

Colonia Encantada Homeowners Association

Sale Guidelines

The Homeowners' Association (HOA) has been established to protect the integrity of the property and to assure uniform compliance with the rules and regulations enacted.

Pursuant to Article II, Section 1, Item U, of the Covenants, Conditions and Restrictions (CC&R's) of the property, the following procedure **MUST** be adhered to in order to obtain the required Board of Directors approval of any home sale within the community. The Board must receive the following items:

1. A completed "Application For Consent To Sell" form.
2. A copy of the fully completed purchase agreement.
3. An Administrative Fee (\$400) for processing the transaction and for providing the disclosure documents as required by the Arizona Revised Statutes. The fee is payable to the HOA's property management company, Heywood Realty. If the transaction is being handled through a title or escrow company this fee will be paid through escrow. The distribution of the relevant HOA documents is provided through a third party for a nominal charge and is paid by the Buyer through escrow. If the sale is cancelled for any reason, the Seller will remain responsible for the payment of these fees which will be billed by Heywood Management.
4. There is a HOA Transfer Fee equal to 0.5% of the sale price payable to Colonia Encantada HOA. There may be additional charges as outlined within this document. If the transaction is being handled through a title or escrow company, the fees will be paid through escrow.

Once **ALL** of the above fully completed forms and information are received, the Board shall have fifteen (15) days to approve or disapprove such transaction. This allows the Board to properly review and execute the application to assure that it is in compliance with the CC&R's. **If the information submitted to the Board is incomplete or not fully executed by all parties, the application will be rejected.**

Colonia Encantada Homeowners' Association
7500 East McCormick Parkway, Scottsdale, Arizona 85258
Application For Consent To Sell

I. Dates Date Received* _____ Closing Date _____
(*Regulations require submission of consent form a minimum of 15 days before closing)

II. Property Description
7500 East McCormick Parkway, # _____
Terms of Payment _____
Property to be Titled as _____

III. Seller
Present Owner _____
Forwarding Address _____
City/State _____ Zip _____
Phone Number _____ Email Address: _____

IV. Seller's Listing Real Estate Agent
Name _____
Company _____
Address _____
City/State _____ Zip _____
Phone Number _____ Email Address: _____

V. Buyer's Real Estate Agent
Name _____
Company _____
Address _____
City/State _____ Zip _____
Phone Number _____ Email Address: _____

VI. Escrow Agent
Name _____
Company _____
Address _____
City/State _____ Zip _____
Phone Number _____ Escrow # _____
Email Address _____

VII. Prospective Purchaser (s)*

Prospective Buyer _____

Current Address _____

City/State _____ Zip _____

Phone Number _____

Email Address: _____

Other Occupants & Relationship _____

Emergency Contact Information _____

Pets (number and type) _____

Vehicles (model and year) _____ State License# _____

(model and year) _____ State License# _____

(model and year) _____ State License# _____

VIII. Request for Approval

Pursuant to Article III, Section U, Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cuernavaca Segundo (Colonia Encantada) Townhouses recorded with the Maricopa County Recorder's Office on December 6, 1988, at instrument number 88-593236, we hereby apply for the prior written consent of the Colonia Encantada Homeowners' Association (the "Association") to sell the above described lot per the terms and conditions contained in the accompanying proposed sale-purchase agreement and/or escrow instructions. We acknowledge that the prospective buyer has received and agrees to be bound by the Amended and Restated Declarations of Covenants, Conditions and Restrictions for Cuernavaca Segundo (Colonia Encantada) Townhouses and Colonia Encantada Rules and Regulations, adopted from time to time. Prospective buyer understands that any sale-purchase agreement is expressly contingent upon the Association's prior written consent.

No Rental or Lease Agreement can be executed by the owner until one (1) year following the date of their close of escrow. All leases must be a minimum of six (6) months and are required to be pre-approved by the Board of Directors.

I hereby acknowledge that the declaration, bylaws and rules of the association constitute a contract between the association and me (the purchaser). By signing this statement, I acknowledge that I have read and understand the association's contract with me (the purchaser). I also understand that as a matter of Arizona law, if I fail to pay my association assessments, the association may foreclose on my property.

Prospective purchaser understands that any changes or modifications made to the property, including landscaping, will have to conform to the CC&R's of the Association, and that prior written permission as defined in the ruling documents is required before any alterations are made.

Purchaser acknowledges that, per the CC&R's, Article III, Section 1B, Animals: No animals,

birds, fowl, poultry, or livestock, other than up to a total of two (2) generally recognized house pets, shall be maintained on any property within the properties and then only if they are kept solely as domestic pets and not for commercial use.

IX. Signatures

Present Owner (s) _____

Date _____

Prospective Purchaser (s) _____

Date _____

** If the purchaser is a legal entity such as a corporation, partnership, LLC, etc., please provide information regarding the one person affiliated with the entity who is authorized to transact business on its behalf and is legally authorized to be the occupant within the unit (all other contact information should be listed in section VII above).*

Name

Title

If additional space is needed to complete form, attach extra sheets.

