



PALOMINO POINTE ASSOCIATION RULES AND REGULATIONS

Amended April 17, 2017

The Palomino Pointe Association (herein known as The Association) represents the owners of the 72 buildings in the Palomino Pointe complex. The Association elects a Board of Directors, and the Board of Directors hires an Association Manager to manage the day-to-day affairs of The Association including administering these Rules and Regulations as set forth in Section 5.3 of the CC&R's.

The current Association Manager is:

Vision Community Management

16625 S Desert Foothills Pkwy

Phoenix, AZ 85048

Ph: 480-759-4945 Fax: 480-759-8683

Email: PalominoPointe@WeAreVision.com

The Palomino Pointe Association Board of Directors, and the Association Manager strive to provide a complex that is an excellent place to live. The Association requires all owners and tenants to be mindful of these Rules and Regulations. This document shall be part of any lease agreement between owner (or Property Manager) and tenant, and must be signed by each party to the lease. A copy of the signature page of this document must be sent to Vision Community Management for each tenant within **10 days** after the lease is signed.

The Association Manager and/or the Board of Directors are authorized to enforce these Rules and Regulations and levy fines against tenants and/or owners when deemed appropriate. These Rules and Regulations are a revision to and a replacement of any and all prior Rules and Regulations of the Palomino Pointe Homeowners Association. Tenants are required to acknowledge these Rules and Regulations by signing this document on page 5 (five) of the document.

1. **COMMON AREA.** The Palomino Pointe complex is comprised of 72 individual buildings containing 4 units each. The Common Area includes all front yards, all back yards, all side yards, all parking spaces, all driveways and streets inside the fence including the perimeter wall and fence, the pool, the pool area, the mail box area and the office. The Common Area is owned jointly by all the owners of the individual buildings and is hereby known as The Association.
2. **MAINTENANCE OF COMMON AREA.** The Association is responsible for such maintenance items as watering and mowing of lawn areas, trimming of trees and shrubs, refuse service, repair of the asphalt in the driveways and parking areas, as well as carport lighting.

3. **USE OF THE COMMON AREA.** No owner or tenant may alter the landscape in any part of the Common Area or erect any fencing or patio enclosure without prior written approval of the Board of Directors or Architectural Committee. Each owner or tenant should be concerned with the appearance of the Common Area near and adjacent to his/her residence. The Common Area is not to be used as a gathering place for parties. Yard sales are not allowed in the Common Area. Fires in the Common Area are strictly prohibited by the CC&Rs and by state law.
4. **DAMAGE TO COMMON AREA PROPERTY.** The Association may assess any tenant and/or owner for the costs to repair damage to or clean up the Common Area Property caused by the owner, the tenant, his family, or any guests. Such damages include, but are not limited to, damage to landscaping, trees, carports, walls, fences, gazebos, the pool, pool equipment, pool furniture, sprinkler systems, sidewalks, asphalt, etc.
5. **PARKING AND PARKING SPACES.** Each unit is allotted one (1) assigned parking space in front of or near to their unit. Additional parking for more vehicles and for guests is provided in uncovered parking spaces. All vehicles must be pulled forward so that licenses can be seen from the driveways. **No vehicle may be double parked, parked in any gravel areas, grass areas, trailer area or backed into spaces. No overnight parking allowed in front of the Clubhouse.** All parked vehicles are to be properly licensed with current tags, operable, and properly muffled. Inoperable or improperly parked vehicles will be tagged and towed at the owner's expense. Vehicles not removed or relocated will be towed away and stored at the owner's expense. **Tenants may park no more than two (2) vehicles per residence on the property and require Parking Permits. (See attached Parking Permit form).** Any second vehicle must be parked in an unassigned parking space. Arrangements for parking additional vehicles elsewhere are the resident's responsibility. **Visitor parking allowed only in designated spaces at the clubhouse.** Residents are not allowed to park in Visitor Parking. Any resident noted parking in Visitor Parking spaces will be subject to tow at the owner's expense.
6. **PROHIBITED VEHICLES.** No part of the Common Area may, without prior written permission of the Board of Directors or the Association Manager, be used for parking or storage of any: (a) motor home; (b) camping, boat or hauling trailer; (c) boat; (d) truck larger than 3/4 ton in size; or (e) inoperable or unregistered vehicle. Any prohibited vehicle may be towed and stored at the owner's expense after being tagged with notice of intent to tow.
7. **MOTORCYCLE PARKING.** Motorcycles may be parked only in spaces otherwise used for cars or light trucks, with no more than three (3) per space. Motorcycles may not be attached to railings, mailboxes or posts.
8. **TRAILER PARKING.** Trailers will **only** be allowed to park along the south wall of the complex in the unassigned parking spaces. All trailers must be able to fit in the parking space. **NO OVERSIZED TRAILERS ALLOWED.** Oversized trailers will be subject to tag and tow.
9. **SPEED LIMIT AND VEHICLE NOISE.** The maximum speed limit for any vehicle in the driveways and parking areas of the complex is **10 miles per hour**. This limit applies to all modes of transportation including cars, trucks, motorcycles, bicycles, etc. No loud motor noises or exhibitions of rapid acceleration are permitted in the Palomino Pointe complex.

