

# **ARTHAUS CONDOMINIUM ASSOCIATION**

## **Rules, Regulations, and Design Guidelines**

**Revised: March 13, 2020**

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# OVERVIEW

## **Community Organization**

Every Owner is a member of the artHAUS Condominium Association (the “Association”). The Association is an Arizona nonprofit corporation formed to manage and maintain the Common Elements and to perform all duties and exercise all rights imposed on or granted to the Association by the Declaration of Covenants, Conditions, and Restrictions for artHAUS Condominium Association (the “CC&Rs”).

The CC&Rs, as amended from time to time, provide for design guidelines and rules and regulations to interpret, clarify, and implement the use restrictions detailed in the CC&Rs (the “Association Guidelines”). Capitalized terms not defined herein shall have the meaning ascribed to them in the CC&Rs.

The Board of Directors of the Association (the “Board”) is responsible for the administration of the Association. The Board, as set forth in the CC&Rs, reviews all Improvements within the Association, including new construction and modifications to the existing Improvements.

The purpose of the Guidelines is to assist homeowners in gaining approval for Improvements and repairs, and are necessary to enhance property values, desirability, and attractiveness of the properties located within the Association. These Association Guidelines may be amended by the Board of Directors and reissued from time to time. *Following the guidance detailed in these Association Guidelines does NOT eliminate the need for submission of plans for approval by the Board except as specifically noted herein.*

## **Design Review Process**

As set forth in **Section 4.3. Improvements and Alterations** of the CC&Rs, any structural change, non-structural change, addition, alteration or improvement requires the prior written approval of the Board. Owners with proposed changes must contact the management company, with whom the Association has contracted for the day-to-day management of its affairs, to obtain the necessary submittal documentation. **\*Owners will submit requests through the Homeowners Web Portal\***

**The responsibility of the Board is to ensure that the harmonious, high quality image of Arthaus Condominium Association is implemented and maintained. Any Owner requesting approval of any construction, installation, addition, alteration, repair, change or other work to their Unit shall follow the application procedures listed below.**

- **All applications submitted will be acknowledged in writing by the Property Management Company; City Property Management, within five (5) business days.**
- **If acknowledgement is not received within allotted timeframe, it is the homeowner’s responsibility to contact the Property Management Company, to determine if application was received.**
- **Approved submittals will be returned to the applicant within 45 days after receipt.**
- **Owners shall diligently pursue approved work so that it is completed as soon as practicable or such period of time as may be determined by the Board at time of issuance.**

# **PURPOSE, ORGANIZATION AND FINANCE**

## **Defined Terms**

Unless otherwise defined herein, capitalized words and phrases used in these Rules and Guidelines shall have the meanings set forth in the CC&Rs.

## **Association**

The Association is an Arizona nonprofit corporation. It was established to provide for the management, maintenance and care of Areas of Association Responsibility.

## **Association Documents**

The duties and powers of the Association are defined in the following documents, as the same may be amended, modified or supplemented from time to time (the “**Condominium Documents**”):

- The Articles of Incorporation of artHAUS Condominium Association (“**Articles**”)
- The Bylaws of artHAUS Condominium Community Association (“**Bylaws**”)
- The CC&Rs, as amended and supplemented from time to time
- These Association Guidelines

Each Owner of a Unit has received copies of the Condominium Documents. An Owner is a Member of the Association and agrees to comply with the provisions of the Condominium Documents. Please read the Condominium Documents to learn how the Association operates and what restrictions are imposed against Units within artHAUS (the “**Condominium**”).

## **Management**

The Board of the Association is responsible for the administration of the Association and is authorized to hire personnel necessary for the daily operation of the Association and its property. The Property Manager will work closely with the Board to assure that the Association is being operated in a manner that will enhance and preserve the Condominium. The Property Manager’s name, telephone number and address will be provided to each Person who purchases a Unit in the Condominium.

## **Finance**

The funds required to operate the Association and its facilities are generated from Assessments levied by the Association against each Unit within the Condominium. The Board, subject to the provisions of the CC&Rs, has the authority to levy Annual Assessments to provide for the operation and management of the Association and Special Assessments for the cost of any construction, reconstruction, repair or replacement of facilities upon the Common Elements. Annual Assessments and Special Assessments shall be referred to collectively herein as “**Assessments**.” The financial stability of the Association depends upon timely payment of all Assessments by each Owner of a Unit.



The following rules apply to the payment of Assessments for the Condominium:

1<sup>st</sup> day of each month (the “Assessment Due Date”):

The Annual Assessment, paid monthly, for a Unit is due and payable to the Association on this date. Payments made to the Association for Assessments shall be applied first to current Assessments, then to any unpaid Assessment Lien amounts, and then to any unpaid Penalty Charges.

15<sup>th</sup> day after each Assessment Due Date:

Any Assessments not paid within fifteen (15) days of their due date shall be delinquent. There shall be a late fee of Fifteen Dollars (\$15.00) per month for each month any Assessments remain delinquent, or as regulated by law. The Association shall have the right to report delinquent Owners to the credit bureaus.

90 days after each Assessment Due Date

If the Association has not **received** an Assessment payment for a Unit within ninety (90) days after the Assessment Due Date, the Board may authorize the Property Manager to record a lien against the Unit and file a lawsuit against the Owner of said Unit in the appropriate Court to collect the past-due Assessment. The amount to be collected under the lawsuit will include interest on the past-due Assessment and amounts expended by the Association to record the lien and file the lawsuit (the “**Collection Costs**”).

**From and after the date that a lawsuit for a past-due Assessment is filed against an Owner, any payment received from the Owner in full or partial satisfaction of the Assessment amount then due and owing must also include the Collection Costs and be paid in the form of a cashier’s check, certified check or money order. The lien against the Owner’s Unit will not be released until the Owner of the Unit pays the entire Assessment amount and the Collection Costs.**

When judgment is obtained:

The matter will be referred to an attorney or a collection agency for collection. Any additional fees incurred during these collection efforts will be added to the Collection Costs due from the Owner of the Unit (see Section 7.4. of the CC&Rs).

Returned checks:

There will be a Thirty-Five Dollar (\$35.00) charge for checks not paid by an Owner’s bank.

*The following Association Design Guidelines and Rules may be modified from time to time as may be deemed necessary in the sole discretion of the Association or the Board (as applicable), including, without limitation, for purposes of compliance with 42 U.S.C. §3607(b)(2)(C), A.R.S. §41-1491.04 and 24 CFR Part 100.*

*In the event of any conflict between the Association Design Guidelines and Rules and the CC&Rs, the CC&Rs shall control. In the event of any conflict between the Association Design Guidelines and Rules and the Bylaws, the Bylaws shall control.*

## **ASSOCIATION DESIGN GUIDELINES**

### **General Principles**

The Board monitors any portion of any Unit that is visible from neighboring Units, the street, or the Association Common Elements. The Guidelines promote those qualities in the Condominium that enhance the attractiveness and functional utility of the Condominium. Those qualities include a harmonious relationship among structures, vegetation, topography and overall design of the Condominium.

All improvements within the Association, and the use and appearance of all land within the Association, shall comply with all applicable municipal requirements (including any zoning requirements), as well as the requirements contained in the CC&Rs.

### **Design Compatibility**

All proposed improvements must be compatible with the design characteristics of the property itself. Compatibility is defined as harmony in style, scale, material, color and construction details.

### **Workmanship**

The quality of workmanship evidenced in construction must be equal to, or better than, that of the existing Condominium. In addition to being visually objectionable, poor construction practices can cause functional problems and create safety hazards. The Association and the Board assume no responsibility for the safety or livability of any construction by virtue of design review.

### **Building Architecture**

Any addition or alteration to an existing Unit exterior or interior shall be compatible with the design character of the original structure.

### **Antennas and Satellite Dishes**

All antennas, satellite television dishes and other devices for the transmission or reception of television or radio signals, along with any other forms of electromagnetic radiation, require the prior written approval of the Association. No antennas, satellite television dishes or other devices

will be permitted to be attached to the Unit, building, balcony railing, or placed in any Common Element. Requests submitted for satellite television dishes only are allowed to be installed on the “candy-cane” conduit that penetrates the roof for each unit and the cable must be run inside the conduit into the Units smart panel box located inside the Unit. The cable will run through the window or door frame to enter the unit and must not enter through the Association building structure. No building materials may be impacted in any way.

### **Awnings and Shade Structures**

Exterior awnings, sunshades, window sunscreens, roller shades and retractable shades of any type are prohibited.

### **Outside Lighting**

Residents are not permitted to place outside lighting on any Unit without the prior written approval of the Association.

### **Outside Speakers and Amplifiers**

Residents are not permitted to place any radios, stereos, broadcast or loudspeaker units or amplifiers outside of a Unit or attach to any portion of the outside of the building without the prior written approval of the Association.

### **Screen Doors**

Screen doors other than those provided with the original building sliding glass doors are prohibited.

### **Signs**

No signs shall be displayed in/at any Unit except the following:

1. Signs used by Declarant to advertise the Unit and residence thereon for sale.
2. Residential ID signage installed by the builder.
3. Political (70 days prior to an election and removed 7 days after an election), for sale, for lease, for rent, and open house signs, but only to the extent such signs are permitted under A.R.S. § 33-1808, as amended.
4. Such signs as may be required by legal proceeding.
5. Security signs are acceptable, but they may not exceed 80 square inches and must be mounted interior to an individual unit visible through the glass.
6. Signs used by the Unit Owner to advertise the Unit and residence thereon for sale shall be allowed on the inside face of one (1) window pane visible to the exterior or common area of the building.

Signs are not permitted to be attached to any portion of the Unit, building, structure or placed in any Common Element.

## **Window Coverings**

No reflective materials, including but not limited to, aluminum foil, reflective screens or glass, mirrors or similar type material shall be installed or placed upon the outside or inside of any windows. No enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a Unit shall be constructed or installed without prior written approval the treatments used to decorate must be approved by the Board prior installation. No tinting or film may be installed on any windows of a Unit without prior written consent of the Board of Directors. Building Standard window coverings, consisting of architectural roller shades by Mecho Shade using E Screen 1% openness shade fabric in color (white/pearl 7501 0207) or Blackout 0% Openess Shearweave 7100 in color white/platinum fabric on all windows must be installed within ninety (90) days of occupancy of the Unit. All primary Unit entry doors w/ glass lites are permitted to install the Building Standard "Metro Tint Light Frost" translucent film on the interior side of the glass lite. Additional pre-approved locations are permitted to install the Building Standard "Metro Tint Light Frost" translucent film on the interior side of the glass lite from finish floor level up to and aligned with the second horizontal window mullion. Contact the Property Manager to verify approved locations as noted in Exhibit C – Prior Approved translucent window film locations. Prior approval by the Property Management company is required before installation. The building approved installer shall be Metro Tint (602-589-5385).

## **ASSOCIATION RULES**

The following Association rules summarize some of the common provisions found in the CC&Rs as well as rules established by the Board pursuant to its rulemaking authority as set forth in the Condominium Documents.

### **Pets**

Residents are allowed to keep a maximum of two (2) generally recognized domesticated house pets (i.e. dog, cat, fish or small bird). Pets cannot be kept or raised for commercial purposes and they are not allowed to make an unreasonable amount of noise or become a nuisance to neighbors. Pets are not permitted to urinate or defecate on patios/balconies/decks/garages and are not to be left on patios/balconies/decks/garages unattended.

Care/housing/confinement/training structures are not permitted to be on any Common Elements and cannot be in view if placed on the patio or within a Unit.

No pets shall be permitted at large. Each pet shall, at all times, remain under the physical control of the pet owner or custodian. Pets must be secured within an enclosure on the Member's property that is confined entirely to the property, or on a leash not to exceed six (6) feet in length. All pets shall wear a collar or harness, to which a valid license tag is attached, at all times when the pet is off the Member's property. Leash as used in this article means a chain, rope, or strap, made of leather, fabric, or other material, that is: (i) not more than six (6) feet in length; (ii) capable of being fastened to a collar or harness of a pet and used to lead, restrain, and control the pet; and (iii) of sufficient strength for those purposes. This provision shall apply to all pets on all public or private streets, parks, or other property in the community. **Pets shall be registered, licensed and inoculated as required by law.**

### **Definitions:**

At large is defined as being on or off the Member's property, and not under the control of the pet owner or custodian.

Collar means a band, chain, harness, or suitable device worn around the neck of a pet to which a license may be affixed.

## **Pet Waste**

Uncollected pet waste is a nuisance and health risk to the community, as it spreads disease and attracts rodents who feed on pet waste. Proper disposal of pet waste shall mean the immediate placement in a closed or sealed container and thereafter disposing of it by deposit in a trash receptacle, sanitary disposal unit or other closed or sealed container.

Any person owning, possessing, harboring, or having the care, charge, control, or custody of any pet must clean up after the pet. This includes the immediate removal and proper disposal of any fecal matter (pet waste) deposited by the pet on all public and private property, including common areas in the community. Owners are liable to the Association for any costs associated with cleaning up after their pets or for any damages caused to the Common Elements.

Policy Adherence Fines (see Exhibit B for more information)

(In accordance with Section 13.1 of the CC&R's, the Board has the right to levy reasonable monetary penalties against a Unit Owner for violations of the Condominium Documents.)

## **Speakers and Subwoofers**

The use of hi-fidelity loud speakers and subwoofers are strictly prohibited within any individual unit of the community.

## **Balconies/Decks/Patios**

Balconies/Decks/Patios of Units are to be kept neat and presentable at all times.

Balconies/Decks/Patios are not to be used for storage purposes. No garbage/trash/rubbish is allowed to be placed or to accumulate on any balcony, deck, patio or other area outside of a Unit. Outdoor Furniture on visible semi-common balconies/decks/patios is to be per prior approved Building Standard Outdoor Furniture (refer to Exhibit A for more information). Indoor furniture is not to be placed or used on balconies/decks/patios. Nothing is to be draped over the railings of balconies/decks at any time. Residents may present alternatives to the Board of Directors for consideration.

