. BICYCLE STORAGE

2.8.1. Bicycle storage racks are available on the 4th floor of the Parking Garage (roof) near the elevator bay in a semi-covered area. Use of the bicycle-storage racks in the Parking Garage is on a first-come-first-served basis. The Association is not responsible for theft or vandalism of the bicycle.

2.8.2. No bicycles are to be left in the building entrance and lobby, common areas or hall corridors.

2.9. CARTS/LUGGAGE CARTS

2.9.1. Carts/Luggage Carts are provided as a courtesy for the exclusive use of Executive Towers' residents.

2.9.2. All Carts/Luggage Carts **MUST BE RETURNED** to the lobby immediately after use and not left in the hallways or your unit.

2.9.3. If you require a Cart/Luggage Cart, contact the Front Desk and it will be sent to your floor.

2.9.4. Any resident found to be keeping a Cart/Luggage Cart for more than twenty-four (24) hours will be fined a minimum of **\$25.00** per day until it is returned.

3. POLICIES AND PROCEDURES

3.1. BALCONY RULES - See Fine Schedule

3.1.1. The drying of clothing, towels, rugs, etc. is prohibited on balcony railings.

3.1.2. No linens, clothing, curtains, rugs, etc. are to be shaken from balconies.

3.1.3. Nothing shall be swept or thrown from the balconies, including lighted cigarettes or matches.

3.1.4. No glass items, umbrellas or objects that can be blown off of the balcony are permitted. Owners will be held responsible for damage(s) resulting from failure to meet this standard. High winds have caused dangerous situations in the past.

3.1.5. Strings of lights are prohibited on balcony railings, except for the month of December and the first week in January.

3.1.6. Storage of unsightly boxes, closets or building materials is prohibited.

- 3.1.7. When cleaning your balcony or watering your plants and flowers water should not flow from one balcony to another.**
- 3.1.8.** Feeding of all birds is prohibited.
- 3.1.9.** Loud playing of televisions, radios, stereos, and musical instruments is prohibited.
- 3.1.10.** Open fires, hibachis, and grills of any kind are strictly prohibited.
- 3.1.11.** Animals may not be housed on the balconies.
- 3.1.12.** Hot tubs and spas are not permitted.
- 3.1.13.** Lightweight furniture must be anchored due to the danger of high wind. No glass-top tables are allowed.
- 3.1.14. The Board reserves the right to deem issues of non-compliance not specifically mentioned in these *Rules* as undesirable and will notify violators on a case-by-case basis with the possible imposition of a fine. See Fine Schedule**
- 3.1.15.** Climbing from balcony to balcony is prohibited.
- 3.1.16.** No fireworks are allowed on the balconies. **See Find Schedule**

3.2. SMOKING POLICIES

- 3.2.1.** Smoking is only permitted on the southwest walkway leading to the Parking Garage and in individual units. **See Fine Schedule**
- 3.2.2.** Do not throw any lit or snubbed cigarettes off any balcony or on the facility grounds. Dispose of all cigarette butts and tobacco-related products in the appropriate cans provided on the grounds.

3.3. PET POLICY

- 3.3.1.** The only animals permitted in Executive Towers are typical household pets (dogs, cats, fish, birds, etc.)
- 3.3.2.** With the exception of fish, there is a limit of two (2) dogs or animals per household and the weight shall not exceed twenty-five (25) pounds.
- 3.3.3.** The following breeds are restricted: Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chows Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Alaskan Malamutes and Siberian Huskies. Additional breeds may be restricted at the Board's discretion.
- 3.3.4.** Exotic animals are not permitted in the building or facilities.
- 3.3.5.** In common areas, all animals must be in a carrier or a leash no longer than six (6) feet and under the full control of the resident at all times. If possible, the animal should be carried in the elevators. Residents should only enter the elevators with their animals if the cab is unoccupied.

- 3.3.6.** Animals that require outside facilities must use the designated “poop” areas. Litter must be bagged and disposed of in the Non-Recycling trash or in pet waste containers. **See Fine Schedule**
- 3.3.7.** If any animal causes a nuisance or poses a danger to others by barking, biting, attacking, shrieking, urinating, or defecating in common areas, or the animal causes damage to the common elements, or similar activity that is determined by the Board to pose a threat to the health, wellness, and safety of the staff, residents, other animals, and or guests, the Board may, at its discretion, require the resident to pay for the needed repairs/cleaning and permanently remove the animal from the building. The owner is responsible for any property damage and has strict liability for dog bites under ARS 11-1025. **See Fine Schedule**
- 3.3.8.** Animals must be housed in their units and not on the balconies or common areas.
- 3.3.9.** No pets are allowed in the pool or common areas except service animals. **See Fine Schedule**
- 3.3.10.** Guest pets are not allowed in the building except for service animals.