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FOR BOARD USE ONLY

Unit is current in all fees Yes____ No____

Approved____ Disapproved____ Conditional Approval____

Terms of Conditional Approval _____

Authorized Signature

Date

**FINANCIAL ESCROW INSTRUCTIONS
FOR
COLONIA ENCANTADA - UNIT # _____**

CONTRACT PURCHASE PRICE _____*

ANTICIPATED CLOSE OF ESCROW DATE _____

PAYABLE TO COLONIA ENCANTADA

	AMOUNT	BUYER %	SELLER %
Delinquent Assessments:	\$ _____	_____ %	_____ %
Fines and Penalties	\$ _____	_____ %	_____ %
Pre-paid Assessments	\$ _____	_____ %	_____ %
HOA Transfer Fee (0.5% of Price)	\$ _____	_____ %	_____ %
Other _____	\$ _____	_____ %	_____ %
_____	\$ _____	_____ %	_____ %
_____	\$ _____	_____ %	_____ %
TOTAL DUES TO HOA	\$ _____	(APPROVED BY: _____)	

PAYABLE TO HEYWOOD COMMUNITY MANAGEMENT

Administrative Fee** \$ 400.00 _____ % _____ %

* HOA Transfer fee is 0.5% of the purchase price. If purchase price changes, fee is to be adjusted.

** If sale is cancelled, seller will remain responsible for payment of the Administrative Fee.

The Seller and Buyer hereby agree to the above fees and are responsible for such pursuant to an agreement between the parties. The parties also acknowledge that the above fees payable to CEHOA may be subject to change if the escrow closing date is changed.

Seller

Buyer

Seller

Buyer

**COLONIA ENCANTADA HOMEOWNERS' ASSOCIATION
PRE-SALE INSPECTION FORM**

This form is to assist Colonia Encantada Owner's as they prepare to sell their Colonia Encantada property. By signing below, you are formally requesting the Architectural and Landscape Committees to provide a courtesy physical inspection of your property in an effort to identify any viewed deficiencies that may be present as of the inspection date. There may be items that may be deficient on your property which were not visible or obviously visible or were not identified during the inspection. Pursuant to Article III, Section 1, J, of the Colonia Encantada CC&R's, each owner is required to maintain their property. Any failure to identify any deficiency on this form does not relieve the current owner, or any future owner, from this provision or would allow them to be exempt from any future identified maintenance needs that may be discovered after the noted inspection date below. Please fill out the information below and return this form to the property manager. The property manager will then facilitate the inspections by the Architectural and Landscaping Committees. The completed report will then be returned to the owner.

Owner Name Lot #

Email Address Phone #

Homeowner's Signature Date

Please Do Not Write Below This Line - Committee Use Only

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Architectural Committee Noted Deficiencies (*please write "none" if no deficiencies are identified*):

Signed - Architectural Committee Date of Inspection

Landscaping Committee Noted Deficiencies (*please write "none" if no deficiencies are identified*):

Signed - Landscaping Committee Date of Inspection

DIRECTORY INFORMATION

Villa #: _____

Our community maintains a Directory of Homeowners and Lessees. The information you provide will be printed in the Directory. The Directory is intended for community use only. Residents refer to the Directory as an easy way to communicate with neighbors. You will not miss out on community events if we have your email on our list. Please take a moment and complete the following information and **return to: Gate Staff as soon as possible**. Thank you.

If **NO CHANGES** from current Directory entry for your contact information, check here.

If you would like an **additional** Directory at a cost of \$6, please check here.

Please enclose a check made out to: CEHOA.

PLEASE PRINT LEGIBLY First and Last Name(s) of Adult Residents:

Names and ages of children living at home. Also, indicate if any children babysit (B), do plant care while people are out of town (PL) or pet care (PC).

Home Phone: _____

Cell Phone: (Name & Number) _____

Cell Phone: (Name & Number) _____

Email: (Name & Email Address) _____

Email: (Name & Email Address) _____

Alternate Residence Address: _____

Alternate Residence Phone: _____

Signature: _____ Villa # _____

Print Name _____ Date: _____

Living at Colonia Encantada

Any exterior architectural or landscape changes require written documentation for review and approval by their respective committees.

PLEASE do not remove any tree without prior approval from the Landscape Committee.

Seasonal owners are requested to notify the property manager of both arrival and departure dates.

Pet owners are required to be considerate of all owners when exercising their dogs.

Trash bins are not be placed at curbside earlier than 6 p.m. the day **before** pickup. Black bins out Saturday; Pink bins out Wednesday.

Contractors hours Monday - Friday are 7am - 5p.m, while Saturday hours are 8am - 5pm.

The speed limit on our roads is 15 mph.

Please notify the gatehouse if you are expecting visitors that may not be on your "no need to call list".

Owners' vehicles are not permitted to park on the street or guest lots overnight. Only guess parking is permitted in those designated areas. Please be sure to call the gatehouse to alert them and avoid a potential violation.

Both pools and spa hours are 7am - 10pm. There is no lifeguard on duty.