10. **VEHICLE MAINTENANCE.** No part of the Common Area may be used as an area for washing, repairing or maintaining any kind of vehicle or mode of transportation.
11. **BICYCLES AND OTHER NON-MOTORIZED VEHICLES.** The Association has provided a bicycle rack for storage of bicycles. When not in use, bicycles should be placed in the bicycle rack or in the unit of the bicycle owner or on the patio of the unit. The Association is not responsible for the loss of any bicycle placed in the bicycle rack or left on any Common Area. Bicycles, tricycles, scooters, skateboards, roller skates, other non-motorized vehicles and/or wheeled tools are not to be ridden in traffic lanes or parked on the sidewalks and entry-ways. No roller skating is permitted in the complex.
12. **REFUSE AND GARBAGE.** Trash and garbage needs to be placed in plastic sacks and then placed inside a dumpster provided by The Association. Cardboard boxes and any large item should be broken down prior to disposal. The dumpster covers should be closed except when trash is being added to them. Hazardous materials including car batteries, computers, paint, tires, screens and monitors, oil products, etc may not be placed in the dumpsters. Mattresses, furniture, building materials, or appliances may not be placed in or around the dumpsters or left in any part of the Common Area. Dumpsters are not to be used for remodeling trash. The Association has the right to charge the homeowner for cleanup of trash and/or debris left in the Common Area.
13. **OTHER COMMON AREA STORAGE.** The Common Area may not be used for storage of personal items of any kind except as provided for in the above paragraphs for Parking and Parking Spaces for motor vehicles, Motorcycles and Bicycles.
14. **PETS.** Pet owners (residents) may have no more than one (1) Cat and one (1) Dog that is **not more than 20 pounds in weight**. Dog breeds **strictly** prohibited are: **Rottweiler, German Shepherd, Chow, Doberman, Pitt Bull** and any other dog that may be added to the list in the future. All dogs and cats must be licensed and the owner (licensee) warrants that his/her pet is safe. All cats must be inside cats only. A fish tank, up to two (2) Birds, or small turtles in reasonable numbers may be allowed if permitted by the property manager. No rodent, reptile, snake, critter, or other animal that is not specified herein is permitted. Owner/Tenant(s) hereby warrants that his/her pet has never attacked, bitten, or injured another person, nor has the pet ever exhibited vicious or violent tendencies. Owner/Tenant(s) understands that he/she is responsible for any and all damages, in-cluding, but not limited to, injuries caused to anyone or anything and costs for clean-up caused by the pet(s) in or to the complex Common Areas or to the apartment. Further, Owner/Tenant hereby indemnifies and holds Landlord/ Owner/ Manager/ Association harmless for, from, and against any and all claims arising because of the pet(s).
15. **CLOTHESLINES OR DRYING OF CLOTHES.** Exterior Clotheslines are not permitted in the complex such that they can be seen from any Common Area. It is not permitted to have clothes, blankets or rugs hung over balcony railings or fences to dry.
16. **OBNOXIOUS ACTIVITY.** No activities shall be allowed which constitute a nuisance as provided by law or that will detract from the residential value, reasonable enjoyment and quality of life for other residents or of other properties within the complex. Substance abuse and the sale of any drug is strictly prohibited and shall be reported to legal authorities.

