

**SPRINGTREE HOMEOWNER'S ASSOCIATION
TEMPE, AZ**

RULES AND REGULATIONS

ADOPTED 2002

The following Regulations clarify and are in addition to the governing Springtree Covenants, Codes and Restrictions, Bylaws, Articles of Incorporation and other rules. They are intended to promote the quality of life in the neighborhood to be of benefit to homeowners and tenants alike, maintain and increase property values, and provide homeowners guidance to minimize misunderstandings over the Rules. These are guidelines for good community relations. Your cooperation is essential because we do not have a rule for every occasion.

Homeowners have been provided with copies of the Covenants, Conditions, and Restrictions (CC&R's) and the By-Laws of the Owners Association. We urge you to read these documents because they set forth in a complete and detailed form the rights, duties, and obligations of each resident. The following rules supplement clearly defines portions of the CC&R's and By-Laws.

The Board of Directors is a legal body duly elected to represent the Association and whose authority shall be final in the matters of the Association. **These rules and regulation are subject to change by the board of Directors.**

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I. USE AND OCCUPANCY

A. **RENTERS-** See section

B. **ANENNAS/SATELLITE DISHES AND CABLES-** see section

C. **IMPROVEMENTS AND ALTERATIONS**

No structural alterations, additions or improvements to any unit are allowed.

D. GARBAGE

1. No garbage or trash is to be placed or kept on outside property (including patios) except in covered containers approved by the board.
2. All trash must be placed directly in dumpsters when disposing.
3. Contact the manager for large garbage pick-ups such as hot water tanks.
4. Trashcan by mailboxes is exclusively for junk mail.
5. Paper recycling is located in SW corner. Acceptable items include office paper, magazines, newspapers, catalogs and phone books.

E. MACHINERY AND EQUIPMENT

No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to the condominium except machinery or equipment as it usual and customary in use of maintenance to the building.

F. OCCUPANCY VERIFICATION

1. All rental units are required to fill out a new occupancy verification form in January of each year or within 10 days of new renters are leasing.
2. Owners living on property encouraged to fill out a new occupancy verification form each year to maintain our records.
3. Contact the Springtree manager to obtain a packet.

II. EXTERIOR AND PATIO

In accordance with the governing Covenants, Codes and Restrictions, any improvement or modifications "Visible from Neighboring Property" must be pre-approved by the Board of Directors and may require an Architectural Variance.

A. ORNAMENTAL ITEMS

1. Patio Perimeter Walls-No items are allowed outside of the interior walls (including windowsills).
2. All items on patio must be kept in good and orderly condition.
3. No clotheslines or drying facilities are allowed on patio.
4. No trash storage on the patio is allowed.
5. Holiday Decorations-Decorations are allowed to be up 6 weeks prior to the holiday and 3 weeks post or deemed appropriate by the Board of Directors.
6. Flags
 - a. Architectural variance approval is needed for any flag displayed for more than one week. The type of flag, size, location and type of mounting need to be discussed on the application.
 - b. American flags should be displayed according to Federal Flag Code (Public Law 94-344) in order to emphasize rules and customs pertaining to use of the Flag of the United States of America.

B. SECURITY DOORS

Security doors must be constructed of wrought iron and painted either (1) the same color as the unit or (2) the same color as the window frames.

C. WINDOW COVERINGS (OUTSIDE FACING)

1. All window coverings must be either white or off-white. Window coverings must be made exclusively made for covering windows. No bed sheets, blankets, etc. are allowed.
2. They must be kept in good condition.
3. Reflective material is not allowed for any outside facing windows or doors.
4. Any variance must be submitted for approval.

D. TREES, PLANTS AND BUSHES

1. Personal trees, plants and bushes inside the patio need to be properly maintained to present a neat and clean appearance, free of trash and weeds, so as to avoid any unsightly conditions. Dead plants need to be promptly removed.
2. Residents with personal trees, plants and bushes within their patio need to be responsible for keeping them trimmed. Plants should be trimmed away from the building.