## **Common Area Water & Washing of Vehicles**

Residents, including contractors/vendors hired by Residents and/or the Association, are permitted to use Common Area water for personal property maintenance use, including the cleaning of personal items, items from their Unit or for/by contractors doing work within a Unit. The use of Common Area Water for washing of vehicles within the Community is not permitted at any time.

## **Flags**

Flags may be placed on the patio/balcony/decks of a Unit, provided that the flag post/pole/bracket is free- standing and is not attached to the patio/balcony or the building. The exterior finish materials on the building must not be disturbed. Flags are to be flown in accordance with the Federal Flag Code. The following flags are the only flags permitted to be flown:

- American flag
- U.S. Army flag
- U.S. Navy flag
- U.S. Air Force flag
- U.S. Marine Corps flag
- U.S. Coast Guard flag
- POW/MIA flag
- Arizona flag
- An Arizona Indian Nation flag (22 nations – a list may be obtained at [www.indianaffairs.state.az.us/](http://www.indianaffairs.state.az.us/))
- Gadsden (“Don’t Tread on Me”) flag

## **Grills**

The only grill permitted for use on balconies/decks/patios and yards shall be electric grills. No fire pits of any kind whether wood burning or gas will be allowed.

## **Leasing of Units**

All Units may not be leased for a period of less than six (6) months (see Section 4.14 of the CC&Rs for more information). Upon leasing of a Unit, the Unit Owner shall notify the Association of the commencement date and termination date of the lease and the names of all adults leasing or occupying the Unit.

## **Parking**

Authorized Vehicles (vehicles are defined in Section 4.8 of the CC&R's) belonging to any Unit Owner are only permitted to be parked in a Parking Space and are not allowed to park in a Parking Space other than the Parking Space allocated to such Unit as a Limited Common Element. Vehicles shall completely and clearly fit in the marked boundaries of the Parking Space.

Vehicles belonging to guests of a Unit Owner are permitted to park along 1<sup>st</sup> Avenue.

Parking on the private streets and private property including the Arizona Opera (outside designated parking spaces) is prohibited at all times.

No mobile home, travel trailer, tent trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer, or similar equipment or vehicle may be (as defined in Section 4.8 of the CC&R's) parked, kept, maintained, constructed, reconstructed or repaired on any part of the Condominium.

The Board has the right to tow any vehicle in violation of the Condominium Documents. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association by the owner of the vehicle.

## **Nuisance**

Any activity which emits foul or noxious odors, including smoke or electronic vapor from cigarettes, cigars, or pipes or creates noise or other conditions outside the Member's property which tend to disturb the peace, threaten health or safety, or otherwise interferes with the quiet enjoyment of property in the community, as determined by the Association in its sole discretion, is prohibited.

## **Trash/Recycling Containers and Collection**

Residents are to use the trash and recycle receptacles/dumpsters, located in the trash room within the Common Elements, for the disposal of all trash, garbage and rubbish. All trash, garbage, rubbish and recyclable materials are to be placed inside their respective receptacles/dumpster and are not to be left within, next to or outside of the receptacle/dumpster containers. Residents may not place furniture, large objects, or Christmas trees in trash receptacles/dumpsters. No flammable or toxic items may be disposed of in trash receptacles/dumpsters. All boxes must be broken down to a reasonable flat size and placed in container for pickup. Moving and storage boxes may not be disposed of in any of the Association's trash containers. Appliances must be removed by the Unit Owner or retailer. Violators will be subject to fine and the actual removal cost. No incinerators shall be kept or maintained in any Unit. No rubbish, trash or garbage shall be kept on any Patio or Balcony.

## **VIOLATIONS; IMPOSITION OF FINES; OTHER CORRECTIVE ACTION**

Pursuant to Section 33-1803 of the Arizona Revised Statutes, the Board shall have the power to impose monetary penalties upon the Owners of Units for violations of the Condominium Documents. This power shall apply to violations by the Owner who shall also be liable for any violation committed by a family member, guest, tenant or other occupant of the Unit of the Owner. The amount of the monetary penalties shall be determined based on the nature of the offense, the number of violations and the amount so established by the Board shall range from \$10.00 to a maximum of \$500.00 per day. The Owner in question shall be given an opportunity to be heard by the Board prior to the assessing of any monetary penalties, and written notice of said hearing shall be given at least 10 days in advance of the hearing by regular mail or by hand delivery at the last-known address of the Owner. Once it has been determined that the Owner is guilty of a continuing violation, the Board may impose reasonable daily monetary penalties for each subsequent day of the violation and such continuing penalties shall continue to accrue until the Owner notifies the Board that the violation has ceased and the Board has confirmed that this, in fact, is the case. Any penalties assessed against the Owner may be enforced in the same manner established in the Declaration in regard to delinquent maintenance assessments and said Owner shall be liable in this manner for all violations committed by the family members, guests, tenants or any other occupant of the Owner.

### **Notice of Violation**

Under Section 13.1 of the CC&R's, the Association has the right (but not the obligation) to record against a Unit a notice of violation with respect to any violation of the Condominium Documents by the Owner, lessee or resident of the Unit.

### **Imposition of Fines**

In accordance with Section 13.1 of the CC&R's, the Board has the right to levy reasonable monetary penalties against a Unit Owner for violations of the Condominium Documents.

Any Owner requesting a hearing on a violation will need to submit their request in writing, by email or mail, to the Association's Community Manager.

### **COMPLAINTS CONCERNING VIOLATIONS**

An Owner, lessee or resident may report an alleged violation to the Association by calling or writing to the Property Manager:

artHAUS Condominium Association  
c/o City Property Management Company  
4645 East Cotton Gin Loop  
Phoenix, Arizona 85040

Office: (602) 437-4777  
Fax: (602) 437-4770







## Exhibit A - Approved Outdoor Furniture

**The following are approved outdoor furniture choices for the building. Residents may submit additional selection for review and approval by the ARTHAUS CONDOMINIUM ASSOCIATION Board prior to use and/or installation. Submissions should closely resemble the design characteristics (color, lines, material) of the approved pieces. The building property manager is responsible for ensuring consistency of look and quality throughout the building.**

### **Selection 1:**

Knoll Studio – Richard Schultz 1966 Collection  
Color: White  
See attached selection of outdoor furniture pieces  
Board Approved 1/1/2017

### **Selection 2:**

Loll Adirondack Collection  
Color: White, Charcoal, Orange, Sky Blue  
See attached selection of outdoor furniture pieces  
Board Approved 1/1/2017

### **Selection 3:**

Mobital Yumi Collection  
Lounge Chair and Ottoman  
Color: White, Charcoal  
Board Approved 11/10/2017

*Last update 11/10/2017*

# KnollStudio Order Form 2016

Date 8/18/2016

Customer PO#

Requested delivery date

**Sold to/Bill to**

Name Jason Boyer		
Address		
City	State	Zip Code
Daytime telephone ( )		Email Address:

**Deliver to (for Residential delivery)**

Name		
Address		
City	State	Zip Code
Daytime telephone ( )		

**Ship to (for dock delivery)**

Name		
Address		
City	State	Zip Code
Daytime telephone ( )		

☐ Notify before delivery. If other than daytime telephone: ( ) -

Quantity	Pattern#	Description (including textile/leather)	Unit List	Unit net	Extended net
1		Richard Schultz Dining Chair w/ Arms	1861.00	1023.55	
1		Richard Schultz Dining Chair - Armless	1861.00	1023.55	
1		Richard Schultz Counter Ht barstool	2096.00	1152.00	
1		Richard Schultz Bar Ht barstool	2033.00	1118.15	
1		Richard Schultz Lounge chair w/ arms	2037.00	1120.35	
1		Richard Schultz Ottoman	1801.00	990.55	
1		Richard Schultz Adjustable Chaise	4233.00	2338.15	
1		Richard Schultz Contour Chaise Lounge	3183.00	1725.90	
1		Richard Schultz 2 seat sofa	4635.00	2594.00	
1		Richard Schultz 3 seat sofa	5904.00	3247.20	

**For EG use only:**

Special Order Type	Discount 45%	Net Order Value
Payment terms Credit card 011 / Check 040	Contract number	Delivery fee (see page 2)
AM rep code	"Deliver to" tax rate	Sub total
F6 screen ALL One Date	Studio rep Name	Total sales tax
	Rep sales number	<b>Grand total</b>
		<b>Deposit</b>
		<b>Balance Due</b>

Payment terms:  
(check one box)

☐ Check

If payment is made by check, full payment is required regardless of order value.  
Make check payable to Knoll Inc. and attach to order form.

☐ Credit Card  
under \$2000

All orders under \$2,000 total value require payment in full at the time of order entry.  
Sign below and complete page 2 with credit card information.

☐ Credit Card  
over \$2000

All orders over \$2,000 total value require a 50% deposit at time of order entry. Final balance will be charged to the same credit card at time of product shipment. Sign below and complete page 2 with credit card information.

I authorize Knoll to charge my credit card  
based on payment terms above:

Customer Signature: \_\_\_\_\_

Order is placed only under terms and conditions of Knoll's Selling Policy



# KnollStudio

Knoll uses modern design to connect people to their work, their lives, their world. Since 1938, Knoll has been recognized internationally for creating workplace and residential furnishings that inspire, evolve, and endure. At Knoll, modern design has been our guiding principle, and our passion has been shared by customers and design professionals worldwide.

A long history of collaborations, with pioneering modernists to bold contemporary designers, define not only the past but the future of Knoll through active, recent, and future partnerships.

Knoll is pleased to present this collection of authentic, modern outdoor design at exclusive pricing to artHAUS. For further information, samples, and current pricing information, please do not hesitate to contact me.

Rachel Volk  
KnollStudio Sales Representative (AZ, NV, NM)  
480 231-7030  
RVolk@knoll.com

Knoll, Inc.  
74 Rio Salado Parkway #300  
Tempe, Arizona 85281



## Construction and Details

- Frames are welded cast and extruded aluminum finished with a weather-resistant polyester powder-coated finish.
- Seat and back are woven vinyl-coated polyester mesh.
- Straps are pure vinyl straps with no fillers and sewn onto the mesh seat and back with Teflon™ thread
- Stainless steel supports and connectors with integrated clear plastic floor glides.
- Suitable for indoor/outdoor use.
- GREENGUARD Indoor Air Quality Certified®
- Part of the permanent Design Collection at the Museum of Modern Art.



## 1966 Collection Counter Height Barstool 1966-46C-WWW

- Width: 19"
- Depth: 24 ¼"
- Height: 39 ¼"
- Seat Height: 26"
- Use for tables/surfaces with a 36"-39" height

**artHAUS price: \$1,152.80 each**

## 1966 Collection Bar Height Barstool 1966-46B-WWW

- Width: 19"
- Depth: 24 ¼"
- Height: 44 ½"
- Seat Height: 31"
- Use for tables/surfaces with a 40"-43" height

**artHAUS price: \$1,283.15 each**



### Construction and Details

- Frames are welded cast and extruded aluminum finished with a weather-resistant polyester powder-coated finish.
- Porcelain enamel on steel tabletop.
- Stainless steel supports and connectors with integrated clear plastic floor glides.
- Suitable for indoor/outdoor use.
- GREENGUARD Indoor Air Quality Certified®
- Part of the permanent Design Collection at the Museum of Modern Art.

### 1966 Collection Counter Height Dining Table – 28"x 28"

#### 1966-24C-P-W-W

- Width: 28"
- Depth: 28"
- Counter Height: 36"

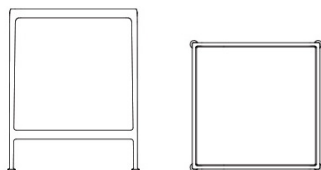
**artHAUS price: \$1,746.25**

### 1966 Collection Bar Height Dining Table – 28"x 28"

#### 1966-24B-P-W-W

- Width: 28"
- Depth: 28"
- Bar Height: 42"

**artHAUS price: \$1,807.85**





### Construction and Details

- Frames are welded cast and extruded aluminum finished with a weather-resistant polyester powder-coated finish.
- Seat and back are woven vinyl-coated polyester mesh.
- Straps are pure vinyl straps with no fillers and sewn onto the mesh seat and back with Teflon™ thread
- Stainless steel supports and connectors with integrated clear plastic floor glides.
- Suitable for indoor/outdoor use.
- GREENGUARD Indoor Air Quality Certified®
- Part of the permanent Design Collection at the Museum of Modern Art.

### 1966 Collection Dining Chair with Arms 1966-45H-WWW

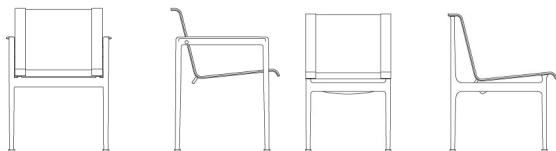
- Width: 23"
- Depth: 24 ¼"
- Height: 31"
- Seat Height: 18"
- Use with any standard height dining table/surface

**artHAUS price: \$1,023.55**

### 1966 Collection Dining Chair Armless 1966-46H-WWW

- Width: 19"
- Depth: 24 ¼"
- Height: 31"
- Seat Height: 18"
- Use with any standard height dining table/surface

**artHAUS price: \$1,023.55**







### Construction and Details

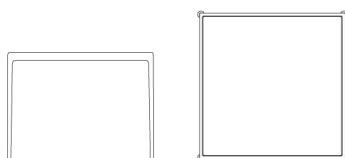
- Frames are welded cast and extruded aluminum finished with a weather-resistant polyester powder-coated finish.
- Porcelain enamel on steel tabletop.
- Stainless steel supports and connectors with integrated clear plastic floor glides.
- Suitable for indoor/outdoor use.
- GREENGUARD Indoor Air Quality Certified®
- Part of the permanent Design Collection at the Museum of Modern Art.

