

**Sunland Springs Village
Golf Condominium Association**

doing business as

SSV Four Peaks Golf HOA

Rules and Regulations

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Article 1 – INTRODUCTION

1.1 Definitions of Spaces

1.1.1 Common Elements. Defined in the Conditions, Covenants, and Restrictions (CC&Rs) in Section 1.2.9. These are outdoor areas owned by the entire Association. Examples include the back sidewalks and all grounds beyond those sidewalks, areas between and in front of the buildings, the private street in front of the Units, and all roof areas. The Common Elements are to be enjoyed by all residents, and they are controlled by the Board of Directors with consideration given to the needs and welfare of all Owners. Monthly dues paid by each Owner are used by the Board to maintain the Common Elements.

1.1.2 Limited Common Elements. These are outdoor areas owned by the Association but allocated for the exclusive use of one or more but fewer than all of the Units as defined in the CC&Rs in Section 1.2.25. Examples include individual driveways, front patios, and the space between the back sidewalk and the rear patio if pavers have been installed. Each Owner is financially responsible for the maintenance and appearance of a Limited Common Element under their control as described in the CC&Rs in Sections 3.9.5, 5.2, and 5.4.

1.1.3 Underground water pipes. The Owner of a Unit is responsible for the cost of maintenance and repair of the above-ground domestic water line leading into their Unit and all attachments thereon. If pavers have been installed in the rear of the Unit, then the Owner is also responsible for the cost of maintenance and repair of the modified irrigation pipe below the pavers as discussed in Section 4.1.4 and Section 4.29.7. The HOA is responsible for the cost of maintenance and repair of all other underground water pipes, and the above ground irrigation system backflow preventers.

1.1.4 Underground sewer pipes. The Owner of a Unit is responsible for the cost of maintenance and repair of the sanitary sewer pipes under the Unit footprint including the front patio, and all internal sewer vent pipes through the roof together with all attachments thereon.

1.1.5 Soil Excavation. All soil excavation done on Common Elements and Limited Common Elements must be initiated and supervised by at least one member of the Board. This includes soil excavation done for the repair of irrigation and domestic water pipes and for the planting and removal of shrubs and trees.

1.1.6 Owners' Residence. Owners are financially responsible for every component of the indoor area used exclusively for their use. Examples include all internal spaces within a Unit, including the garage and every component of an air-conditioning unit regardless of where it is located, the electrical system in its entirety, all communications cables, the Unit insulation, the sheetrock, the internal framing, and the flooring, as well as all the domestic water plumbing and the sanitary sewer plumbing components.

1.2 Important Documents

1.2.1 Every Owner is given copies of 4 important Condominium Documents; (1) the Articles of Incorporation, (2) the By-Laws, (3) the Condominium Declarations referred to as the Conditions, Covenants, and Restrictions (CC&Rs), and (4) the Rules and Regulations.

1.2.2 An Owner will also receive a "Disclosure Statement" that might include all changes to the Unit granted by the Board of Directors to a previous Owner. The Board requires that previous Owner and all future Owners accept financial responsibility for the maintenance of those items as discussed in Section 4.1.4. Examples include:

Solar Tubes and Roof Vents - If the Unit has solar tubes or roof vents installed by a previous Owner, any leaks or damage caused by these roof penetrations is the current Owner's responsibility for repair and maintenance as described in Section 4.24.4.

Satellite Dishes - If the Unit has a satellite dish, it is the responsibility of the seller to remove the dish as described in Section 4.8.4. If the dish is not removed by the seller, it then becomes the responsibility of the buyer to remove the dish. If the new Owner requests approval from the Board of Directors to install a new dish, the new Owner must follow the requirements of Section 4.8.

Pavers Behind Back Patio - If the Unit has pavers installed, it is the current Owner's responsibility to repair or replace the pavers and to repair or replace the modified irrigation pipes as described in Section 4.29.7.

Pergola - if the Unit has a pergola installed, it is the current Owner's responsibility to maintain the pergola in good order or to have the pergola removed.

1.3 Important Terms

1.3.1 **Home Owner's Association (HOA).** All Owners of the Sunland Springs Village Golf Condominium Association (dba SSV Four Peaks Golf HOA) are also members of the SSV Master HOA. The term "Association" used in these Rules and Regulations refers only to the SSV Four Peaks Golf HOA.

1.3.2 **Board of Directors.** The term "Board" used in these Rules and Regulations refers to the duly elected Board of Directors for the SSV Four Peaks Golf HOA.

1.3.3 **Management Company.** The Board will hire, work with, and if necessary fire a professional HOA management company.