E. ENTRANCE AREAS

1. Residents must keep entrance area (including stairway) free of debris and other hazards.
2. Residents must maintain their gate and doors (including storage doors)

F. BALCONIES AND LANDINGS (DECKS) (adopted July 19, 2004)

1. Balconies and landings (decks) are restricted common elements (see CC&R's Article I, Section 1.25 ; Article II, Section 2.6; and Article V, Section 5.1)) Each owner shall be responsible for the maintenance and repair of the restricted common elements to which he has the right of exclusive use. The protective coatings to the landings and balconies (decks) need to be maintained by the individual unit owners as well as careful choice of times placed upon the flooring.
2. Upkeep of balconies and landings (decks)
 - a. Balconies and landings (decks) are to be kept clean and in good repair.
 - b. They are not to be used as storage.
 - c. Protective coating over the structural portion must be maintained. (Contact manager for information on updated products).
 - d. Items trapping any water (including, but not limited to, carpets, turfs, straw mats, leaves and planters) are not to be placed on the flooring.
 - e. Sharp items (including, but not limited to, grills and metal furniture) are not to be placed on the flooring since they compromise the coating.
3. If the structure becomes damaged due to the lack of maintaining the coating or items (sharp or trapping moisture) placed on the flooring, the Association will not bear the responsibility for the repair of the structural damage. If proper maintenance of the balconies/landings (decks) is not kept, the individual unit owner will be responsible for the cost of replacing the structural damage.

III. SIGNS

1. No signs (including "For Sale" or "For Rent" signs) other than a name and address sign not exceeding 19" x 30." This size shall be permitted on the exterior of any unit or building or any other portion of the condominium without the written approval of the Architectural Committee.
2. Open House, For Rent/Lease or For Sale Signs-One sign is allowed per frontage of unit or street. The times allowed are from dawn to dusk. The number of signs for an open house is limited to four (4) to be placed on the unit, Broadway, Elm St, and to point to unit at curve of parking lot.
3. Reader Board (Bulletin board located under mailboxes)-One sign per unit is allowed on the reader board, size is dependent upon availability.
4. Other signs need board approval. Reason/event of the sign, size, date, location, and length of duration need to be discussed on architectural variance application. One sign total is allowed per frontage of unit or street.

IV ANIMALS

1. Only domestic household pets are allowed. They may not be kept, bred or maintained thereon for commercial purposes, or in unreasonable numbers.
2. Dogs when outside of their unit, must be kept on a 6 foot leash under the control of the owner at all times.
3. Persons walking pets in the common area must promptly clean up waste left by the pet anywhere on property. Defecation must be placed in a sealed bag before putting in the dumpster. This is consistent with Tempe City Code 6-31.
4. All pets must be properly licensed and tagged.
5. Roaming cats must be spayed or neutered.
6. All pet food dishes must be kept inside. Exception: Water dishes are allowed inside the patio walls.
7. The pet owner is responsible for any damage to the common elements caused or attributable to their pets.
8. NO pet will be allowed to make an unreasonable amount of noise, smell or nuisance.
9. No household pets may be kept on property, which result in an annoyance to or which are obnoxious to Owners or Occupants of neighboring properties.

V. POOL AND SPA

A. RULES AS POSTED ON GATE

1. No Pets (Health Department Regulation)
2. Quiet hours from 10pm-6am
3. Private Pool- Residents Only
Please Report Trespassers to Tempe Police 731-8311
4. Please keep gate locked.
5. No Glass in pool area

B. RULES AS POSTED INSIDE POOL

- The Springtree recreational facilities and pool area are reserved for the exclusive use and enjoyment of residents and their guests.
- There is "No Life Guard on Duty." Swim at your own risk.
- Children under age 14 must be accompanied by an adult
- For your safety, no glass containers will be allowed in the pool area.
- Please remove all suntan oil before you enter the pool.
- Your Association reserves the right to refuse use of Recreational Facilities and Pool to anyone.
- Children under age 18 will not be allowed to use the Jacuzzi.
- Caution shallow water, No diving.

C. ADDITIONAL POOL RULES

1. No running, jumping, diving, "undue splashing" or horseplay.
2. No offensive language, actions or music. The music needs to be acceptable to all occupants of the pool and surrounding areas.
3. The pool is open 24 hours a day. In using the pool, however, there should be no loud noise such as would disturb neighboring residents from the hours of 10p.m. and 6a.m.
4. Noise levels must be kept at reasonable levels. Headphones are encouraged for audio devices or must be kept at a low volume.
5. Proper swimming attire is required.
6. No legally intoxicated person or any person having an infectious disease is allowed in the pool area.
7. Clean up after yourself. Trash in the trash receptacles.
8. Jacuzzi must be turned off after each use
9. Only residents, and guests (limit of four guests per host unit at any time) accompanied by a resident are allowed. The resident host is responsible for the observance by his/her guests of all the rules pertaining to the use of the pool area.
10. Additional \$50 fee for any lost pool key.