3.4. COMMON ELEMENTS

- 3.4.1.** No personal property or decorating is allowed in any common elements of the building. Any items in the common elements are subject to removal, disposal and/or fine. If any item is stored or displayed in the common elements, a letter of non-compliance will be sent to the responsible resident(s) and/or owner with a three-day notice to remove.
- 3.4.2.** If not compliant within ten (10) calendar days, a fine may be assessed for non-compliance until the item(s) is/are removed. **ARS 33-1242 (B)**
See Fine Schedule

3.5. HEATING AND COOLING SYSTEMS

3.5.1 HVAC System Overview:

- 3.5.1.1** Executive Towers’ heating system is powered by gas boilers.
- 3.5.1.2** There is an evaporative cooling and heat exchanger system to provide air conditioning that is effective until temperatures approach 90 degrees F.

This system is referred to as the “Plate and Frame.” (P&F)
- 3.5.1.3** Above 90 degrees F, activation of the chiller system is required to provide adequate air conditioning.
- 3.5.1.6** Executive Towers does not have the capability of providing heating and cooling at the same time. The interior un-

controlled temperatures of the units vary significantly between the north and south sides of the building, on average 10-15 degrees, with the north side always being cooler.

3.5.2 HVAC Policy:

3.5.2.1 The Air Conditioning system is fully computer controlled and is programmed to automatically select the cooling system required to maintain chilled water temperatures to the building. Based on monitoring a year of use of the system, the Table 1 details the schedule that is followed. As it gets warmer, the system will ramp up to provide colder and colder water to the building.

3.5.2.2 Once activated, the heating system supplies 130 degrees F water to the building at all times.

3.5.2.3 Because we cannot provide heating and air conditioning at the same time, the association uses the following guidelines when to do the conversion:

1. The heating system will be activated when daily temps stabilize below 70 degrees in the day, and below 50 degrees at night. Typically this occurs in November.
2. The A/C system will be activated when daily temps stabilize above 75 degrees in the day, and above 50 degrees at night.

However, these are guidelines. As the Spring & Fall are the months that we do maintenance on the system, there can always be delays in these transitions.

3.5.2.3 Unit owners are solely responsible for the repair, maintenance, and replacement of their fan coil unit(s) and any and all equipment related directly to the fan coil unit(s) that serve each members respective apartment(s).

Table 1: Air Conditioning Control Schedule

Outside Air Temp. (F) | Target Water temp (F)

Below 60	(System Off)
60	60 (Chiller OFF/P&F On/Pumps ON/Cooling tower ON)
70	55 (Chiller OFF/P&F On/Pumps ON/Cooling tower ON)
85	55 (Chiller OFF/P&F On/Pumps ON/Cooling tower ON)
Above 85	45 (Chiller ON/P&F OFF/Pumps ON/Cooling tower ON)

4. SERVICES

4.1. VALET SERVICES

- 4.1.1. Valet Service may be obtained by purchasing a Valet Punch Card at the Front Desk in advance. A round-trip would constitute two (2) punches.
See Fee Schedule
- 4.1.2. Any damages resulting in moving a vehicle to and from the garage by an Executive Towers' employee will be the financial responsibility of the car owner and his/her personal insurance carrier.
- 4.1.3. The vehicle owner must sign a **Valet Agreement** with Executive Towers before this service is available.