1.3.4 Community Association Manager. The term “Manager” used in these Rules and Regulations refers to the person assigned by the management company as the primary contact person for the SSV Four Peaks Golf HOA.

1.4 Adherence to these Rules and Regulations

1.4.1 All restrictions placed on an Owner by the Condominium Documents, including these Rules and Regulations, also apply to the Renters and guests of an Owner. The Owner is responsible for the behavior of Renters and guests.

1.4.2 Violations of these Rules and Regulations will be treated as stated in “Article 5 – Violations and Penalty Schedule.”

Article 2 – GENERAL INFORMATION

2.1 Management of SSV Four Peaks Golf HOA

The Board selects a property management company, which in turn assigns an Association Manager to our HOA. The name, address, and phone number of the Manager will be made available to all Owners by the Board.

2.2 Association Board Meetings

Board meetings are scheduled regularly from October through April. Meeting notices are transmitted on www.ssvhoa.com, posted on the bulletin board by the mailboxes, and listed monthly in the SSV *Village Voice* newspaper.

2.3 Monthly Maintenance Fees

2.3.1 Once the Board approves the annual budget, a monthly maintenance fee will be levied on each Unit which may be paid in monthly installments.

2.3.2 All fees, including any outstanding assessments and fines, are due and payable on the first business day of the month. These payables become delinquent if not received on or before the

15th day of the month. If a check is returned, a charge of \$25 will be assessed. If the Association must initiate action to collect, the Owner will be responsible for all collection costs.

2.3.3 Checks should be made payable to SSV Four Peaks Golf HOA and mailed to the Management Company. Checks should include the Unit number for which payment is being made. Post-dated checks will not be accepted.

2.3.4 Monthly fees can be paid in advance for the current calendar year. These fees may not be paid beyond the current calendar year ending December 31, since these the fees may change annually.

2.4 Items Included in the Monthly Maintenance Fee

The following items are included in the monthly maintenance fee paid by each Owner:

- A. City of Mesa charges for domestic water, landscape water, sewer, and trash. Monday is the collection day for the blue recycling containers, and Thursday is the collection day for the black garbage containers.
- B. Exterior security lighting including the front patio light on the masonry post, the light over the garage door, and the rear walkway lights.
- C. Association insurance on the Common Elements and buildings on a guaranteed replacement cost basis. This policy does not cover window glass breakage, personal property of Owners or Renters, or any improvements made by an Owner after the original construction and purchase from the Developer.
- D. Building maintenance including building repairs, external painting, exterior pest control (see Section 4.22), and roof repair. This does not include air conditioner and heating maintenance or repair.
- E. Landscape maintenance including the upkeep of all Common Elements. This does not include approved plantings inside the back patio area of Model 1250 Units.

2.5 Fee Collection Procedures

2.5.1 If an Owner becomes delinquent for 15 days, a re-bill notice will be sent by the Manager to the address of record. A late payment penalty of \$15 and a re-bill fee of \$20 will be charged to the Owner by the Manager.

2.5.2 If an Owner becomes delinquent for a total of 30 days, a Demand Letter shall be mailed by the Manager by certified mail (return receipt required) and by regular mail to the Owner’s addresses of record. This Demand Letter will list the fees due, the late charges assessed, and the charge by the Manager for this mailing. This letter shall advise the Owner that payment in full is required in 30 days for the entire balance due to forestall further collection actions which may include the suspension of services.

2.5.3 If an Owner becomes delinquent for a total of 60 days, the Manager will take immediate action to check the Owner’s credit history to determine if the Owner is also delinquent on mortgage payments, property taxes, and Master HOA dues. If so, the Board shall be so notified without further delay. The Manager will prepare and record a Lien against the delinquent Owner and have such served by a Process Server.

2.5.4 Further Board action may be taken as authorized by paragraph 7.4.3 of the CC&Rs.

2.5.5 Failure by Owner to provide a current address to the Manager shall not constitute an excuse for delinquency or late payment penalties. It is the responsibility of the Owner to notify the Manager of any change of address.

Article 3 – EMERGENCY INFORMATION

3.1 Emergency Phone Numbers

The following phone numbers should be kept handy within each Unit for emergency services:

- A. Police, fire, and ambulance 911
- B. Police Department non-emergency (480) 644-2211
- C. SSV security patrol (5:15 PM – 5:15 AM) (602) 434-0940
- D. Salt River Project electric failure (480) 354-8758

3.2 Emergency Equipment

3.2.1 Fire extinguishers are located on the back exterior walls.

3.2.2 The main electrical disconnect and electric meter is located on the exterior walls between Buildings. A circuit breaker box is located inside each Unit.