VI. NOISE AND NUISANCES

1. No nuisance shall be permitted to exist on the property nor any activity that is offensive or detrimental to any portion of the condominium, owners or occupants. No exterior speakers, horns, etc. except for security or other emergency devices used for those purposes is permitted. The board shall have the right to determine whether any particular activity is in violation of this section. This is consistent with Tempe's disorderly conduct (A.R.S. 13-2904)
2. Quiet Hours are from 10pm to 7am.
3. City of Tempe defines a large party as a party, gathering or event of five (5) or more persons who have assembled or are assembling for a social activity or a special occasion.(Ordinance 94.29)
4. City of Tempe's noise ordinance (2000.01) prohibits unnecessary, excessive and annoying noises from all sources that are detrimental to the health and welfare of the citizenry and in the public interests.
5. Report violations to both manager and Tempe Police (480) 350-8311

VII. VEHICLES

1. Each unit is assigned one covered space and one uncovered space for use of self and guests.
2. Guests must park in un-numbered spaces or on the street or they will be subject to towing without further notice.
3. No parking is allowed to obstruct the entrance driveways, fire-lanes or other traffic.
4. No commercial or maintenance vehicles, trailers, campers, motor homes, boat or similar recreational equipment may park on the premises.
5. Drive carefully at approximately 15mph speed limit in parking lot.
6. Vehicle must be currently and properly tagged.
7. Inoperable or abandoned vehicles are not allowed on the property.
8. NO maintenance, reconstruction, or repairs of vehicles are allowed on property, unless approved by the board.
9. Residents are responsible for cleaning up oil stains on their covered and uncovered spaces.
10. Towing
 - a. Manger may tow car to expedite any repair, emergency or abandoned vehicle. Owner is responsible for towing and reclamation fees.
 - b. Personal resident may authorize to tow violators from their own spot (covered and uncovered). Resident must show proof of residency and sign a written authorization form in order to legally tow a car from their assigned parking space. Vehicle owner is responsible for towing and reclamation fees.

VIII. VANDALISM AND ASSOCIATION LAND

1. No person shall have any right of exclusive access to Association Land.
2. The use of all or any part of the Association Land, including without limitation any landscaped areas owned/maintained by the Association, shall be at the user's own risk. The Association will not be responsible or liable for any loss, damage or injury to any person, Member, guest or property.
3. Members shall be responsible for the conduct of their guests, children and tenants, and shall be liable for any damages the guests, children or tenants may cause to the Association Land or the Association.
4. There may be a fine to any homeowner for any identified vandalism plus cost of any damages to any common areas of Springtree by homeowner or homeowners' guest

IX. RENTAL RESTRICTIONS

As a request by Tempe Police Department, we are part of a crime-free multi-housing program for condominiums. It is intended to foster healthy and safe neighborhoods by reducing drug dealing and other illegal activity.

A. RENTAL REQUIREMENTS FOR PROPERTY OWNERS

1. Lease terms for all rental properties must be a minimum of six (6) month periods(for initial term and at least 30 days thereafter).
2. Owners must supply a copy of the CC&R's and Rules and Regulations and a current Arizona Residential Landlord and Tenant Act to their tenants.
3. In accordance with state and county laws, owners must register rental property with the Maricopa County's Assessor's Office.
4. All renters and all occupants must sign the Crime Free Drug Free Lease Addendum and a lease agreement, which includes terms and length of lease.
5. Owners must serve non-compliance notice, or evict tenant for criminal activity or other violations of the lease agreement or Arizona Landlord and Tenant Act.
6. Reference Springtree rental pamphlet for more suggestions. To obtain a packet, contact the Springtree manager.

B. PROPERTY OWNERS PROVIDE SPRINGTREE MANAGER WITH...

1. Occupancy verification form with tenant names and vehicle information.
2. Copy of signed Crime Free Drug free Lease Addendum
3. Optional copy of lease.

