



## BILTMORE SQUARE CONDOMINIUM ASSOCIATION

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**USE & OCCUPANCY RULES**

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## USE AND OCCUPANCY RULES

**1.1 Residential and Business Uses.** All Units shall be used, improved and devoted exclusively to residential use. No trade or business may be conducted on any Unit or in or from any Unit, except that a Tenant of a Unit may conduct a business activity within a Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, vibration or smell from outside the Unit; (b) the business activity conforms to all applicable zoning ordinances or requirements for the Condominium; (c) the business activity is conducted solely in the Unit; (d) the business activity does not involve persons coming to the Unit or the door-to-door-solicitation of Tenants, Lessees or Occupants in the Condominium; and (e) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other Tenants, Lessees or Occupants, as may be determined from time to time in the sole discretion of the Landlord. The terms "business" and "trade" as used in this Section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part time; (b) such activity is intended or does generate a profit; or (c) a license is required for such activity. The leasing of a Unit by the Landlord thereof shall not be considered a trade or business within the meaning of this Section.

**1.2 Antennas.** No antenna for the transmission or reception of television or radio signals shall be erected, used or maintained outdoors on any portion of the Condominium whether attached to the Building or otherwise, unless approved in writing by the Landlord, unless applicable law prohibits the Landlord from requiring such prior approval. Even if applicable law prohibits the Landlord from requiring prior approval of certain types of antennas, any such antennas must be installed or constructed in accordance with the Rules as the Condominium Association may adopt.

**1.3 Utility Service.** Except for lines, wires and devices existing on the Condominium on the date of occupancy of a unit by the Tenant, no lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon the Condominium.

### **1.4 Improvements and Alterations.**

**1.4.1** Any Tenant may make nonstructural additions, alterations and improvements within his/her Unit which do not effect the plumbing, structural integrity or concrete slab of a Unit without the prior written approval of the Landlord, but such Tenant shall be responsible for any damage to other Units and to the Common Elements which results from any such alterations, additions or improvements. No Tenant shall make any structural additions, alterations or improvements within a Unit, unless prior to the commencement of each addition, alteration or improvement, the Tenant receives the prior written approval of the Landlord and retains an architect and/or engineer, licensed in Arizona, who certifies that such addition, alteration or improvement will not impair the structural integrity of the Building within which such addition, alteration or improvement is to be made. The Tenant shall be responsible for any damage to other Units and to the Common Elements which results from any such additions, alterations or improvements.

**1.4.2** Notwithstanding the foregoing, no addition, alteration or improvement within a Unit, whether structural or not, which would be visible from the exterior of the Building that the Unit is

located or from the exterior of the Limited Common Element (including, but not limited to, the enclosing of a Balcony/Patio), shall be made without the prior written approval of the Landlord, which approval shall only be granted if the Landlord affirmatively finds that the proposed addition, alteration or improvement is aesthetically pleasing and in harmony with the surrounding Improvements. No Tenant shall make any addition, alteration or improvement to the Common Elements without the prior written approval of the Landlord. Except as expressly permitted by this Section, no Improvement situated within a Unit shall be constructed, installed or modified without the prior written approval of the Landlord. Notwithstanding any other provisions of this Declaration to the contrary, no Tenant shall make any additions, alterations or improvements above the finished ceiling of the Unit or below the top surface of the floors of the Unit, without the prior written consent of the Landlord.

1.4.3 No Tenant shall modify the electric wiring in the Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Landlord, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior consent of the Landlord, acting in accord with the direction of the Landlord. No Tenant shall overload the floors of any Unit. Waterbeds and other furnishings which may cause floor overloads shall not be placed, kept or used in any Unit, except with advance written approval of the Landlord.

1.5 Trash Containers and Collection. No garbage or trash shall be placed or kept on the Common Elements except in covered containers of a type, size and style which are approved by the Landlord. The Rules may contain provisions governing the disposal of trash and refuse in the Condominium.