4.2. MAINTENANCE

- 4.2.1. Maintenance Service is available from 8:00 am until 4:30 pm, Monday through Friday. Maintenance staff will coordinate repairs with residents for unit access.
- 4.2.2. A work order must be made through the Front Desk by the unit owner. No work will be performed without a completed work order. A unit owner, as defined on the deed to the unit, **MUST** request the work order, unless prior written authorization has been granted to the tenant(s) and is on file in the Management Office. The unit owner is responsible for **ALL** maintenance expenses of the work order.
- 4.2.3. Maintenance Service, except for emergencies, is not available for owners who are sixty (60) days or more delinquent in their assessments and fees.
- 4.2.4. Emergencies, i.e., water damage, etc., will be addressed appropriately and immediately.
- 4.2.5. Maintenance Service is billed at an hourly rate and is billed in 15-minute increments. Emergency Services (outside normal business hours) are billed at an hourly rate (**See fee schedule**, one [1] hour minimum) and regular rates are billed for every hour thereafter in 15-minute increments. The Maintenance Service charge also applies if a Staff member must accompany an outside service provider.
- 4.2.6. Parts must be paid for in advance of an order. The Association makes no refunds on any parts ordered. Residents/Unit owners may purchase their own replacement parts. No MOEN products will be allowed.
- 4.2.7. The following items are provided at no additional cost to the resident:
 - 1. Replacement of Air Conditioning Filters, quarterly. Filters will be left at your front door and if you would like them installed at no charge, please call the front desk,

2. Free labor (excluding parts) for water leaks, drips and installation of water-saving toilets. **UNITS DOING REMODELING/ RENOVATIONS ARE NOT INCLUDED IN THIS SERVICE**

5. ARCHITECTURAL CONTROL

5.1. ARCHITECTURAL REVIEW PROCESS

The requirements, objectives, standards, and procedures are intended to establish and maintain a harmonious image and safe conditions for the Executive Towers' Community.

- 5.1.1. The **Conditions, Covenants and Restrictions (CC&R's)** require written approval from the Board of Directors PRIOR to any changes of the interior or exterior. This review process may take up to 30 days. (**CC&R's**, Paragraph 13) **See Fee Schedule**
- 5.1.2. Residents with proposed changes should contact Management to obtain the necessary paperwork for submittal.
- 5.1.3. A copy of the City of Phoenix permit must be on file with the Management Office before work begins. Type of work: Abatement, General Construction, Electrical, and Plumbing.
- 5.1.4. Until the **Architectural Form** is submitted and approved, **NO** contractors will be allowed access to the unit.
- 5.1.5. The cost for any damage(s) to Association common elements or adjacent units is the responsibility of the homeowner on the architectural form.
- 5.1.6. It is the owner's responsibility to ensure that any proposed construction be coordinated, and where applicable, approved by other local agencies, such as the City of Phoenix. The Association, Management and/or the Maintenance Supervisor are not responsible for obtaining approvals or permits for alterations, modifications or changes to any unit.
- 5.1.7. Work in any unit is **ONLY** permitted between the hours of 8:00 am to 5:00 pm on weekdays and Saturdays – No major demolition, construction, or any other work can be done on Sundays and Holidays.
- 5.1.8. You must cover the carpet between the West elevator (Service Elevator) and the entrance to the unit with heavy-gauge plastic or other construction fabric for the duration of the project. The covering must be removed at the end of each work day. **See Fine Schedule**
- 5.1.9. If modifications or remodeling areas are not accessible, the Board of Directors has the right to require the removal or opening of walls for inspection at owner's expense.
- 5.1.10. Licensed contractors must do all electrical and plumbing work within any unit in accordance with the City of Phoenix building codes and with appropriate permits.

- 5.1.11.** The homeowner must provide proof of liability insurance for each contractor used. The contractor's Certificate of Insurance **MUST** list Executive Towers' Association and Action Property Management as additional insured parties. Until this Certificate is received, **NO** contractor will be allowed access to the building or any unit.
- 5.1.12.** Installation of privacy screens affixed on railings must be in accordance with the approved color and materials; samples are available at the Front Desk.
- 5.1.13.** The application of Association-approved sun screen film on windows and doors is permitted.
- 5.1.14.** Approved balcony paint is available from the Association at no charge to the resident.
- 5.1.15.** Replacement balcony doors must be aluminum in color on exterior frame and glass vertically continuous to resemble the original doors and to maintain the architectural integrity of the building.
- 5.1.16.** Depth of the balcony cannot be changed.
- 5.1.17.** Balconies may not be enclosed.
- 5.1.18.** Non-shared balcony walls may be removed, but a 4" X 6" post must be replaced in the appropriate location in order to maintain the vertical lines of the building and only after an Architectural Form has been filled out and approved by the Board of Directors.
- 5.1.19.** All balconies should always appear to be the same in appearance. This is important for us to obtain a historical designation.
- 5.1.20.** If you are remodeling with water/energy saving devices, or digital fan coil controls, you likely qualify for rebates from the City of Phoenix or the Utility Company. Because all utilities are paid from the association, to claim your rebate, fill out the proper forms/documentation and submit them to Executive Tower's Management. We will submit the forms and forward you the rebate to you once the city, or utility, transfers the funds to us.