3.2.3 A water shut off valve is located on the outside wall in the front of each Unit.

Article 4 – ARCHITECTURAL GUIDELINES

4.1 Requirement of the Architectural Change Form

No Owner may make or allow any changes to the Common Elements or the Limited Common Elements without prior written authorization from the Architectural Committee. In some cases these changes might also require the concurrence of the entire Board, such as any installation that requires a roof penetration. This written authorization is in the form of the Architectural Change Form which an Owner can pick up and drop off at the Master HOA Office. The Board has the authority to stop all work being performed by the Owner and/or contractor for which an application has not been approved, or that violates the conditions set forth on the Architectural Change Form.

4.1.2 Examples of changes to a Limited Common Element or to a portion of a Common Element that require an approved Architectural Change Form include:

- The addition of a solar tube (skylight) that penetrates the roof.
- The addition of an attic vent, either powered or passive, other than those originally installed by the builder.
- The permanent enclosure of the back patio to create what is commonly called an Arizona room. This requires a City of Mesa Building Permit submitted to the Board by a State licensed Construction Contractor.
- The addition of a pergola to cover an extended back porch.
- The addition of floor coatings and floor tiles to a front and/or back porch.
- The addition of a security door.
- The modification or addition of windows and/or window screens.
- The addition of a satellite dish.
- The addition of pavers or stepping stones.

4.1.3 Once the Architectural Change Form is approved and signed by the Board representative, it becomes a Permit, and a copy should be kept by the Owner. It will also become part of the Unit records maintained by the Management Company. The improvement itself will also become prima fascia evidence of the Permit.

4.1.4 Once the work has been completed, it is the responsibility of the current Owner and all future Owners to bear all costs required to maintain the improvement. Please see Article 5 of our CC&Rs, especially Section 5.2.

4.2 Clothing, Washing, and Unsightly Objects

Outside clothesline or other exterior devices for drying or airing clothes shall not be erected, placed, or maintained on any outdoor part of a Unit. The outdoor hanging of any other unsightly item is also prohibited. In addition, unsightly indoor items that can be seen from the street are also prohibited.

4.3 Animal Feeders

No animal or seed-type bird feeder is to be hung or placed in the front or rear of a Unit or its adjacent Common Elements. A single liquid-type hummingbird feeder may be hung in the rear patio area only, but cannot be hung in trees planted in the Common Elements. No feeders or feeding is permitted in any Common Element.

4.4 Outdoor Items in the Front of a Unit

4.4.1 A maximum combined total of three (3) figurines, flower pots, and planters may be placed on the front patio or on the adjacent wall of a Unit. Figurines are limited to 24 inches in height. Round pots are not to exceed 18 inches in diameter and 24 inches in height. Rectangular planters are limited to 24 inches long by 12 inches high.

4.4.2 No tree, whether a dwarf variety or otherwise, is to be grown in a planter placed on the front patio or adjacent wall.

4.4.3 A decorative plaque may be affixed to the wall within the covered entry way. It must not exceed 36 inches in either height, width, or diameter, or protrude more than 8 inches from the wall. It must have a Southwestern, Native American, or similar motif. It must be made of metal, wood, or terra cotta, and finished in either black, gold, silver, or pastel colors.

4.4.4 One decorative wreath or floral arrangement may be mounted on the outside of the front door. It must not exceed 30 inches in height, width, or diameter, or protrude more than 8 inches from the door. It must be well maintained and cannot be displayed in addition to a holiday wreath.

4.4.5 A maximum of four (4) chairs is permitted on the front patio, but not chaise lounges or umbrellas. A two-seat glider or a two-seat park-type bench may be substituted in place of two

(2) chairs. Furniture designed for indoor or camping use is not permitted. No furniture is to be placed in any Common Element.

4.4.6 United States and state flags may be displayed in front of a Unit. It is suggested that state flags be flown on appropriate state holidays. The flag on display can measure no larger than 4 x 6 feet. The display of multiple flags, regardless of size, on the front of a Unit is prohibited. Brackets for a flag may not be attached to the front of a Unit. A permanent flagpole or portable stand is not permitted except those installed in the manner of the Boy Scouts of America.

4.4.7 The display of any foreign, holiday, festive, or religious flag, or any type of banner or decorative windsock on the front of a Unit is prohibited.

4.4.8 Tables and chairs kept on the front porch of a Unit must be well-maintained.

4.4.9 Leave-a-note pads are permitted next to the front door in the entry way, but the size must not exceed 6 inches wide by 8 inches high.