### 1966 Collection Dining Table – 38"x 38"

#### 1966-26H-P-W-W

- Width: 38"
- Depth: 38"
- Height: 36"

**artHAUS price: \$1,807.85**





### Construction and Details

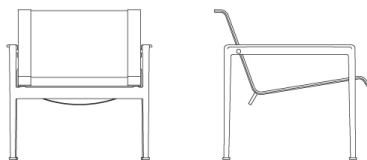
- Frames are welded cast and extruded aluminum finished with a weather-resistant polyester powder-coated finish.
- Seat and back are woven vinyl-coated polyester mesh.
- Straps are pure vinyl straps with no fillers and sewn onto the mesh seat and back with Teflon™ thread
- Stainless steel supports and connectors with integrated clear plastic floor glides.
- Suitable for indoor/outdoor use.
- GREENGUARD Indoor Air Quality Certified®
- Part of the permanent Design Collection at the Museum of Modern Art.

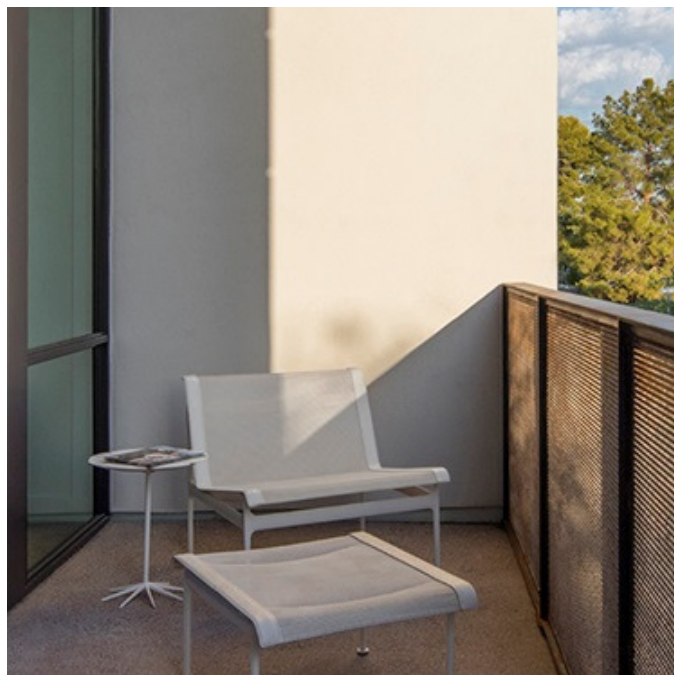
### 1966 Collection Lounge Chair

#### 1966-45H-WWW

- Width: 23"
- Depth: 24 ¼"
- Height: 31"
- Seat Height: 18"

**arthHAUS price: \$1,120.35**





## Construction and Details

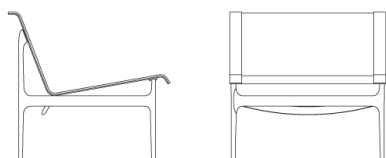
- Frames are welded cast and extruded aluminum finished with a weather-resistant polyester powder-coated finish.
- Seat and back are woven vinyl-coated polyester mesh.
- Straps are pure vinyl straps with no fillers and sewn onto the mesh seat and back with Teflon™ thread
- Stainless steel supports and connectors with integrated clear plastic floor glides.
- Suitable for indoor/outdoor use.
- GREENGUARD Indoor Air Quality Certified®
- Part of the permanent Design Collection at the Museum of Modern Art.

## Swell Lounge Chair

### SWELL-31-WWW

- Width: 30"
- Depth: 31 ½"
- Height: 28"
- Seat Height: 16 ½"

**arthHAUS price: \$1,617.00**





## Construction and Details

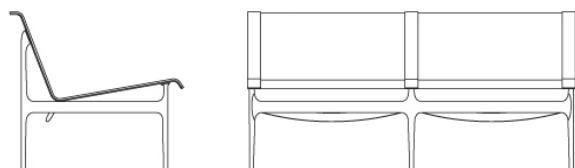
- Frames are welded cast and extruded aluminum finished with a weather-resistant polyester powder-coated finish.
- Seat and back are woven vinyl-coated polyester mesh.
- Straps are pure vinyl straps with no fillers and sewn onto the mesh seat and back with Teflon™ thread
- Stainless steel supports and connectors with integrated clear plastic floor glides.
- Suitable for indoor/outdoor use.
- GREENGUARD Indoor Air Quality Certified®
- Part of the permanent Design Collection at the Museum of Modern Art.

## Swell Settee / Two-Seat Sofa

### SWELL-32-WWW

- Width: 58 ½"
- Depth: 31 ½"
- Height: 28"
- Seat Height: 16 ½"

**artHAUS price: \$2,549.25**







## Construction and Details

- Frames are welded cast and extruded aluminum finished with a weather-resistant polyester powder-coated finish.
- Seat and back are woven vinyl-coated polyester mesh.
- Straps are pure vinyl straps with no fillers and sewn onto the mesh seat and back with Teflon™ thread
- Stainless steel supports and connectors with integrated clear plastic floor glides.
- Suitable for indoor/outdoor use.
- GREENGUARD Indoor Air Quality Certified®
- Part of the permanent Design Collection at the Museum of Modern Art.

## 1966 Collection Ottoman

### 1966-250-WWW

- Width: 23"
- Depth: 27"
- Height: 14"

**arthHAUS price: \$990.55**





### Construction and Details

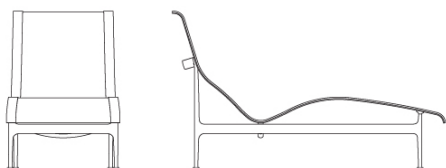
- Frames are welded cast and extruded aluminum finished with a weather-resistant polyester powder-coated finish.
- Seat and back are woven vinyl-coated polyester mesh.
- Straps are pure vinyl straps with no fillers and sewn onto the mesh seat and back with Teflon™ thread
- Stainless steel supports and connectors with integrated clear plastic floor glides.
- Suitable for indoor/outdoor use.
- GREENGUARD Indoor Air Quality Certified®
- Part of the permanent Design Collection at the Museum of Modern Art.

### 1966 Collection Contour Chaise

#### 1966-41-WWW

- Width: 24 ½"
- Depth: 58"
- Height: 33 ¾"
- Seat Height: 13"

**artHAUS price: \$1,750.65**





## arthHAUS standard

### Adirondack Chair

Designed by Loll Designs

\$450.00 - \$575.00

Step 1: Select your Size

STANDARD

LARGE

Step 2: Select your Color

White



Price: \$450.00 - \$575.00

Item Number: 408

Availability: Please make selections

## You may also need



arthHAUS receive 10% off the above advertised costs

### CONTACT:

Summer Hill  
Studio Proprietor  
DWR Scottsdale Studio  
15059 N Scottsdale Rd  
Scottsdale, AZ 85254  
T: 480.970.8800

### Adirondack Ottoman

"We make outdoor furniture for the modern lollygagger," explains Loll founder Greg Benson. "Our furniture is for people who are looking for fresh design that's made in the U.S.A. with sustainable manufacturing practices. At Loll, we strive to ...

[View Full Details](#)

Price: \$198.00 - \$235.00

Item Number: 410

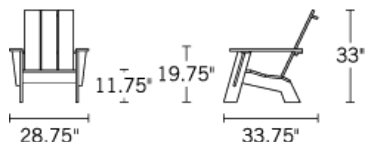
### Description

"We make outdoor furniture for the modern lollygagger," explains Loll founder Greg Benson. "Our furniture is for people who are looking for fresh design that's made in the U.S.A. with sustainable manufacturing practices. At Loll, we strive to inspire people to appreciate the outdoors both by the way we make our products and how they are intended to be used." Starting as a side project, Loll was founded in 2006 by a custom skate park manufacturer as a way to repurpose excess ramp material. That original company is gone, but Loll still designs and produces durable all-weather outdoor furniture made from 100% recycled and recyclable plastic, mostly from reclaimed post-consumer milk jugs. Since the company's founding, its dedication to the environment has kept millions of milk jugs out of landfills. The Adirondack Collection (2008), Loll's most renowned, is waterproof, fade-resistant and maintenance-free. Each piece ships flat to save on packing materials; simple assembly required (Allen wrench included). Made in U.S.A.

### Dimensions

#### Standard

H 33" W 28.75" D 33.75" Seat H  
11.75" Arm H 19.75"



#### Large

H 34.25" W 29" D 37.5" Seat H  
12.5" Arm H 20.5"

### Materials

100% recycled post-consumer or post-commercial (depending on color) high-density polyethylene; high-grade stainless steel fasteners.



# Yumi

lounge chair

## size

29" x 28" x 26"

## color

grey

orange

white

## packaging details

# of boxes 1

qty. / box 4

box size 34" x 30" x 36"

gw 25 kg

nw 22 kg

cuft 21

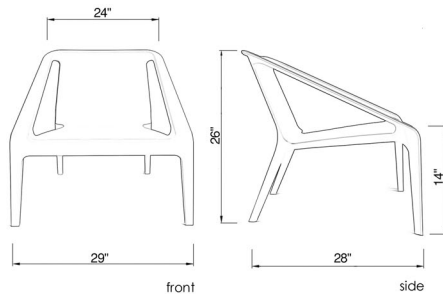
cbm 0.61

## technical details

polypropylene

stackable

indoor/outdoor





## Exhibit B – arHAUS Condominium Association Fine Policy

### RESOLVED:

By unanimous consent the Board of Directors of arHAUS Condominium Association, approved the following FINE SCHEDULE for any violation of the CC&R's including adopted Rules, Regulations, and Design Guidelines of the arHAUS Condominium Association.

The Board of Directors intends to impose monetary penalties as authorized by A.R.S. Section 33-1803. The Board of Directors, when imposing monetary penalties reserves the right to enforce the community's restrictions in any other legal manner. The following fine schedule is Intended to be a guide only and is not intended to create any rights. The Board of Directors reserves the right to impose a monetary penalty on the first date of a violation to accrue the fine daily until the violation is cured, and to Impose fines in amounts in excess of those set forth in the fine schedule.

### COURTESY NOTICE:

An initial courtesy notice of the violation shall be mailed via regular mail to the homeowner requesting compliance within (10} days. - NO NOTICE OF FINE.

### SECOND NOTICE:

If violation still exists a second notice stating that if compliance is not met within (10) days the owner will be fined.- NOTICE OF IMPENDING FINE.

### THIRD NOTICE:

If violation still exists a third notice requesting compliance within (10) days shall be mailed to the homeowner. A \$50.00 FINE will be assessed and due immediately with the third notice.

### FOURTH NOTICE:

If violation still exists a fourth notice requesting compliance within (10) days shall be mailed via certified mail to the homeowner, return receipt requested. A minimum \$50.00 FINE, escalated as determined by the Board in its sole discretion, will be assessed and due immediately with the fourth notice.

### CONTINUING VIOLATIONS:

If the violation continues without resolution after the fourth notice, a FINE of \$100.00 shall be assessed every (10) days until the violation is resolved. In addition, the Board shall have the right to remedy the violation and/or take legal action, the cost of which shall be billed to the homeowner and collected in the same manner as assessments.

### FINES:

No fine shall be imposed without first providing a written warning to the Owner describing the violation and stating that failure to stop the violation within no less than ten (10) days or another recurrence of the same violation within six (6) months of the original violation shall make the Owner subject to imposition of a fine. Failure to pay any fines shall subject the Owner to the same potential penalties and enforcement as failure to pay any assessments under Article 11.

### APPEAL PROCESS:

- When a violation notice is sent to a homeowner, the notice includes a statement notifying the homeowner that they have a "RIGHT OF APPEAL".
- When a homeowner wants to appeal a violation, they must send the Management Company writing notice that they are requesting an appeal of the violation.
- Appeals shall be received within (10) days of the date of the fine notification (violation letter),
- Appeals shall demonstrate extenuating circumstances, which require deviation from the CC&R's and/or guidelines.
- Appeal shall include all pertinent backup information to support the existence of the extenuating circumstance.
- All decisions of the Board are final and may not be further appealed.
- Any appeal, which does not meet the above requirements, shall be heard by the Board and shall be considered DENIED.
- The homeowner appealing the violation will be given written notice that the appeal is scheduled.
- The appeal shall be held in Executive Session.
- The Board President will introduce all parties.
- Homeowner will have the opportunity to be heard for 10 minutes as part of the appeal process.
- The homeowner who is appealing will be asked to state their case and present any documentation that is applicable.
- Each Board Member will have the opportunity to ask the homeowner specific questions regarding the appeal.
- Upon completion of the questions and answer period, the Board President will state that the appeal has been heard and the Board will make their decision in closed session. Then "Written Notice" will be given to the homeowner of the Board's decision within (7) working days.
- If the appeal is denied, the homeowner must bring the violation into compliance within (10) days. If the violation still exists after (10) days, the homeowner will be fined \$100.00 every (10) days until the violation is corrected. In addition, the Board of Directors may seek legal action to remedy the violation. All costs of legal action and fines will be billed to the homeowner and collected in the same manner as assessments.