Note: No MOEN faucets will be allowed when remodeling, modifying or updating a unit.

<p><i>WASHERS AND DRYERS ARE NOT PERMITTED IN INDIVIDUAL UNITS</i></p>

5.2. ELEVATOR AND CRANE USAGE

- 5.2.1.** The West Elevator (Service Elevator #3) is the only elevator to be used for construction-related activities with entrance to the Building via the

Loading Dock only. The elevator is to be reserved by the homeowner or authorized contractor with **\$150.00** cash or certified funds for a maximum of four (4) hours of usage. Then \$25 for each additional hour. The elevator is available from **8:00 am to 5:00 pm (finish time)**, Monday to Saturday only. No Holidays

- 5.2.2.** The crane is available for homeowner or authorized contractor rental at **\$125.00** per hour (one hour minimum) in cash or certified funds and must be paid in advance, Tuesday through Friday, **8:30 am to 1:00 pm (finish time)**. Availability requires a three-day notice to the Front Desk. Due to weather and staffing uncertainties, usage of the crane is not guaranteed on a particular day. The Executive Towers assumes no liability for damages to items being craned.

5.3. CONSTRUCTION AND DEBRIS REMOVAL

All construction debris and materials must be removed from Executive Towers' property and is the responsibility of the Homeowner and/or Contractor/Sub-contractor. The Executive Towers' dumpsters are not to be used. Homeowner rental of dumpsters must be approved by the condominium Manager. You must cover the carpet between the West Elevator (Service Elevator) and the entrance to the unit with heavy-gauge plastic or other construction fabric for the duration of the project. This covering must be removed at the end of each work day.

See Fine Schedule.

If you would like to use Executive Tower's waste management provider to remove your bulk debris, including used furniture/appliances and other household items, contact the Front Desk.

5.4. PLUMBING

- 5.4.1.** Water to the units may only be turned off by the Building Maintenance between the hours of 8 am and 3 pm, Monday through Friday.

- 5.4.2.** When water is turned off, it is recommended to change your angle stops and to have the water off for as short a time as possible (it may affect your neighbor). A fee for turning on/turning off water will be charged unless it is specifically to install low flow devices. **See Fee Schedule**

- 5.4.3.** When plumbing sinks, it is recommended to install check valves in the drain lines whenever possible.

- 5.4.4.** When showers or tubs are removed, the drain pipe between your unit and the one below may break due to age. The homeowner doing the remodeling is responsible for the repair. The owner doing the repair should inform his/her neighbors before commencing the remodel.

5.4.5. Before walls are sheet rocked, contact the Maintenance department for inspection.

5.5. ELECTRICAL AND GENERAL CONSTRUCTION

5.5.1. Remember to install TV, communication, and speaker cables in the walls while they are open. Make sure not to cut or disturb the house (or common) antenna cables that run through all the units.

5.5.2. Metal conduit or approved metal flex must be used in the walls. Romex (and similar wire) WILL NOT be approved.

5.5.3. Metal studs must be used. No wood framing or footers may be installed.

5.5.4. Fire walls (those walls between you and your neighbor) must be at least 1¼" thick. And maintain adequate insulation to prevent noise from going between the units.

5.5.5. Modifications to the exterior elements of your residence are limited as Executive Towers is recognized as having architectural significance. Canvas sheeting on rails must be in accordance with approved colors. The application of sun screen film on windows/doors is permitted.

5.5.6. All construction-related activities must be within the unit. If the balcony is used for tile cutting, protective sheeting must be installed on the rails to protect common and neighboring areas. If this isn't possible, the Loading Dock area may be used with permission of the Manager.

6. NON-WAIVER AND SEVERABILITY

6.1. NON-WAIVER

Failure of the Association to enforce the "Rules" will not be deemed a waiver of the right of the Association to enforce the "Rules" in the future for the same or similar violation.

6.2. SEVERABILITY

Invalidation of any rule or any portion of the "Rules" by judgment or court order will not affect the validity of the Rules, which will remain in full force and effect.