4.4.10 A name sign, not to exceed 9 inches high and 17 inches long, is permitted near the front door. A sculptured stone name sign not to exceed 500 square inches in area is permitted on the front patio deck near the front door.

4.4.11 Hanging items are not permitted either in or on the front of a Unit.

4.4.12 Outdoor clocks, thermometers, and rain gauges are not permitted to be attached to the exterior front of a Unit.

4.4.13 Items other than those specified above are not permitted in the front of a Unit.

4.5 Outdoor Items in the Rear of a Unit

4.5.1 A maximum combined total of six (6) flower pots, planters, hanging flower baskets, windsocks, statues, and decorative plaques may be placed on the rear patio. Each object is restricted in size to the dimensions stipulated in Section 4.4.1. None of these objects is to be placed on a Common Element or on a Limited Common Element.

4.5.2 A maximum combined total of three (3) wall coverings may be displayed within the rear patio area. These include the items and dimensions described in Section 4.4.3 and western-style rugs, not to exceed 36 inches in any dimension.

4.5.3 No more than two (2) statues measuring 24 inches or less in height are permitted in the rear of a Unit. Three (3) hanging items, including windsocks and hummingbird feeders (see Section 4.5), can be hung within the inside of the rear patio roof provided any such item does not overhang the rear sidewalk.

4.5.4 The quantity of furniture placed on the rear patio must be in keeping with its overall dimensions.

4.5.5 A clock and/or thermometer may be attached to the wall within the rear patio area. Rain gauges are permitted within the rear patio or rear garden area only.

4.5.6 A single United States, state, holiday, or festive flag, not to exceed 3 x 5 feet, can be displayed on the rear patio. Brackets for a flag may not be attached to the back of a Unit. A permanent flagpole or portable stand is not permitted.

4.6 Outdoor Items Not Permitted or Permitted with Restrictions

4.6.1 The front and back patios cannot be used for storage, including those vehicles specified in Section 4.18.6.

4.6.2 Nothing of any type can be attached to the outside walls of a Unit except those items specifically listed in Section 4.4 for the front entryway and in Section 4.5 for the rear patio.

4.6.3 Wind chimes are not permitted anywhere on a Unit.

4.6.4 The placement of window boxes on any exterior window is prohibited.

4.6.5 No pictures or posters are to be displayed on the inside of any window visible to the outside.

4.6.6 If artificial flowers are used, they must be fade-proof and maintained to provide an aesthetically acceptable appearance. Live plants are also to be well maintained. Vegetable plants may not be grown in planters.

4.6.7 Display of soiled, faded, shabby, or torn flags is prohibited. Whenever displaying the flag of the United States or State of Arizona, they must be clean and free of any rips or tears.

4.6.8 The American flag may be hung on the inside of any window visible to the outside on the day of a recognized national holiday only and not on a permanent basis.

4.7 Holiday Decorations

4.7.1 The interior windows and the front and rear exterior of a Unit can be decorated during the Christmas season with miniature or standard size outdoor holiday lights, artificial or live garland, and/or wreaths. One (1) front exterior and one (1) front interior window wreath, not to exceed

24 inches in diameter, may be simultaneously displayed. In addition, it is permissible to place a small wreath or garland around the base of the light on the front patio wall.

4.7.2 Glass holiday ornaments and holiday cards may be displayed on the inside of windows as part of the holiday decorations.

4.7.3 No spotlights, regular size light bulbs, or party light bulbs, whether clear, white, or colored, are permitted for use in the front or along the sides of a Units.

4.7.4 No electric lights, wires, or any other holiday decorations are permitted to be hung or placed either on any trees, shrubs, or granite stone. Lights may be placed on top of the front patio wall only, and they may be hung from soffits and fascias.

4.7.5 The use of single strands of tinsel outdoors is prohibited.

4.7.6 Christmas decorations of any kind are not to be displayed prior to Thanksgiving and must be removed no later than January 15th.

4.7.7 Decorations for other holidays are permitted provided they conform to the restrictions in Sections 4.7.1 through 4.7.6. Such decorations may be displayed no sooner than fourteen (14) days prior to the holiday, and must be removed within three (3) days following the holiday.

4.8 Installation of Satellite Dishes and Phone/Internet Cables

4.8.1. Installation of a satellite dish is allowed provided that it is installed in accordance with FCC rules, and attached to the rear slope of the roof fascia in accordance with Section 4.8.2 below. This means that attachment of dish mounts on building sides, building front, or anywhere but the rear fascia is prohibited. In addition, Owners must complete and file an Architectural Change Form with the Board as a record of the installation and acknowledgement that upon moving or discontinuing service, the dish and cables will be removed and the fascia repaired and painted by the Owner at the Owner's expense. A fine of \$50.00 will be assessed for failure to submit an Architectural Change Form.