*Last update 3/18/2020*

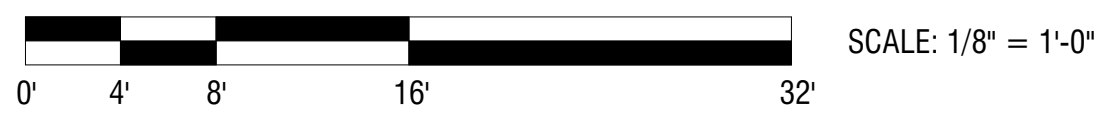
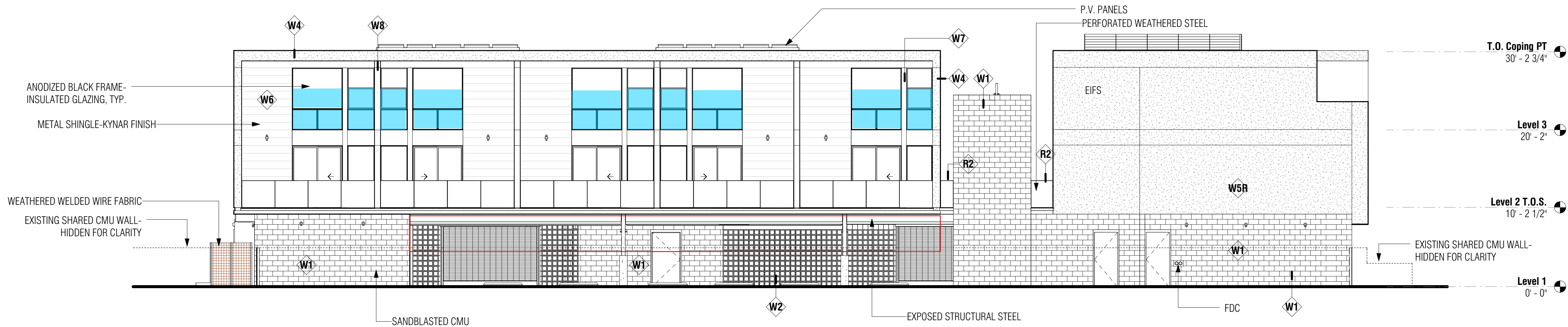
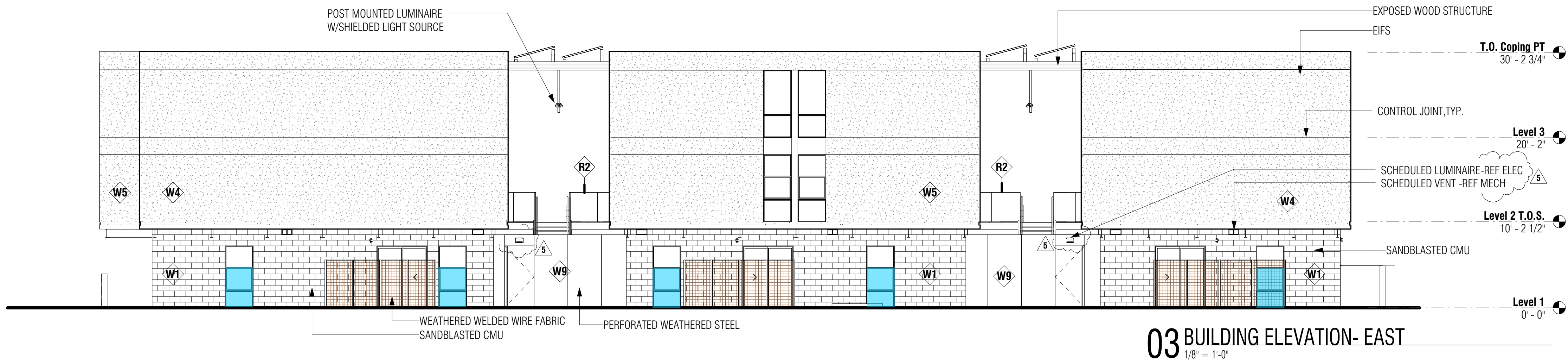
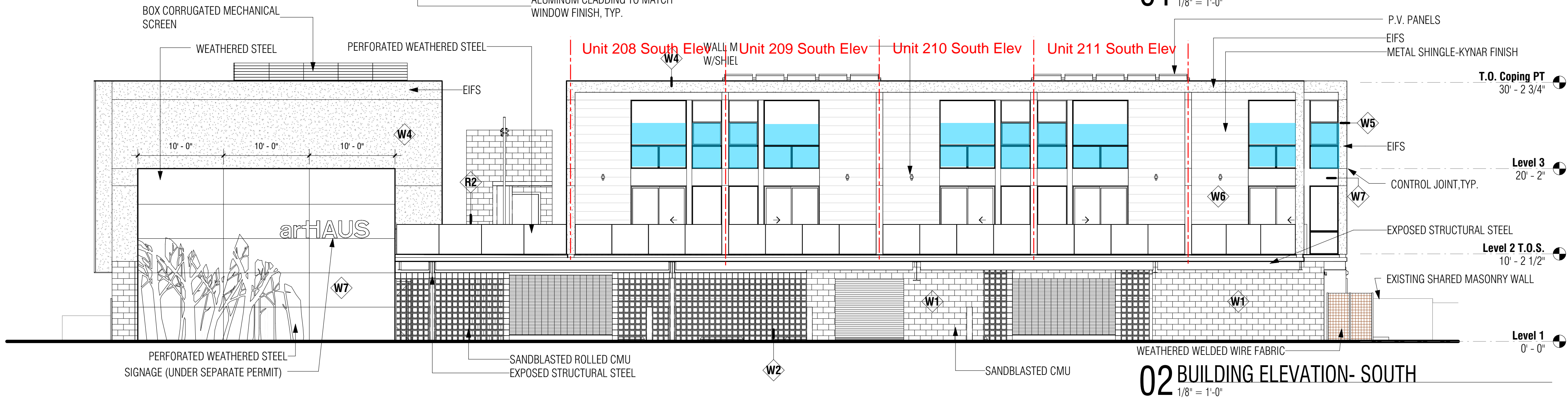
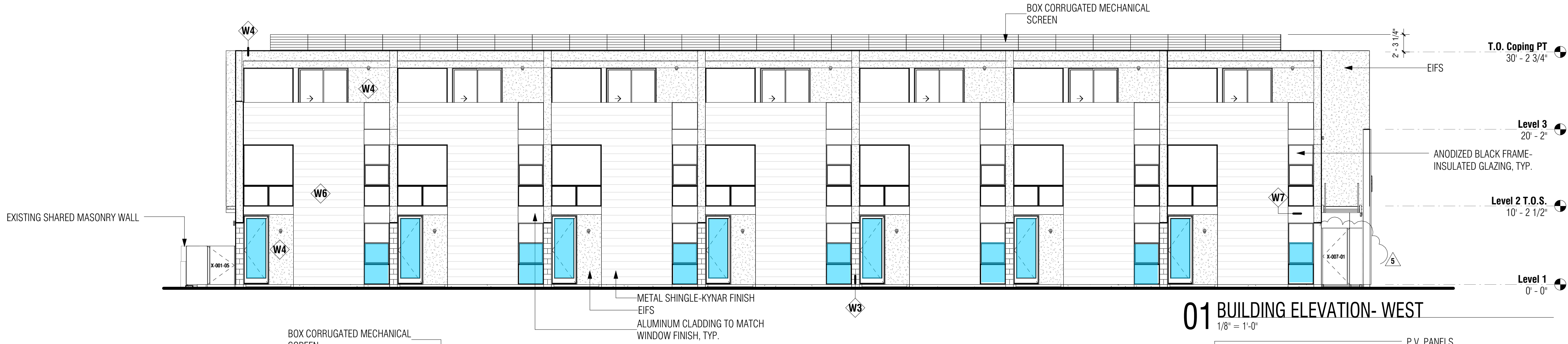


## Exhibit C - Approved Windows Film Locations

**The following are approved the only approved translucent window film locations for the building. Residents may not submit additional locations for review and approval by the ARTHAUS CONDOMINIUM ASSOCIATION Board. The building property manager is responsible for ensuring consistency of look and quality throughout the building.**

*Last update 11/10/2017*





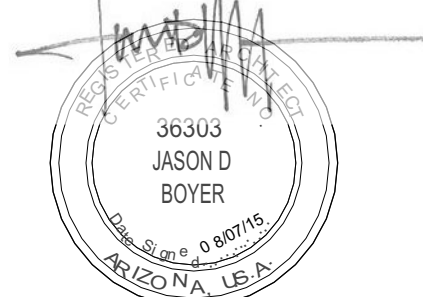
SELF-CERTIFIED BY: JASON BOYER, AIA 08.07.2015  
(Insert Name of Self-Certified Professional) Date  
Plans were prepared by or under the direct supervision of, or reviewed by the Self-Certified Professional

Plans are complete  
The plans are, as of date of submission, in accordance with the requirements of the Phoenix Building Construction Code and all other applicable laws

Architect:

JASON BOYER ARCHITECTS

1729 E OSBORN RD PHOENIX, AZ 85016  
Contact: Ben Mullings 602.604.6625



Developer:

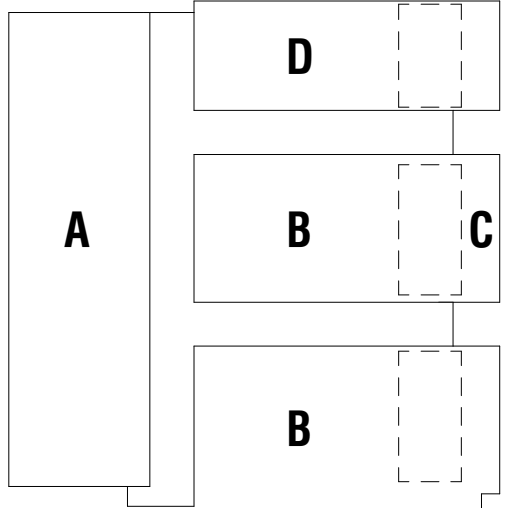
arHAUS LLC

1729 E OSBORN RD PHOENIX, AZ 85016  
Contact: Jason Boyer 602.604.6625

Project:

arHAUS  
1717 N 1ST AVE PHOENIX, AZ 85003

Key Plan:



No.	Description	Date
-----	-------------	------

5	CAPHX COMMENTS	08/07/15
4	ELEVATOR ADDITION	03/20/15
3	ASI 1	10/17/14
2	BID CLARIFICATION	08/06/14
1	PERMIT COORDINATION	06/09/14
-	ISSUED FOR PERMIT COORD.	04/25/14
-	PRELIMINARY SITE PLAN SUBMITTAL	01/16/14
-	ISSUED FOR SD + PRICING	10/15/13

Drawing Title:

ELEVATIONS

Project No.: 130021 Checked by: Checker

A4.01

CITY APPROVAL STAMP

© JASON BOYER ARCHITECTS 2014





SELF-CERTIFIED BY: JASON BOYER, AIA 08.07.2015

Plans were prepared by or under the direct supervision of, or reviewed by the Self-Certified Professional

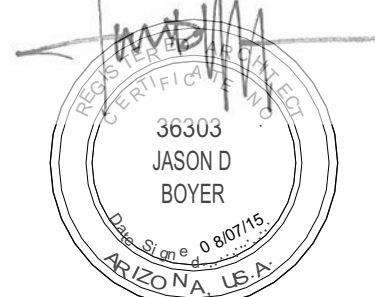
Plans are complete

The plans are, as of date of submission, in accordance with the requirements of the Phoenix Building Construction Code and all other applicable laws

Architect:

JASON BOYER ARCHITECTS

1729 E OSBORN RD PHOENIX, AZ 85016  
Contact: Ben Mullings 602.604.6625



Expires 06.30.2016

Developer:

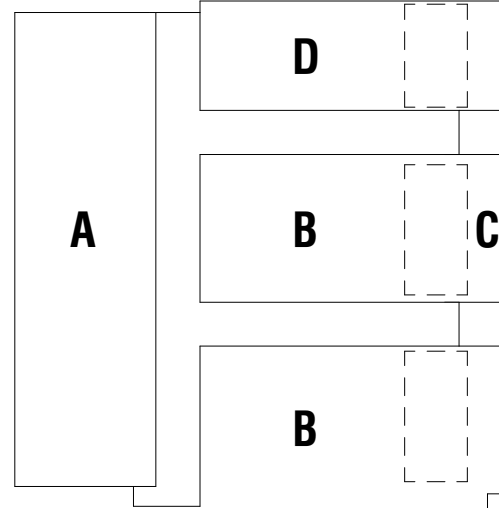
arTHAUS LLC

1729 E OSBORN RD PHOENIX, AZ 85016  
Contact: Jason Boyer 602.604.6625

Project:

arTHAUS  
1717 N 1ST AVE PHOENIX, AZ 85003

Key Plan:



No.	Description	Date
-----	-------------	------

5	CDPHX COMMENTS	08/07/15
4	ELEVATOR ADDITION	03/20/15
3	AS-1	10/17/14
2	BID CLARIFICATION	08/06/14
1	PERMIT COORDINATION	06/09/14
-	ISSUED FOR PERMIT COORD.	04/25/14
-	PRELIMINARY SITE PLAN SUBMITTAL	01/16/14
-	ISSUED FOR SD + PRICING	10/15/13

Drawing Title:

SECTION-ELEVATIONS

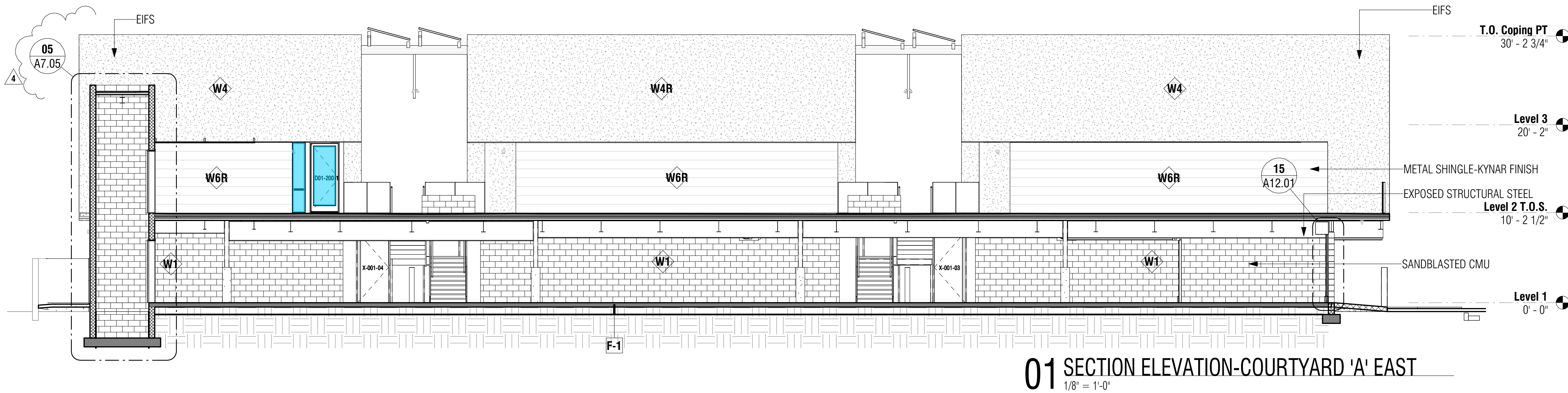
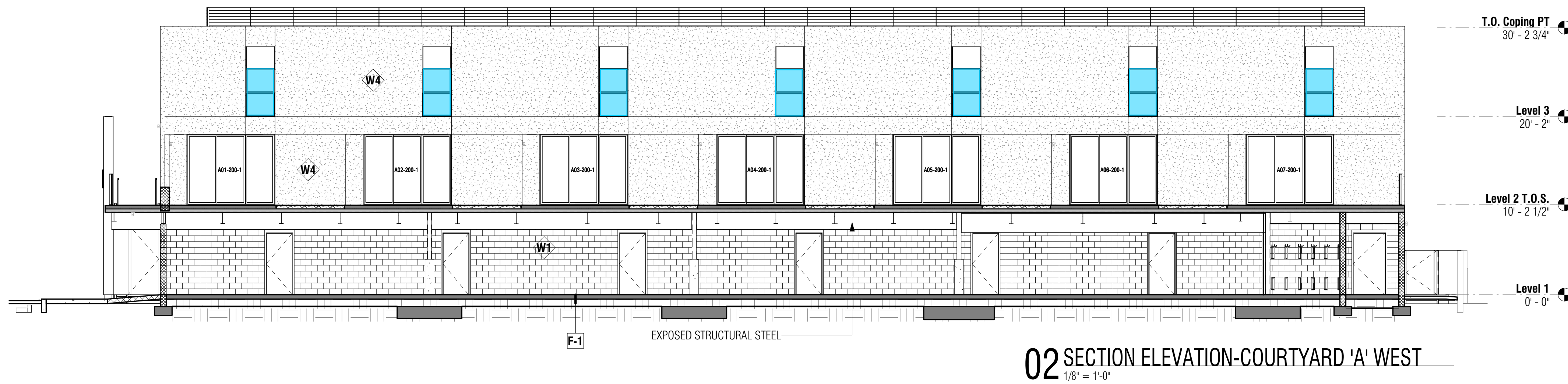
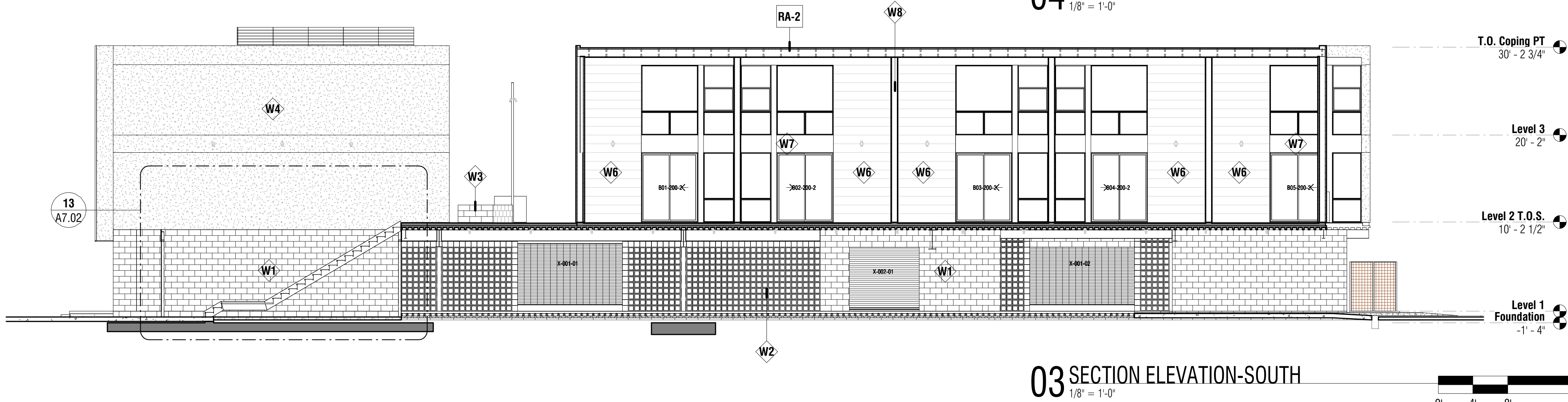
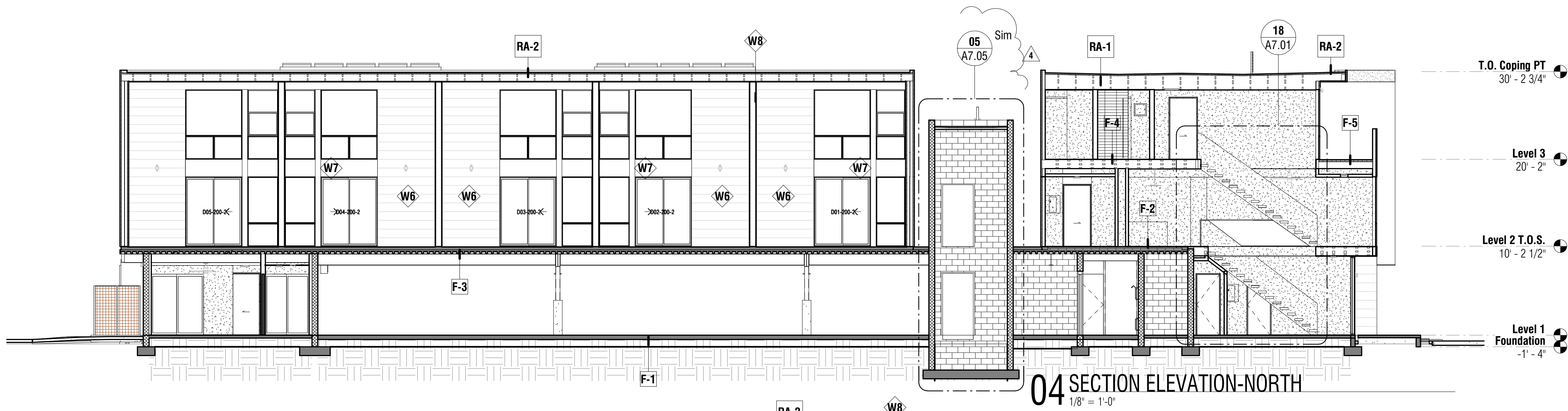
Project No.: 130021 Checked by: Checker

A4.03

CITY APPROVAL STAMP

© JASON BOYER ARCHITECTS 2014



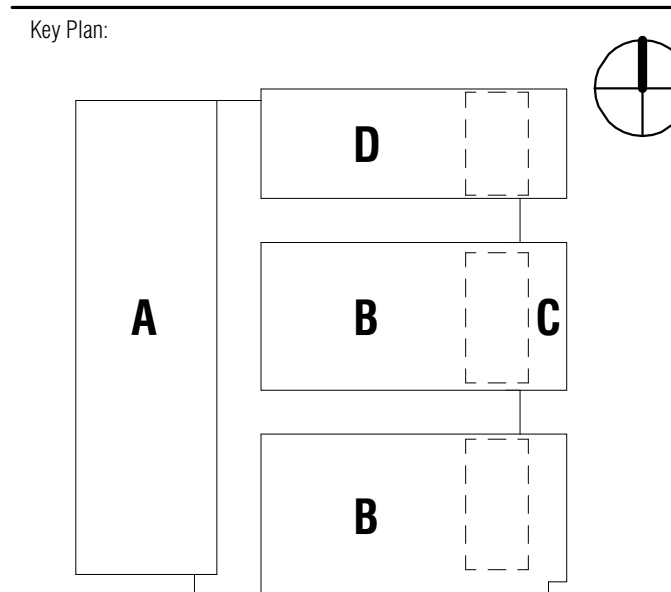


SELF-CERTIFIED BY: JASON BOYER, AIA 06.09.2014  
(Insert name of Self-Certified Professional) Date  
☐ Plans were prepared by or under the direct supervision of, or reviewed by the Self-Certified Professional  
☐ Plans are complete  
☐ The plans are, as of date of submission, in accordance with the requirements of the Phoenix Building Construction Code and all other applicable laws

Architect:  
**JASON BOYER ARCHITECTS**  
1729 E OSBORN RD PHOENIX, AZ 85016  
Contact: Ben Mullings 602.604.6625

Developer:  
**arTHAUS LLC**  
1729 E OSBORN RD PHOENIX, AZ 85016  
Contact: Jason Boyer 602.604.6625

Project:  
**arTHAUS**  
1717 N 1ST AVE PHOENIX, AZ 85003



No.	Description	Date
4	ELEVATOR ADDITION	03/20/15
2	BID CLARIFICATION	08/06/14
1	PERMIT COORDINATION	06/09/14
-	ISSUED FOR PERMIT COORD.	04/25/14
-	PRELIMINARY SITE PLAN SUBMITTAL	01/16/14
-	ISSUED FOR SD + PRICING	10/15/13

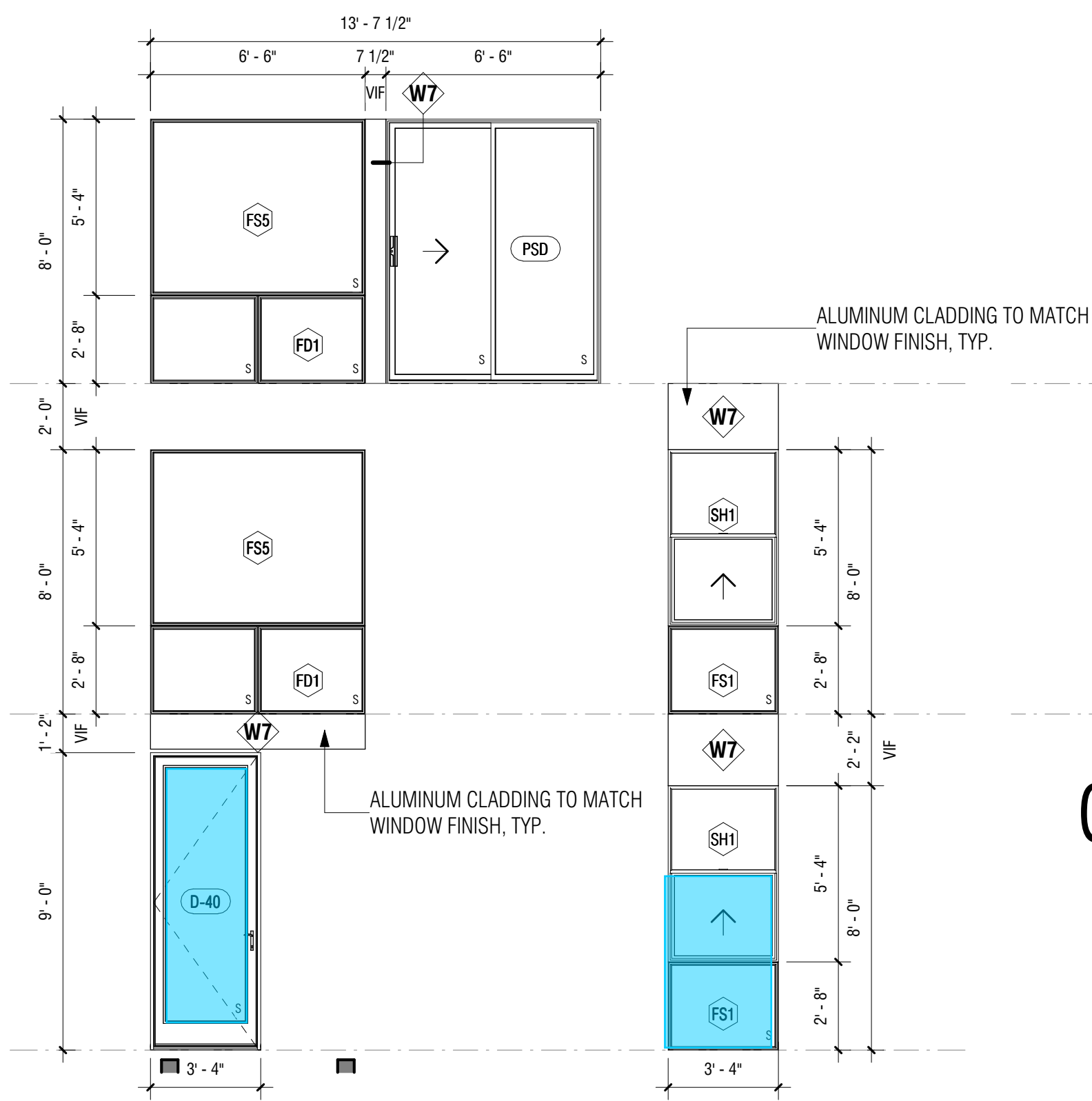
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**SECTION ELEVATIONS**