1.6 Animals. Except as expressly permitted by this Section 1.6, no animals, birds, reptiles, fowl, poultry or livestock shall be maintained or kept in any Unit or on any other portion of the Condominium. Permitted Pets may be kept or maintained in a Unit if they are kept, or raised solely as domestic pets and not for commercial purposes, and subject to such limitations and Rules as may be adopted from time to time by the Landlord. For purposes of this Section, a "Permitted Pet" shall mean dogs, cats, birds, fish or other animals of a variety commonly kept as a household pet. A Tenant may keep up to two (2) dogs or two (2) cats or two (2) other common household pets or two (2) of any combination of dogs, cats, or other common household pets in the Unit if permitted under lease agreement. Additional pets are prohibited unless approved in writing in advance by the Landlord. No Permitted Pet shall be allowed to make an unreasonable noise, cause an odor, or to become a nuisance. All dogs shall be kept on a leash when outside a Unit and all dogs shall be directly under the Tenants control at all times. Any Person bringing a dog onto the Common Elements shall immediately remove any feces deposited on the Common Elements by the dog. Any Unit where a Permitted Pet is kept or maintained shall at all times be kept in a neat and clean condition. No structure for the care, housing, confinement, or training of any Permitted Pet shall be maintained on any portion of the Common Elements or in any Unit.

1.7 Diseases and Insects. No Tenant shall permit any thing or condition to exist upon the Condominium which could induce, breed or harbor infectious plant diseases or noxious insects. Tenant shall perform such pest control activities in his/her Unit as may be necessary to prevent insects, rodents and other pests from being present in the Unit.

1.8 Motor Vehicles. Except for emergency repairs, no automobile, truck, motorcycle, motorbike, trailer, boat, or other motor vehicle shall be constructed, reconstructed, serviced or repaired on any portion of the Condominium, and no inoperable vehicle may be stored or parked on any portion of the Condominium. No automobile, truck, motorcycle, motorbike or other motor vehicle shall be parked upon any part of the Condominium, except in the Parking Spaces. If a Parking Space that is assigned to a Unit,



as a Limited Common Element, is leased to a Tenant, or is otherwise allocated exclusively to a Tenant, then no such Tenant, Lessee or Occupant may park any automobile, truck, motorcycle, motor bike or other motor vehicle owned or leased by such Tenant, Lessee or Occupant in any Parking Spaces other than the Parking Space so assigned to the Tenant as a Limited Common Element as set forth above in this Section 1.8.

1.9 General Restrictions Regarding Parking of Vehicles. No truck (other than a Family Vehicle truck described below), mobile home, mini or standard size motor home, travel trailer, tent trailer, trailer, all-terrain vehicle, bus, camper shell, detached camper, recreational vehicle, boat, boat trailer, or other similar equipment or vehicle (hereinafter in this Article 4 referred to as "Commercial Vehicles") may be parked, kept, or maintained on any part of the Condominium. A "Family Vehicle" means any domestic or foreign car, station wagon, sport wagon, pick-up truck of less than 3/4 ton capacity with camper shells not exceeding eight feet in height measured from ground level, mini-van, jeep, sport utility vehicle, motorcycle and similar non-commercial and non-recreational vehicles that are used by the Tenant of the Unit or its family members, tenants, guests or invitees for family and domestic purposes and which are used on a regular and recurring basis for basic transportation. The Landlord may, acting in good faith, designate a Commercial Vehicle as a Family Vehicle, if prior to use, the Tenant petitions the Landlord to classify the same as a Family Vehicle if the Commercial Vehicle is similar in size and appearance to a Family Vehicle and the parking of such Vehicle on the Condominium will not adversely affect the Condominium or the Owners of Units therein. Family Vehicles and Commercial Vehicles are collectively referred to in this Article as "Vehicles".

1.10 Parking Spaces. Parking Spaces allocated as Limited Common Elements, if any, shall be used as the primary parking space(s) for the Tenants of each respective Unit. Parking space 1006 is assigned to tenant of Unit #403. A second car may be parked on the 4<sup>th</sup> floor of the secured parking garage if properly registered.

1.11 Towing of Vehicles. The Landlord shall have the right to have any automobile, sport utility vehicle, van, truck, recreational vehicle, motorcycle, motorbike, or other motor vehicle parked, kept, maintained, constructed, reconstructed or repaired in violation of the Condominium Documents towed away at the sole cost and expense of the owner of the vehicle. Any expense incurred by the Landlord in connection with the towing of any vehicle shall be paid to the Landlord upon demand by the owner of the vehicle. If the vehicle or equipment is owned by a Tenant, any amounts payable to the Landlord shall be secured by the Assessment Lien, and the Landlord may enforce collection of such amounts in the same manner provided for in this Article for the collection of Assessments.