4.8.2. All cable wiring must enter the building only through the soffit at a point located either on the side or rear of the building, and any additional wiring needed to meet the Homeowner's needs must be placed within the unit building enclosure. Exterior cable wiring may be located only on the underside of the soffit as close as possible to the backside of the fascia on the rear or side of condo unit, and must be painted to match the soffit paint. **No penetrations of the Unit exterior wall for any type of wiring will be permitted.** Cable penetration through the soffit must be made through a hole no larger than required for the cable installation through the soffit, but in no circumstance through an existing screened soffit vent. After the cable is installed, any hole through the soffit shall be sealed and painted to match the soffit paint. No cable wiring may penetrate a fire wall between the units.

4.8.3. Attachment of the satellite dish structure must be made to the lower rear fascia with flush mount hardware of adequate size and strength to support the dish under wind loads typically encountered in Mesa, AZ. No stand-off blocking is allowed. All installation work must be done in a workman-like and neat manner.

4.8.4. Upon transfer of a condo with a satellite dish to a new Owner, the exterior portion of the dish and cables must be removed. In other words, there is no such thing as satellite dish "grandfather rights" when a condo is sold.

4.8.5. An Architectural Change Form is not required for the installation of new phone/Internet service. However, **drilling holes in an outside wall of a building for the installation of a satellite dish or phone/internet connection is prohibited.** Any building penetration for cable installation must be immediately removed by the Owner at the Owner's expense. In addition, the Owner will be subject to a fine of \$50 for each such violation.

4.9 Front and Rear Security Doors

4.9.1 Permission must be obtained from the Architectural Committee prior to the installation of a front or rear security door. The frame color of the security door must match the color of the inside door. The correct colors for a Designer Door brand door are Lava Rock for the front and Mushroom for the rear. Equivalent colors by other door manufacturers are acceptable. The color of the screen must be black.

4.9.2 The Architectural Committee may approve an alternate to a security door only on the rear patio provided the alternative is of high quality. For example, a storm door may be acceptable on the rear only. The alternative door must be steel or aluminum with colors of the door and frame matching the Designer Door color Mushroom. The screen color must be black.

4.10 Rear Patio Roll-Up Shutters, Sunscreens, and Pergolas

4.10.1 Permission to install protective screens around the rear patio area or sunscreens on exterior windows must be obtained from the Architectural Committee. Window sunscreens must be black in color. Rear patio screens or shades must be beige in color. Rear patio screens or shades must be installed on the inside of the patio roof supports. Attachment of patio screens or shades to a neighbor's structure is prohibited.

4.10.2 Permission to install roll-up security shutters around the rear patio area or on exterior windows must be obtained from the Architectural Committee. Roll-up security shutters are permitted on the rear and side windows only (not the front window) and must match the color of the stucco (beige). Roll-up security shutters for the rear patio may be installed either on the inside or outside of the beam. They must be beige in color. All roll-up shutters must be maintained in good condition.

4.10.3 Owners of Model 1200 Units who wish to install an "Alumawood Shade Structure" (or pergola of another manufacturer) must make application through the Architectural Committee. The color must be desert sand (or similar) to match the stucco. The structure is for shade only and must be open on the sides and top. The plan dimensions of the pergola can be no larger than 10 x 16 feet, with the long dimension parallel to the building ridgeline. Attachment of a pergola to a neighbor's structure is prohibited.

4.11 Window Coverings

4.11.1 Window blinds, draperies with white backing, shutters, or roll down shades are required on the inside of windows. Styrofoam, cardboard, bed sheets, and any reflective type coverings are not to be used in any window or door that is visible to the outside.

4.11.2 Roll-up security shutters are permitted on the rear and side windows only and must match the color of the stucco.

4.11.3 Window tinting and sunscreens are permitted provided they are professionally installed, and maintained free from rips and tears and other damage at the Owner's expense.

4.11.4 Window screen frames must match the color of the unit (beige), and the color of the screens must be black.

4.12 Garage Doors

4.12.1 Garage doors may be left open for limited personal activities. Otherwise, the door must be closed.

4.12.2 Exterior keypad openers for garage doors are permitted and should be mounted on the exterior garage doorframe.

4.13 Landscaping

4.13.1 Granite areas, grass, shrubs, and trees are all part of the Common Elements, and as such are subject to the maintenance policy established by the Board. Complaints regarding landscaping, including plants or trees that appear to be stressed, should be reported to the chairman of the Landscape Committee or to the Manager and not to the landscape contractor personnel.