17. **MONITORING OF COMMON AREA.** Bicycles, scooters, skateboards, toys, garbage bags, and other personal items may not be placed in such a manner as to impede the flow of traffic in the driveways and parking areas. All such personal items must be collected and placed in residential units within a few hours of use, and may never be left out at night. The Association has the right to collect and dispose of any personal items left in the Common Area and charge back the homeowner. No one is allowed to swing on, hang from or climb any tree, the soccer goals, fence, gate or wall. No pedestrian is permitted to use the drive gate to enter or exit from the property. Several gates are available to enter and exit the complex and must be used by pedestrians at all times.
18. **INVESTIGATION OF COMPLAINTS.** The Board of Directors and the Association Manager reserves the right to investigate any complaint lodged to them, to the Phoenix Police Department, the Health Department, the Fire Department or any other authority for any issue that affects the Rules and Regulations and/or the complex.
19. **WINDOW COVERINGS.** Newspaper, foil, sheets, or any other makeshift window coverings may not be used as window coverings or shades. No decoration or signs may be placed on or in windows or doors, except reasonably acceptable seasonal decorations.
20. **HOLIDAY DECORATIONS.** Holiday decorations may be displayed 14 days prior to a holiday and must be removed no later than 14 days after the holiday.
21. **WINDOW SCREENS.** Each operable window or patio door in every unit equipped with a screen must be maintained in good condition. In the event of a screen deficiency (screen is broken, ripped, torn or has holes in it) it is to be removed or replaced.
22. **STORAGE ON PATIOS AND BALCONIES.** Balconies and patios are to be maintained in a neat and tidy condition at all times. This means that **only** patio furniture, plants, flowers and bicycles are allowed to be kept on them. They are to be swept clean and no garbage or storage of any other items (including indoor furniture, games, auto parts, tools, appliances, bags of cans, dog crates, etc) is permitted.
23. **COMPLAINTS AND REPORTS.** Any issue, problem or broken items need to be reported to the Association's Management as soon as possible. Issues such as damage to the clubhouse or pool area, fallen tree branches, other residents driving on rock areas or anything that can become a hazard or safety problem and needs to be addressed promptly. Drug use and the sale of Drugs are strictly prohibited. We ask all residents help us make this complex and community a safe and pleasant place to live by reporting unlawful activity to Police.
24. **SWIMMING POOL.** The pool is for the exclusive use of the Residents of the Palomino Pointe complex and their children. Residents may invite guests, but must accompany their guests at the pool. All other persons will be considered trespassers and shall be dealt with accordingly. **SWIM AT YOUR OWN RISK! No lifeguard is on duty.** Neither the Association, the Board of Directors, nor the Association Manager is responsible for any accidents or injuries. These Rules and Regulations are for the protection of all residents and to prevent any possible accidents and damage to the pool area. All Tenants must sign the attached Addendum A (Pool Rules) in addition to these Rules and Regulations at the same time that the rental lease is signed.

ENFORCEMENT

All owners or designated agents (Property Managers) are responsible to ensure all new tenants have a copy of the Rules and Regulations. The Board of Directors shall have the authority, per the Bylaws and CC&Rs, to enforce the Rules and Regulations, including the levying of fines for any infraction or violation of these Rules and Regulations. If an owner or designated agent is not addressing complaints and taking action to correct the problem within the time frame allotted, the Board of Directors can take appropriate action. Infractions or illegal activities will be reported to the proper authorities and may result in immediate eviction proceedings. All residents are responsible for the behavior of themselves, their children and their guests; and any damages or disturbances caused by them!

These Rules and Regulations were adopted by the Board of Directors of the Palomino Pointe Homeowners Association on April 27, 2015. These Rules and Regulations supersede any preceding document:

Owners, Tenants, Property Managers (or other designated agents) hereby agree to abide by these Rules and Regulations. These Rules and Regulations shall be a part of any lease agreed to by any tenant. If these Rules and Regulations are violated by said tenant, fines may be assessed.

Tenant

Owner or Property Manager

Tenant

Date

**Palomino Pointe
Homeowners Association**

Palomino Pointe - Parking Regulations/Permit Sheet

Tenant name _____ Address _____

Tenant name _____ Unit# _____, Phoenix, AZ 85032

Phone #(s) _____

Vehicle license plate # _____ Year & Make _____ Color _____

Vehicle license plate # _____ Year & Make _____ Color _____

Space # _____ Assigned tag(s) _____

Each tenant will be assigned a covered parking space, one per unit. Please do not park in any other numbered or covered space, or your vehicle may be towed. Tenants must place an assigned *Parking Tag* on the top right corner of the back window of your vehicle and it must be clearly visible. Tenants & Guests must always pull in forward into parking spaces, rear end parking is not permitted. Any vehicle parked in a numbered assigned space that does not belong there, may be towed with- out notice. Any vehicle parked in an assigned space or a visitor parking spot without a *Parking Tag* or a *Temporary Parking Pass* may be towed without notice.

If you have more than one vehicle, each vehicle must display a *Parking Tag (provided by your landlord)* or must display a *Temporary Parking Pass* that can be obtained at the front office. All of your guests with vehicles need to come to the office for a *Temporary Parking Pass*. All parking spots that are not numbered are considered Visitor Parking spots and may be used on a first come first served basis. There is no driving or parking allowed anywhere that is not paved, especially not in the rocks (gravel), the grass, fire lanes, or in front of the gates.

All vehicles must be operational, licensed and registered in accordance with all Arizona and City of Phoenix laws. Maintenance, repair work and car washing are not permitted in any of the parking spots or on the grounds of Palomino Pointe; a fine of \$100.00 may be assessed for any violations of this rule. Any vehicle parked on the gravel, grass or any other unpaved area or any red zone. may be towed immediately without notice, whether they have a *Parking Tag/ Temporary Pass* or not.

If you find that someone has parked a vehicle in your assigned space, please come to the office during business hours so that we can resolve the problem. Please note the make, model, color, license plate number and the space number when you come to the office. If someone is parked in a "handicapped" (blue) parking space and the vehicle does not have handicap plates or tags, please inform the office as soon as possible. If you suspect or find that your vehicle is towed, you may call ~~Maverick Recovery at 602-829-0000~~ for more information.
Kwik Tow 623-444-1020