1.12 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any part of the Condominium. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Article.

1.13 Nuisances and Offensive Activity. No nuisance shall be permitted to exist or operate upon the Condominium, and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or any Tenant, lessee or Occupants or is an annoyance to any Tenant, lessee or Occupant or which interferes with the use or enjoyment of a Unit by the Tenant or Occupants. No exterior speakers, horns, whistles, bells or other sound devices shall be located, used or placed on the Condominium without the prior written approval of the Landlord.

1.14 Window Coverings. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar items, shall be installed or placed upon the outside or inside

of any windows of a Unit without the prior written approval of the Landlord. Further, no window tinting or enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a Unit shall be constructed or installed without the prior written consent of the Landlord.

**1.15 Balconies and Patios.** Furniture, furnishings, umbrellas, plants, equipment or other materials kept or stored on any Balcony/Patio shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior walls of the Building and must be approved in writing by the Landlord. In addition, no astro-turf, carpet or other floor covering shall be installed in any Balcony/Patio without the prior written approval of the Landlord. No barbeque grill may be kept or used on any Balcony/Patio. No clotheslines, linens, blankets, rugs, swimsuits or similar articles may be hung from any Balcony/Patio.

**1.16 Machinery.** No machinery of any kind shall be placed, operated, or maintained upon or adjacent to any Unit or Limited Common Elements other than machinery that is usual and customary in connection with the use, maintenance, or construction of a Unit, and other than machinery that the Association may require for the operation and maintenance of the Condominium. The foregoing shall not apply in the event of any action taken by the Association or any Builder Parties to correct any Covered Claim (defined below).

**1.17 Increased Risk.** Nothing shall be done or kept in or on any Unit or the Common Elements that will increase the rate of insurance on the Common Elements without the prior written consent of the Landlord. No Tenant shall permit anything to be done or kept on or in the Tenant's Unit or the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that would be in violation of any law.

**1.18 Outdoor Burning and Lighting.** There shall be no outdoor burning of trash, debris, wood, or other materials. The foregoing, however, shall not be deemed to prohibit the use of barbecues owned and maintained by the Association within the Limited Common Elements or Common Elements, subject to the Association Rules. Except as originally installed by the Association or as otherwise approved by the Landlord, no spotlights, flood lights, or other high intensity lighting shall be placed or utilized upon any Unit so that the light is directed or reflected on any Common Element or any other Unit.

**1.19 Hazardous Wastes.** Except as may be necessary for normal household, landscaping, or automotive uses, and in quantities and of types not in violation of applicable laws, no Tenant shall permit any hazardous wastes (as defined under all applicable federal and state laws), asbestos, asbestos containing material, or any petroleum products or by-products to be kept, dumped, maintained, stored, or used in, on, under, or over any Unit or the Common Elements. No gasoline, kerosene, similar cleaning solvents, or other flammable liquids may be stored in the Units or the Common Elements.

**1.20 Weight and Sound Restriction.** No Tenant of a Unit shall install any hard and/or heavy surface floor coverings on the floor, including, without limitation, tile, marble, wood and the like, without the prior written approval of the Landlord. Any flooring to be installed by a Tenant must use a sound control underlayment system. Installation of such sound control underlayment system shall include provisions for a perimeter insulation material which will ensure that impact noises are not transmitted into the Unit below the floor either directly through the floor or by going around the floor and through the surrounding walls.

**1.21 Landlord Approval Required.** For so long as the Landlord owns Unit, any action for which the consent or approval of the Landlord is required under this Article may be taken only if such action is also consented to or approved by the Landlord.



1.22 Decorating. Tenant, at his/her own expense, shall furnish and be responsible for all of the decorating within the Unit (but any furnishing or decorating of the main patio or Balcony shall be subject to the provisions of Section 1.15 hereof) from time to time, including painting, wallpapering, paneling, floor coverings, draperies, window shades, curtains, lamps, and other furniture and interior decorating. Tenant shall be entitled to the exclusive use of the interior unfinished surfaces of the walls, floors and ceilings in the Unit and each Tenant shall have the right to decorate such surfaces from time to time as it may see fit at his/her sole expense. However, Tenant shall maintain such surfaces in good condition, and all such use, maintenance and decoration shall be subject to regulation by the Association.