4.13.2 Trees are removed, planted, and maintained by the landscape contractor at the direction of the Board. An Owner may make a written request to the Board to have a tree or shrub removed, including the reasons for the request. If the Owner would like the tree or shrub replaced, the species of the replacement must be part of the request. If the tree or shrub is between two adjacent Units, then the Owners of both units must sign the request. If the request is approved, the Board will obtain a bid from the landscape contractor to do the work. The bid will be sent to the Owner(s) for approval and full payment in advance to the Manager. Once full payment has been made, the Board will release the contract to the landscaper for implementation.

4.13.3 Tampering with or attempting to alter the irrigation system, which includes controllers and valves, is strictly prohibited, and may be construed as vandalism, depending on the circumstances involved.

4.13.4 No resident is permitted to plant anything whatsoever in any Common Element without written permission from the Board.

4.13.5 The Owner of a Model 1250 Unit must maintain any open area adjacent to the rear concrete patio. Such areas are to be kept weed free, and any planted flowers and/or shrubs are to be kept in good condition. Any plants left unattended for extended periods during the summer months and expected to die during the summer must be removed.

4.13.6 Owners of Model 1250 Units are permitted to grow climbing vines, such as bougainvillea, pyracantha, cat's claw, etc., in their rear garden areas. Shrubs are permitted but must be kept trimmed to a maximum of 72 inches in height and kept clear of adjacent walls. No trees will be permitted in this area.

4.14 Exterior Security Lighting

4.14.1 Exterior security lighting includes front patio lights on masonry posts, lights over garages, and rear walkway lights. Bulb replacement and repairs for these lights are done only by persons authorized by the Board.

4.14.2 Owners are requested to keep these 3 or 4 security lights clean and bug free and to report bulb burn-outs to a Board member.

4.14.3 The post lights and the rear walkway lights will be painted by the professional painter as part of the on-going Unit paint schedule. Owners are not to paint these lights.

4.15 Nuisances and Offensive Activity

4.15.1 No resident is permitted to engage in any activity that is offensive or detrimental to any other resident. Such activity may include, but not be limited to, loud radio, stereo, or television, outdoor partying after 10:00 PM, or any other activity that creates loud noises that infringe upon the quiet enjoyment of other residents.

4.15.2 Rollerblading, skate boarding, and bicycle riding on the rear sidewalk is prohibited.

4.16 Patio Ceilings

Front and rear patio ceilings are not to be hosed or washed down. Doing so may damage the drywall (sheetrock) material, and any damage caused by such action is the responsibility of the Owner to repair.

4.17 Patio Floor Coverings

Synthetic materials such as tile and concrete coatings may be used as a covering on the front and rear patio floors, but they must be water proof, mold proof, and resistant to fading, and they must be properly maintained. The sewer cleanout(s) on the front patio must be left accessible. Installation of synthetic floor coverings requires prior approval by the Architectural Committee. The Board may order the removal of any synthetic floor covering that has deteriorated or has not been approved by the Architectural Committee.

4.18 Building Changes

Construction of additional living areas under an existing rear patio roof is allowed provided that:

- A. All materials and construction techniques must be identical to that which was used in the original condominium construction, including block wall with stucco finish, metal clad door, aluminum frame windows, etc.
- B. Prior to construction, the Owner must submit an Architectural Change Form together with detailed plans to the Architectural Committee for approval.
- C. The Owner must ensure that a Building Permit is acquired per City of Mesa requirements.

- D. All work must be done by a contractor licensed in the State of Arizona with a license(s) appropriate for the type(s) of work to be done.
- E. The monthly assessment for any Unit adding additional living areas will be assessed at the next larger unit size.

4.19 Overnight Parking

4.19.1 For the purpose of this Section, a “vehicle” is defined as a car, truck, motor home, trailer, golf cart, or motorcycle.

4.19.2 The garage may not be altered in any way that would prevent the parking in the garage of two (2) vehicles as the garage was designed.

4.19.3 An Owner or Renter who owns more vehicles than can be parked overnight in the garage must make arrangements to park the additional vehicles in a location other than a Common Element (e.g., the private street) or a Limited Common Element (e.g., a driveway).

4.19.4 Overnight parking on the private street (a Common Element) is not permitted with the exception of motor homes and trailers that may be parked up to 48 hours on the private street, the same time limit allowed by the City of Mesa for parking on a public street.

4.19.5 Overnight parking or storage of bicycles, motorbikes, motorcycles, and golf carts on a front or rear patio is prohibited.