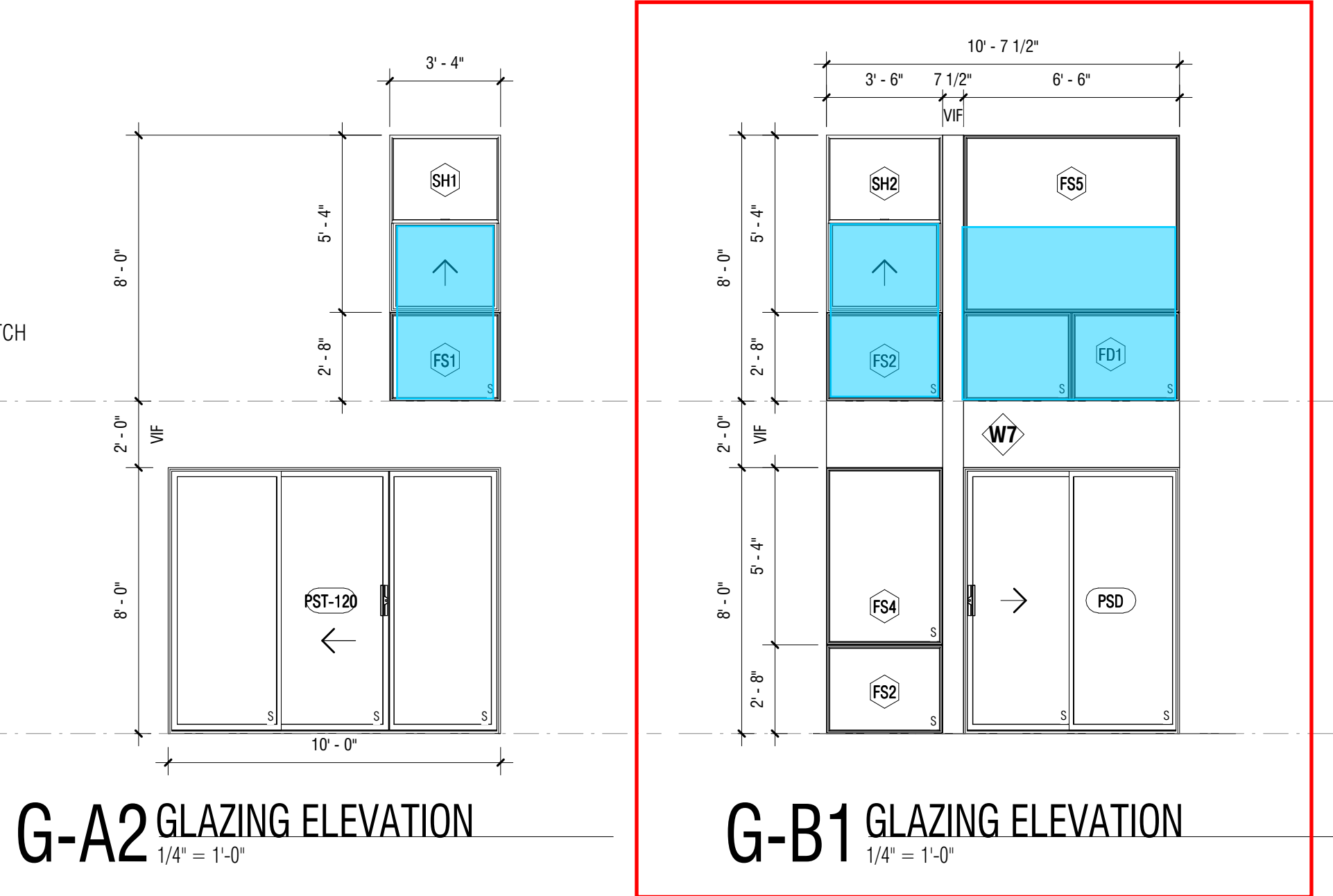
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**A4.04**

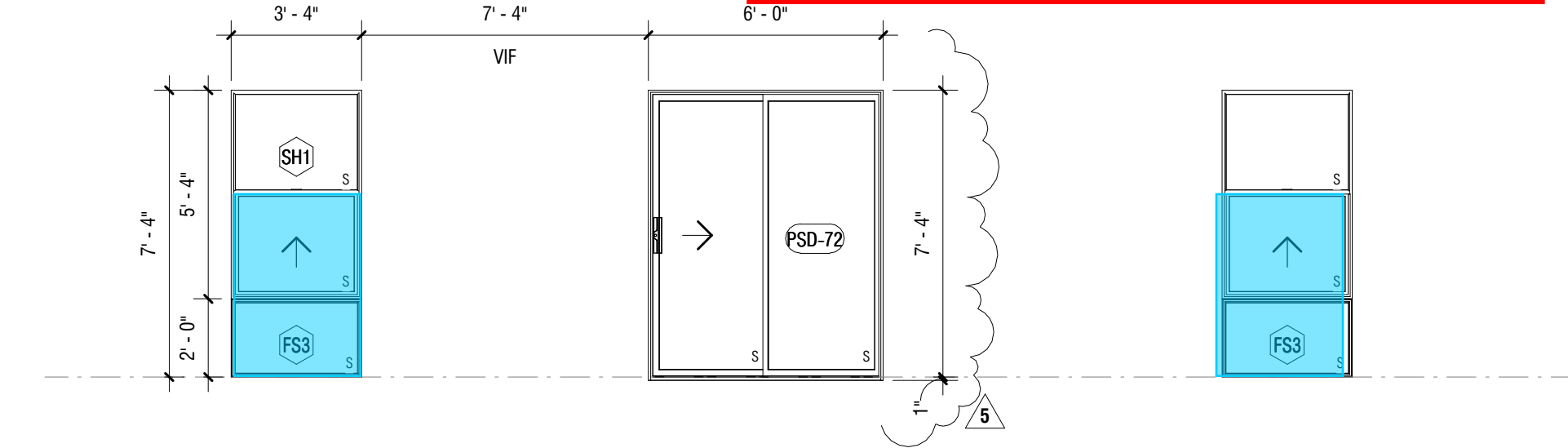




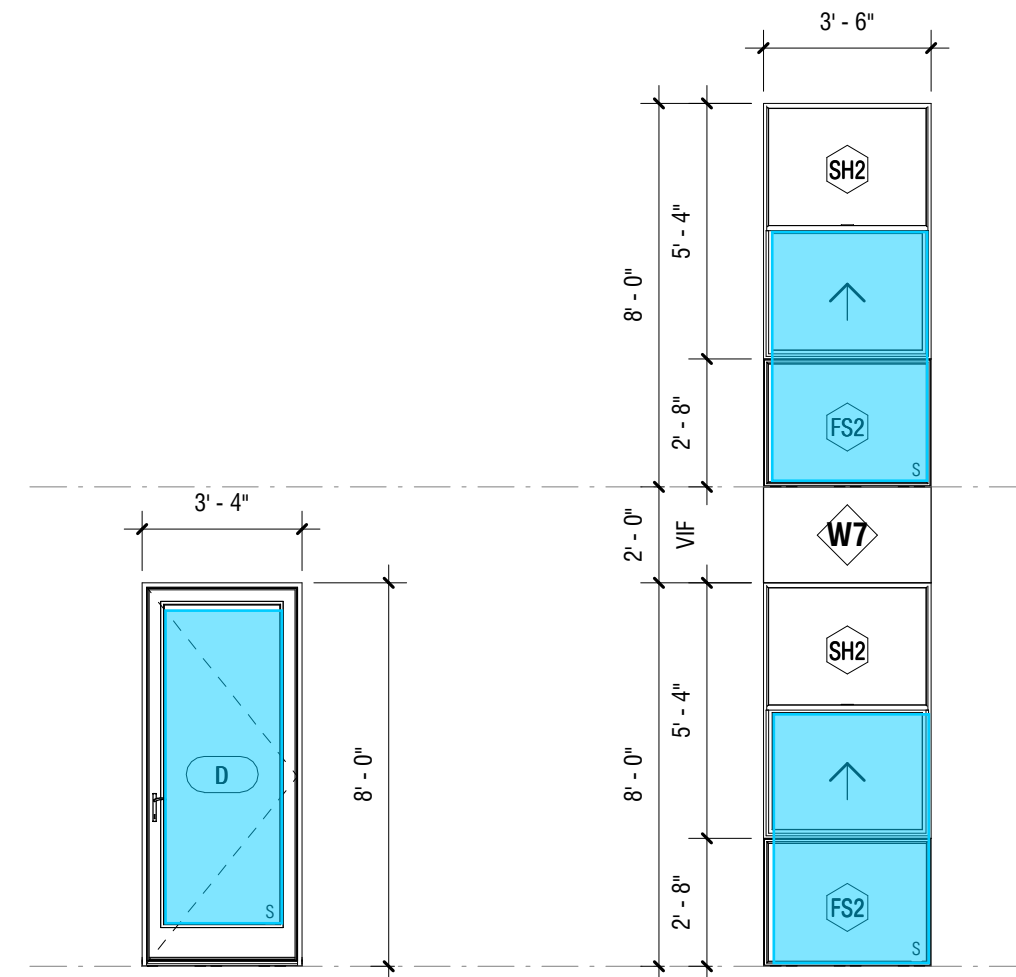
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1/4" = 1'-0"



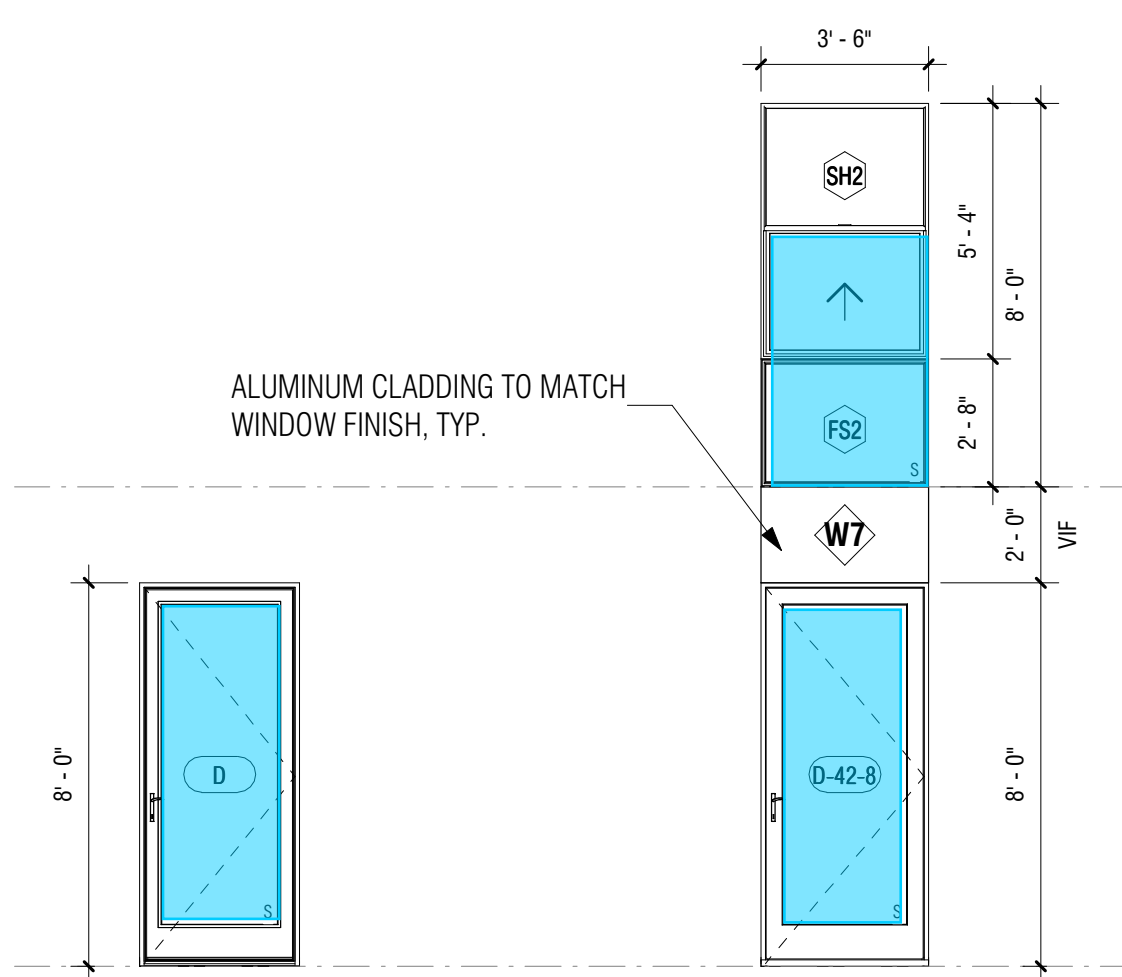
G-A2 GLAZING ELEVATION  
1/4" = 1'-0"



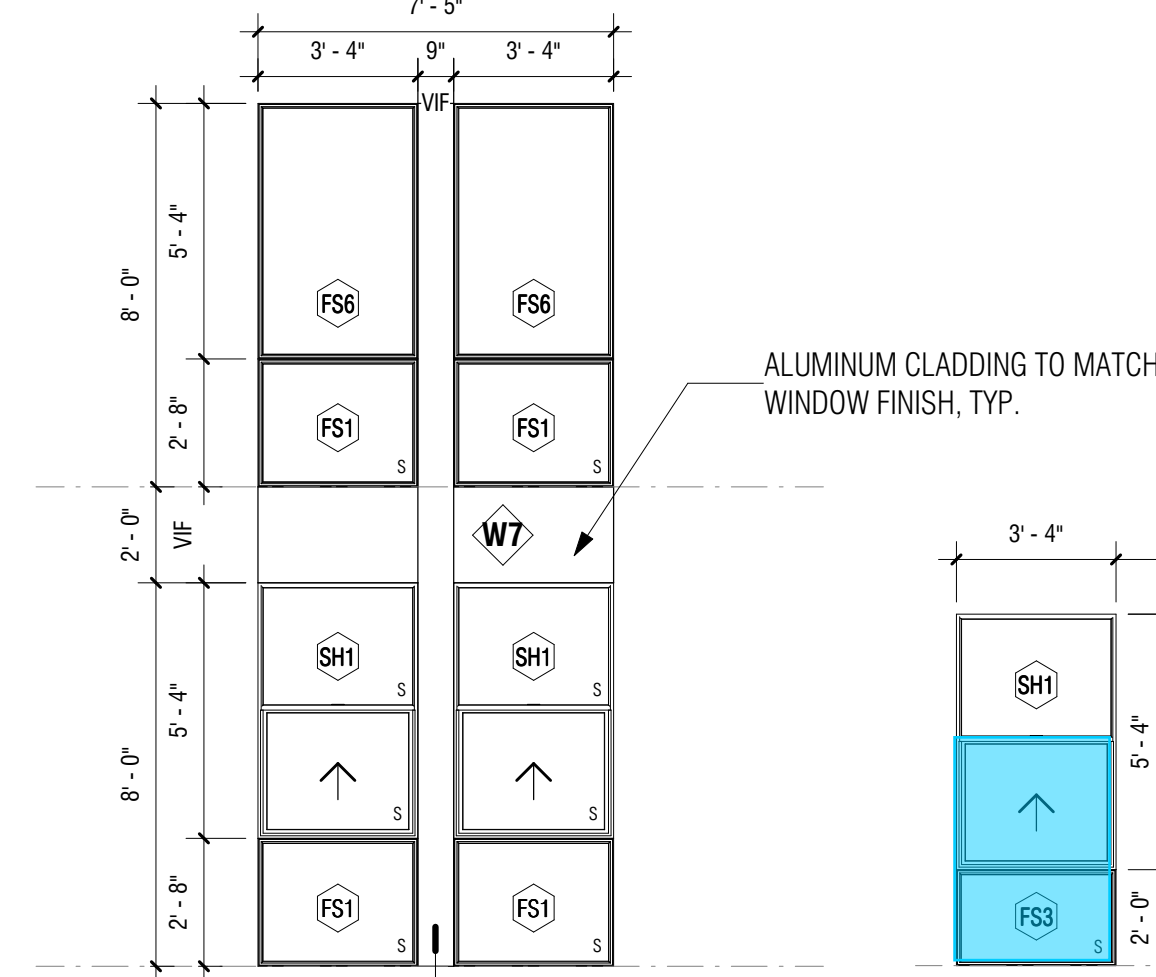
G-F2 GLAZING ELEVATION  
1/4" = 1'-0"