X. ANTENNAS/SATELLITES AND CABLE

- A. Except for lines, wires and devices existing on the Condominium and maintenance and replacement of same, 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 unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee.
- B. The Telecommunications Act of 1996 preempts certain association restrictions on Satellite Dishes that are one meter (939.37 inches) or less in diameter. This type of Satellite Dish can't be prohibited, but specific restrictions on location and installation requirements can be required.
- C. It is essential that the installation within the community of all transmission/reception devices be monitored and controlled by the Association to eliminate or minimize the visibility of such devices from all areas within the community.
- D. Antennas one meter or less in diameter or diagonal measurement which are designed for over-the-air reception of signals from direct broadcast satellites (DBC), multi-channel multi-point distribution (wireless cable) providers (MMDS) or television broadcast stations (TVBS), together with their associated mounting hardware and mast, if applicable (an "Antenna System") and which are placed, installed or kept on a lot must comply with the following restrictions, unless the particular restriction would impair the user's ability to receive signals from a provider of DBS, MMDS or TVBS (a "Provider"):
 - 1. An Antenna System must be placed on the lot in such a manner as to not be visible from any other lot, the common area or any street.
 - a. Board recommends center of roof by the air conditioning units when applying for architectural variance.
 - 2. If an Antenna System cannot be placed on the lot in such a manner as not to be visible from any other lot, the common areas or any street without impairing the users ability to receive signals from a Provider, an Antenna System must be screened by landscaping or by some other means so that it is not visible from any other lot, the common area or any street, unless screening would impair the user's ability to receive signals from a Provider, in which case an Antenna System must be screened by landscaping or by some other means to reduce the greatest extent possible its visibility from other lots, the common area or streets without impairing the user's ability to receive signals from a Provider.

ANTENNAS/SATELLITES AND CABLE continued

3. If no other location is available without impairing the user's ability to receive signals from a Provider and an Antenna System must be mounted on a building or other structure and is visible from any other lot, the common area or any street, the Antenna System must be painted a color which will blend into the background against which the Antenna System is mounted.
 4. Antenna Systems designed to receive video program services from MMDS or TVBS which require masts to receive an acceptable signal must be mounted on masts which do not exceed twelve (12") in height above the roofline, provided that no mast shall be higher than the height necessary to establish line of sight contact with the transmitter.
- E. A restriction contained in the section shall be deemed to impair the user's ability to receive signals from a Provider if compliance with the restriction would reasonable delay or prevent installation, maintenance or use of an Antenna System, unreasonably increase the cost of installation, maintenance or use of an Antenna System or preclude reception of an acceptable quality signal.
- F. No dish which exceeds one meter in diameter or diagonal measurement, or any television or radio antenna on any mast which exceeds twelve (12") inches in height above the roofline may be placed, installed, constructed or kept on any lot without the prior written approval of the Architectural and Landscaping Committees.
- G. Owners are responsible for full clean-up and any possible repairs after installation

XI. ROOF ACCESS (adopted March 22, 2004)

- A. The roof is a restricted association area (see CC&R's Article 11, Section 2.3). If there is any emergency (not to include a home inspection, termite inspection, roof repair, air conditioning repair), the management company must be notified and proper access must be adhered to.
1. Satellites and any antennas mounted on the roof are prohibited.
 2. Contact the management company for proper access or roof questions.
 3. There will be no waiver (written, assumed or verbal) releasing the Association of any damage. The unit homeowners and the inspector/company that any homeowner has hired are responsible for any and all damages, even if damages are discovered any time period thereafter.
 4. Under no circumstances are old AC units to be left on the roof.
- B. An immediate fine of \$250 will be assessed to the homeowner for any unauthorized access

add transfer fee

XII. ASSESSMENTS

- A. The Association shall collect monthly assessments to pay for regular and long term up-keep.
- B. The monthly assessment shall be due and payable (check, money order, cashier's check or sure pay) on the first day of each month. If full payment is not received by the 15th day of the month, then the unpaid Assessment shall bear a late charge of \$15. A lien may be applied to the account for excessive delinquencies.
- C. If the check does not have sufficient funds, a "returned check charge fee" will be charged.
- D. In accordance with the Rules and Regulation or any policy adopted by the Board, the Association shall have the power to levy reasonable fines against the Owner who violates any provision of the Association documents.
- E. All rights and remedies of the Association are cumulative and not exclusive, and the Association shall have all rights and remedies which may be available to it under these Rules, the By-laws, Covenants, Conditions and Restrictions (CC&R's), and any other applicable documents and applicable law.

XIV. FIRE REGULATIONS (adopted April 19, 2004)

1. Use of fire shall be in compliance with the current Tempe Uniform Fire Code. Among its provisions, the code requires that use of an "approved burning appliance" (including, but not limited to, BBQs, propane heaters, and chimineas) must be done 15 feet from any structure.
2. Owners using any type of fire shall have a portable fire extinguisher in their unit.
3. No open flames or open burning is permitted.