4.19.6 Each vehicle of a visiting guest may be parked in the driveway overnight for up to two (2) weeks in any given calendar year under the following conditions:

- A. The Owner can ask any member of the Board or the Manager for a Visitor Parking Permit. The Permit will be issued at no charge. It will specify the license number of the guest vehicle and the start and stop dates of the Permit.
- B. The Visitor Parking Permit must be displayed on the dashboard of the visiting vehicle.
- C. The visiting vehicle can only be parked overnight in the driveway of the Unit being visited and cannot be parked in other Unit driveways or on the private street.
- D. If additional parking time is required, arrangements must be made by the visitor to park in a location other than a Common Element or a Limited Common Element.

4.19.7 Violation of any portion of Section 4.19 will be treated as stated in “Article 5 – Violation Letters and Penalties”, up to and including vehicle towing as specified in Section 5.1.3(D).

4.20 Driving or Parking on Rock or Greenbelt Common Elements

4.20.1 Driving or parking of any vehicles, including motorbikes, motorcycles, bicycles, or golf carts on any rock or greenbelt Common Element is prohibited.

4.20.2 An Owner who engages the services of an outside contractor must prevent the contractor from violating Section 4.20.1. The contractor must not deposit any dirt or other debris on the granite or greenbelt Common Elements. The Owner is financially responsible for any damage done by their contractor to a Common Element or a Limited Common Element.

4.21 Driveways

4.21.1 Driveways must be kept clean and free of oil or other stains. The word "stains" used here does not include tire marks left by normal vehicle tires.

4.21.2 Driveway coating is prohibited as of February 21, 2019. Driveways coated before this date must be maintained in good condition by the current Owner.

4.21.3 Electric golf carts may be washed in the private street but not in Unit driveways.

4.21.4 Owners are responsible for maintenance of driveway expansion joints. The recommended products are 1/2 or 3/8 inch backer rod (normally comes in 20 foot lengths) followed by an application of Sikaflex (or equivalent) Self-Leveling Sealant High Performance Polyurethane. Both products are available from home improvement stores. Appropriately licensed vendors can also be hired to do this work.

4.22 Pest Control

4.22.1 Pest control problems, including evidence of termite, are to be reported to a member of the Board.

4.22.2 If the presence of termites is suspected, the Board will arrange for a termite inspection. The termite inspector will provide a written report indicating evidence of present or past termites.

4.22.3 The Association assumes financial responsibility for the treatment of active termites within a Unit.

4.22.4 The Owner is responsible for any termite damage done to interior items such as wall framing, molding, doors, cabinets, and furniture.

4.23 Pets and Other Animals

No dogs, cats, or any other animals, nor any birds, fowl, reptiles, poultry, or livestock shall be maintained or kept in any Units or on any Common Element or Limited Common Element. This is a requirement of the CC&Rs, Section 4.7.

4.24 Solar Tubes and Roof Vents

4.24.1 Board authorized personnel only are permitted on the roof of any Unit.

4.24.2 Any installation that requires a roof penetration must have prior written approval by the Architectural Committee and the Board. The installation must be done by a licensed and bonded company. Approval will be given only if the Board is convinced that the components to be installed, the techniques that will be followed for the installation, and the personnel doing the installation are all sufficient to prevent rainwater from flowing under the roof tiles and/or under the roofing paper, thereby causing potential leaks.

4.24.3 A maximum of three (3) Owner-initiated roof penetrations is allowed for each Unit. These 3 roof penetrations can be divided between solar tubes and roof vents. The limit of 3 roof penetrations applies to those initiated by the current Owner and all previous Owners.

4.24.4 Maintenance of Owner-initiated roof penetrations and repair of roof leaks caused by these penetrations is the financial responsibility of the Owner of that Unit. This responsibility rests with the Owner regardless of whether the roof penetrations were installed for a previous Owner or for the current Owner as discussed in Section 1.2.2 and Section 4.1.4.

4.25 Outdoor Poles

No poles, stakes, posts, *For Sale* signs, or similar projections, including seasonal decorations, are to be driven or implanted in any Common Element, including the grassy area in front of a Unit except for the flagpoles installed by the Boy Scouts of America (see Section 4.4.6).

4.26 Signs

4.26.1 A limit of one (1) *For Sale* sign can be displayed, and only in the front of a Unit. That sign is limited in size to the industry standard but not to exceed 18 x 24 inches with a 6 x 24 inch sign rider. The sign must be placed in the granite rocks next to the front patio wall.

4.26.2 An *Open House* sign, measuring no greater than 2 x 4 feet and mounted on narrow legs may be placed on the granite rocks alongside the private street on the day of an open house. Such sign may only be displayed 30 minutes prior to and no longer than 30 minutes following the open house, at which time it must be removed. In addition, two (2) directional signs may be placed in the community.