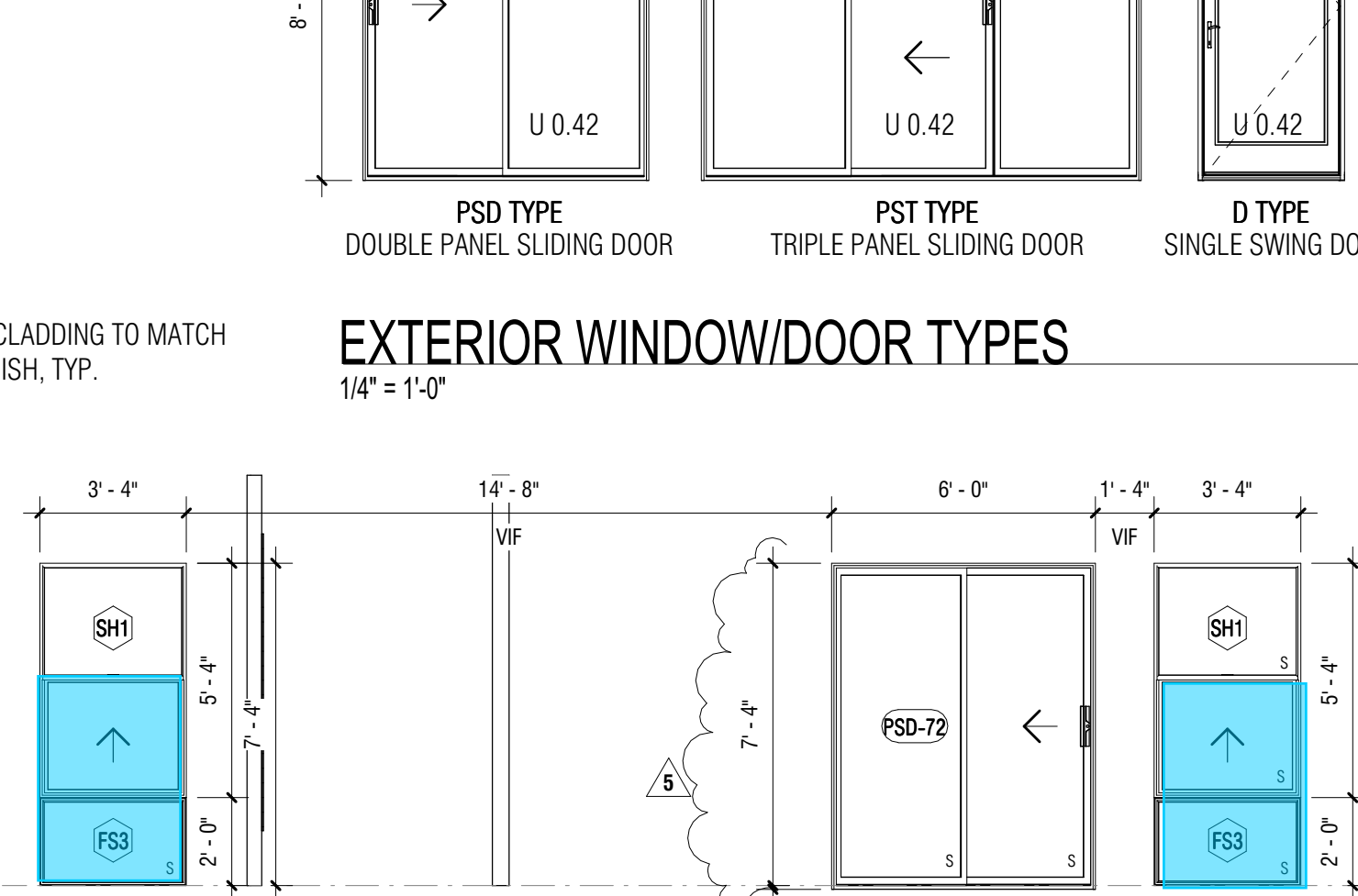
G-B2 GLAZING ELEVATION  
1/4" = 1'-0"



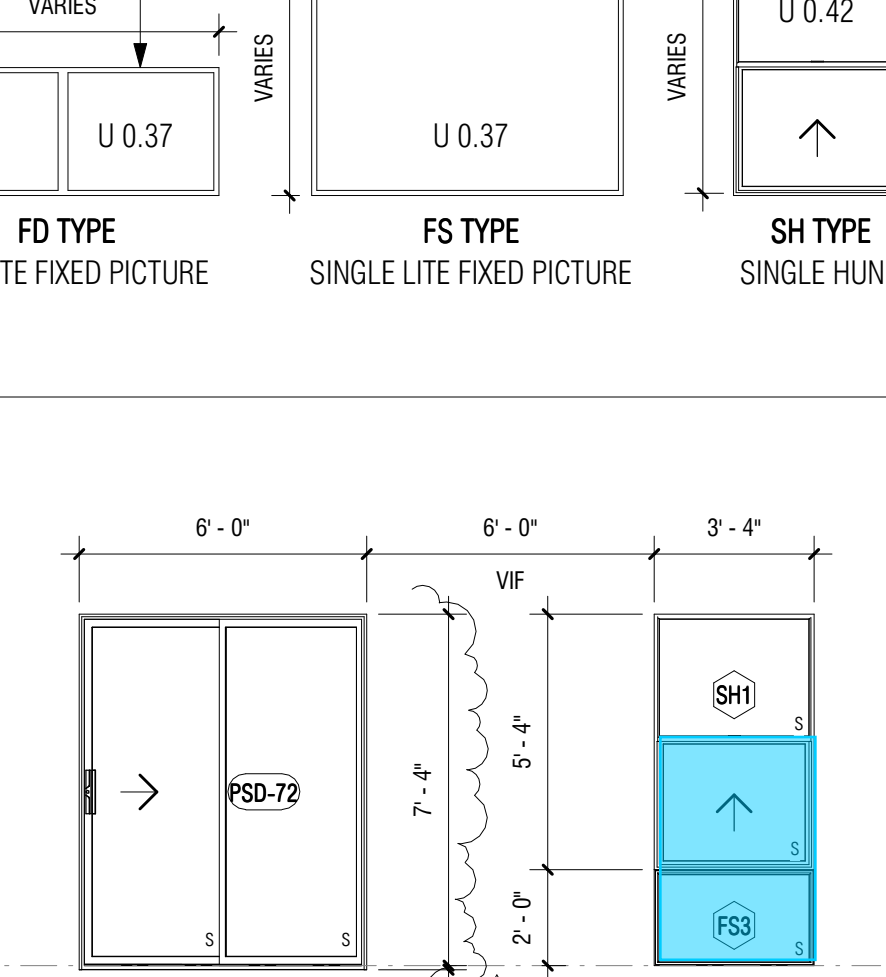
G-B3 GLAZING ELEVATION  
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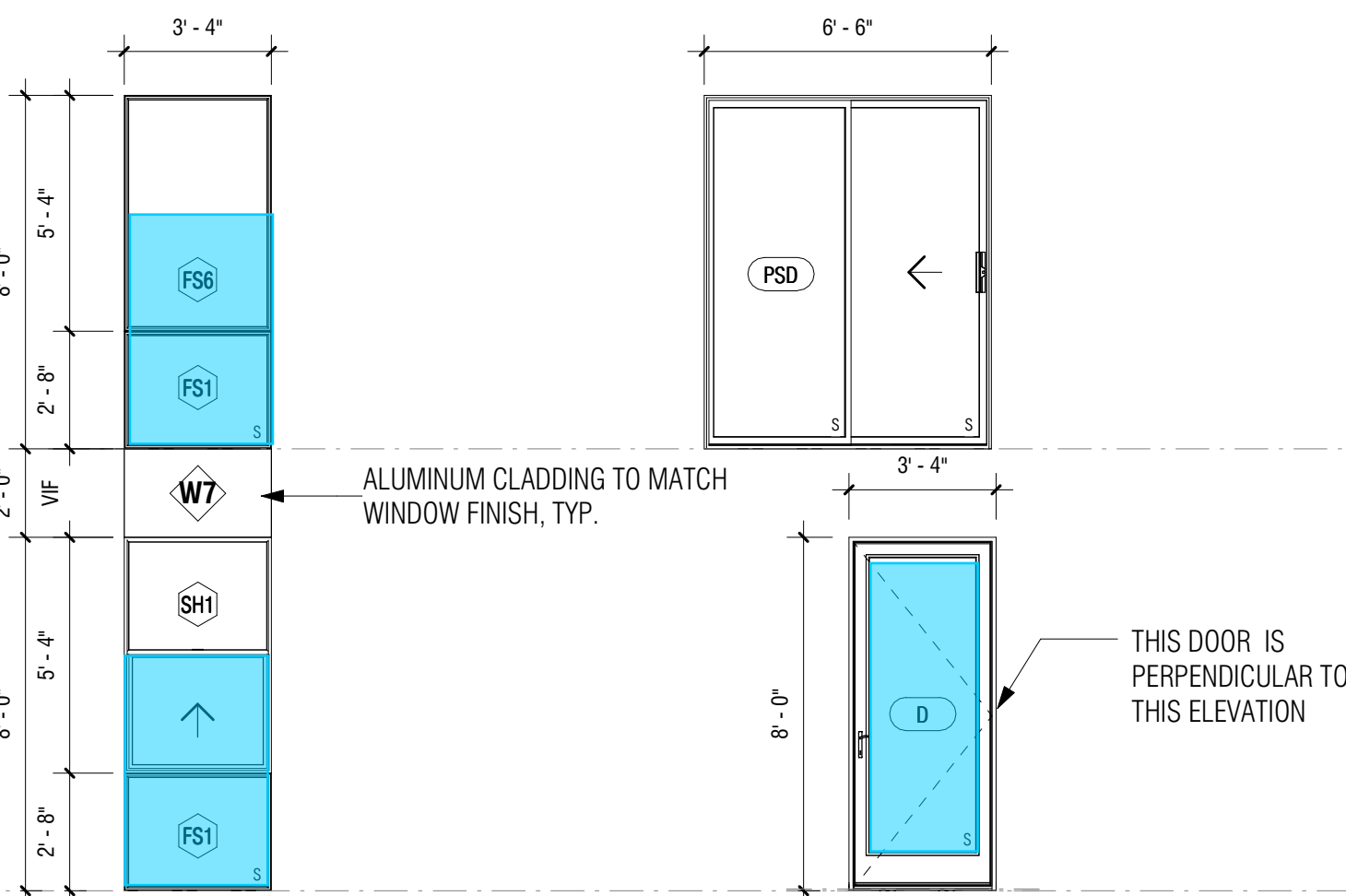
G-C2 GLAZING ELEVATION  
1/4" = 1'-0"



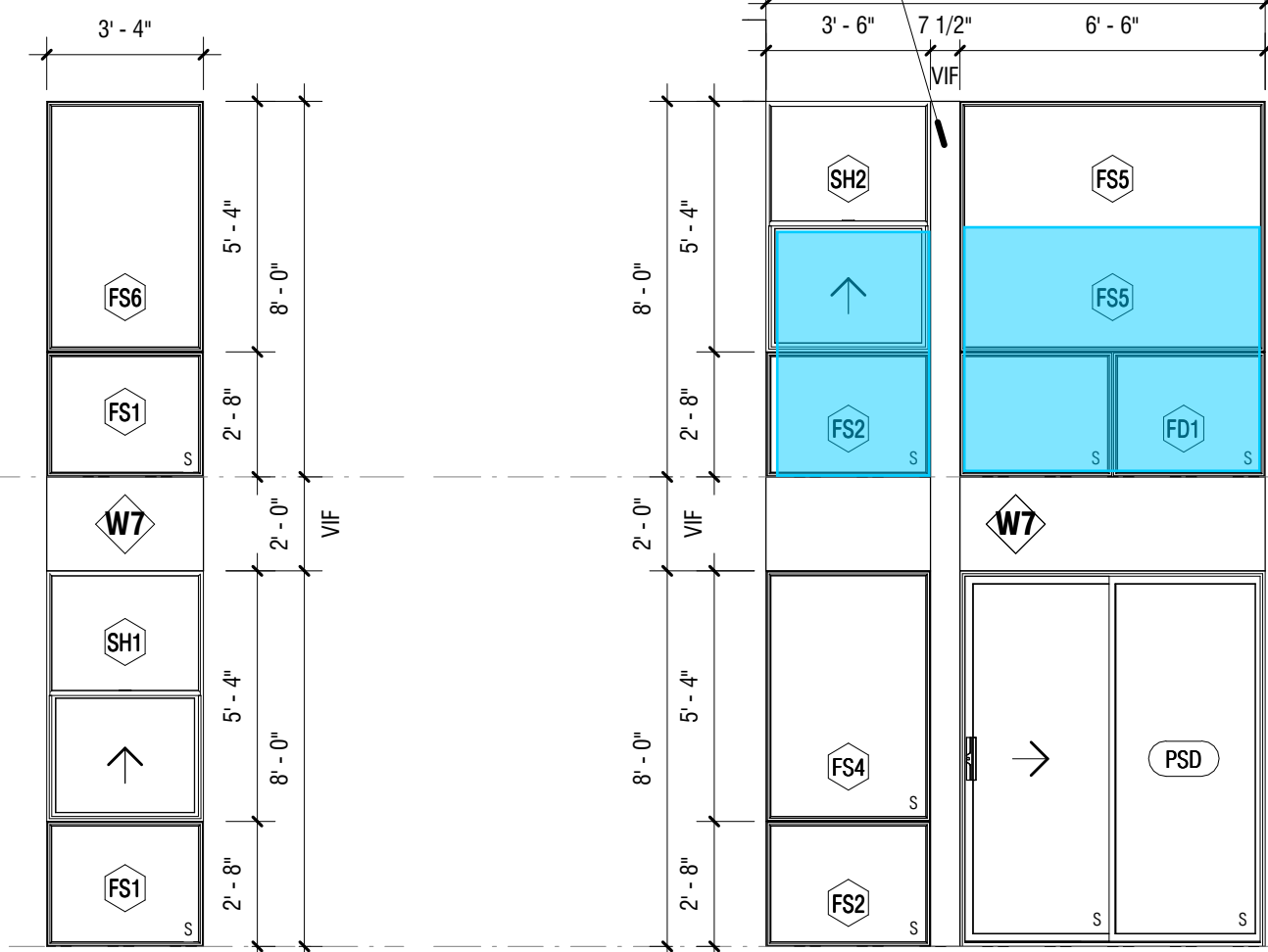
G-F1 GLAZING ELEVATION  
1/4" = 1'-0"



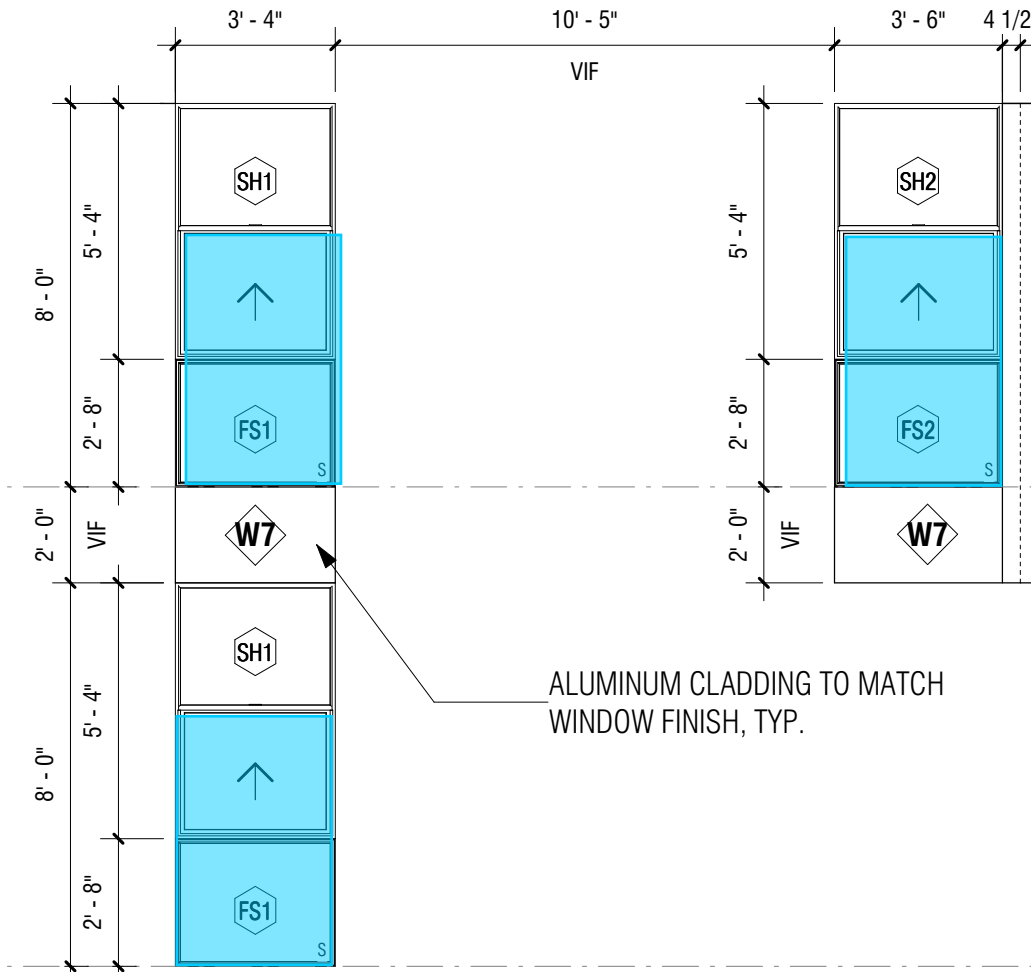
G-E1 GLAZING ELEVATION  
1/4" = 1'-0"



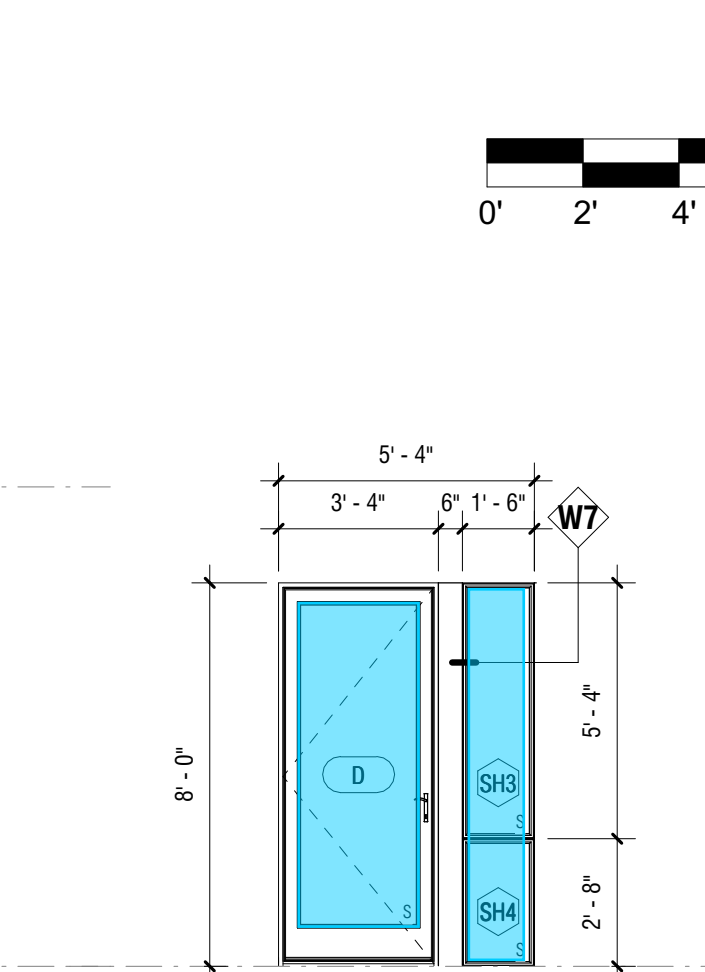
G-C1 GLAZING ELEVATION  
1/4" = 1'-0"



G-D1 GLAZING ELEVATION  
1/4" = 1'-0"

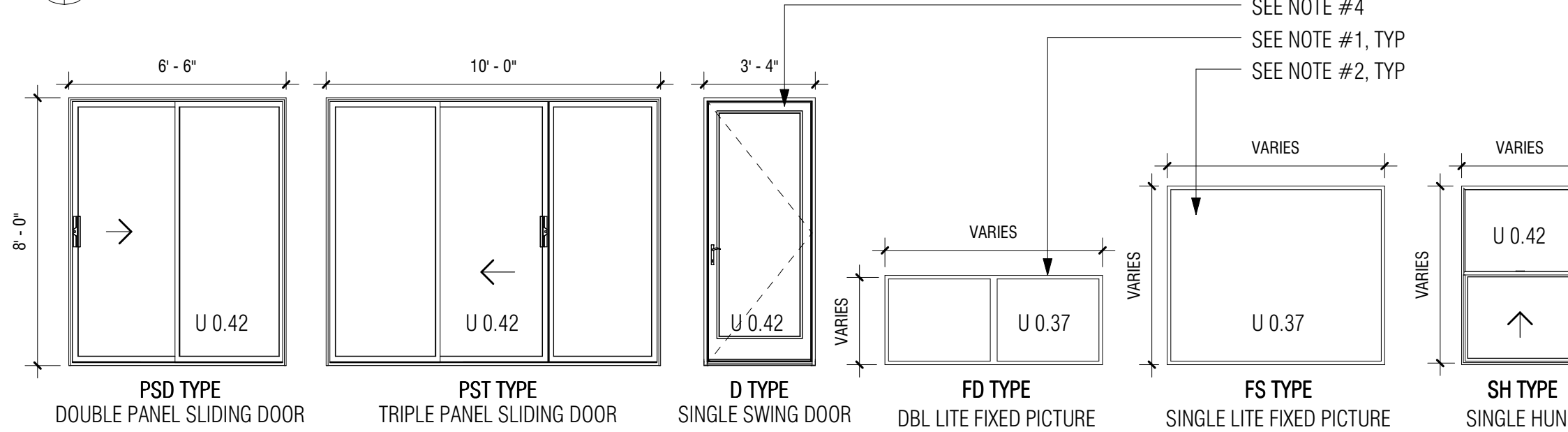


G-D2 GLAZING ELEVATION  
1/4" = 1'-0"



G-D3 GLAZING ELEVATION  
1/4" = 1'-0"

GLAZING KEY PLAN  
1" = 20'-0"



EXTERIOR WINDOW/DOOR TYPES  
1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

SELF-CERTIFIED BY: JASON BOYER, AIA (print name of Self-Certified Professional) Date: 08/07/2015  
Plans were prepared by or under the direct supervision of, or reviewed by the Self-Certified Professional  
Plans are complete  
The plans are, as of date of submission, in accordance with the requirements of the Phoenix Building Construction Code and all other applicable laws

## GENERAL GLAZING NOTES

- ALL EXTERIOR DOOR AND WINDOW FRAMES TO BE ALUMINUM WITH A DARK ANODIZED BRONZE FINISH. PROVIDE ALT PRICING FOR SCREENS AT ALL OPERABLE WINDOWS AND DOORS
- ALL GLAZING TO BE 1" INSULATED OLDCASTLE BUILDING ENVELOPE™ SUNGLAS® LOW-E #2 OR EQUAL  
'S' DENOTES SAFETY GLAZING PER IBC 2406
- ALL WINDOW/DOOR UNIT TYPES GROUPINGS ARE TO BE MULLED TOGETHER PER MANUFACTURERS STANDARD DETAIL TO CREATE A WATERTIGHT CONNECTION
- PROVIDE ALTERNATE PRICING FOR CLEAR STAINED DOUGLAS FIR DOORS WITH ALUMINUM FRAME FOR 'D' TYPE DOORS.

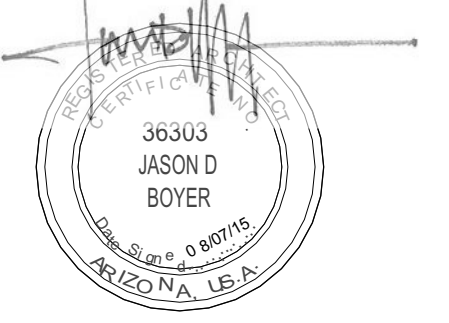
## WINDOW TYPE COUNT

TYPE	COUNT	WIDTH	HEIGHT
FD1	27	6' - 6"	2' - 8"
FS1	50	3' - 4"	2' - 8"
FS2	37	3' - 6"	2' - 8"
FS3	6	3' - 4"	2' - 0"
FS4	11	3' - 6"	5' - 4"
FS5	27	6' - 6"	5' - 4"
FS6	8	3' - 4"	5' - 4"
SH1	47	3' - 4"	5' - 4"
SH2	26	3' - 6"	5' - 4"
SH3	5	1' - 6"	5' - 4"
SH4	5	1' - 6"	2' - 8"

Architect:

JASON BOYER ARCHITECTS

1729 E OSBORN RD PHOENIX, AZ 85016  
Contact: Ben Mullings 602.604.6625



Developer:

arTHAUS LLC

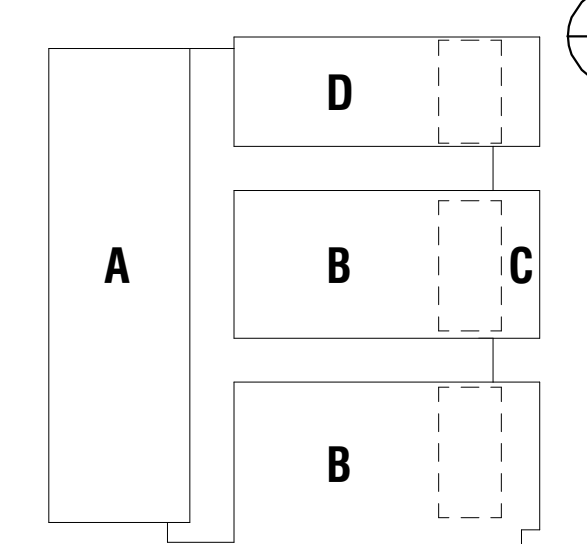
1729 E OSBORN RD PHOENIX, AZ 85016  
Contact: Jason Boyer 602.604.6625

Project:

arTHAUS

1717 N 1ST AVE PHOENIX, AZ 85003

Key Plan:



No. Description Date

5	CDPH COMMENTS	08/07/15
2	BID CLARIFICATION	08/06/14
1	PERMIT COORDINATION	06/09/14
-	ISSUED FOR PERMIT COORD.	04/25/14
-	PRELIMINARY SITE PLAN SUBMITTAL	01/16/14
-	ISSUED FOR SD + PRICING	10/15/13

Drawing Title:

## ENLARGED GLAZING ELEVATIONS

Project No.: 130021 Checked by: Checker

A4.05