4.26.3 *Sold* and *Sale Pending* signs must be removed within 15 days after being erected.

4.26.4 *For Rent* or *For Lease* signs are limited to one (1) and must not to exceed 18 x 24 inches. They may be displayed only inside a window of the Unit.

4.26.5 A security sticker on a window is permitted if it is less than 3 x 5 inches in size.

4.26.6 Security signs provided by a professional security company are permitted in the granite area in front and back of a unit. Signs must not exceed 12 x 12 inches. Size and construction of other security signs requires the approval of the Architectural Committee.

4.26.7 A *No Solicitors* sign acquired from the SSV Activities Office may be attached to the front door. Permission must be obtained from the Board for the display of any other *No Solicitors* sign.

4.26.8 No signs are permitted to be placed in the grassy area in front of a unit.

4.27 Water Hoses

4.27.1 Large hose reels and hose carts must be confined to the rear patio area.

4.27.2 A single stationary hose reel is permitted provided that it is no larger than 20 x 20 inches and is kept on front patio.

4.27.3 A stationary clay (Terra Cotta) hose container is permitted provided that it does not exceed 18 inches in diameter and 9 inches in height. It must be kept beneath the hose bib on the front and back of the Unit.

4.28 Structural Repairs

4.28.1 The Manager or a member of the Board must order structural repairs required for a Unit. The Association will not pay for unauthorized repairs.

4.28.2 Owners are responsible for repair costs of any Unit damage caused by them, their Renter, or their visitors.

4.29 Patio Stone Replacement with Pavers

4.29.1 Owners who wish to replace the crushed granite stone in the 24-inch wide space between their rear patio and the parallel sidewalk with masonry pavers must make application to the Architectural Committee detailing compliance with the requirements of Section 4.29. This paver addition is limited to the width of the Owner's patio.

4.29.2 All work must be done by a vendor approved by the Architectural Review Committee.

4.29.3 Installation must include replacement of the existing plastic dripline supply pipe under the area of new paver installation with a continuous piece of new Schedule 40 PVC pipe of nominal diameter equal to that of the existing dripline supply pipe. The new Schedule 40 PVC pipe must extend beyond the new pavers at each end and connect to the existing pipes with pressure tight fittings.

4.29.4 Positive drainage must be maintained from the patio floor to the sidewalk to channel water away from the building.

4.29.5 The layout, installation, style, and size of the pavers must provide a stable surface which will not present a tripping hazard.

4.29.6 The Owner has the option of replacing the existing "stub" sidewalk piece between the patio and the parallel sidewalk with masonry pavers. However, the irrigation pipe replacement for the entire width of the patio must still take place per Section 4.29.3. This means the pipe under a remaining "stub" sidewalk must still be replaced. Any holes dug under the "stub" sidewalk must be fully backfilled with compacted aggregate material to prevent future settlement of the "stub" sidewalk.

4.29.7 The current Owner will assume all the cost of installation and maintenance of the pavers and their removal and replacement if required to repair the buried irrigation pipe located below the pavers that was modified to satisfy Section 4.29.3. The current Owner is also responsible for repair of the irrigation pipe itself that was modified to satisfy Section 4.29.3. These obligations by the current Owner exist even if the pavers were installed by a previous Owner as discussed in Section 1.2.2 and Section 4.1.4.

4.30 Stepping Stones

4.30.1 Stepping stones may be placed by an Owner in the crushed granite stone in the 24-inch wide space between the rear patio and the parallel sidewalk without permission from the Board provided the stepping stones do not cover more than 60% of the granite area and do not extend more than one (1) inch below and not above the surface of the patio floor.

4.30.2 Such stepping stones will be at the Owner's expense for installation, maintenance, and removal if needed for repair of the irrigation pipes located below the granite area.

Article 5 – VIOLATIONS AND PENALTY SCHEDULE

5.1 Warnings and Monetary Penalties

5.1.1 A violation letter will be mailed to the Owner of a unit for the first violation of any provisions contained within the Condominium Documents, including the CC&Rs and the Rules and Regulations. This initial letter will reference the nature of the violation and give the specific date for corrective action to take place. This letter will not assess a monetary penalty. Each single/individual violation will be treated as a separate occurrence.

5.1.2 The specific date given in any violation letter for corrective action to be completed will be ten (10) calendar days from the date of the letter.

5.1.3 Failure of an Owner to take corrective action within the date specified in the initial violation letter will result in the following sequence:

- A. A second violation letter will be mailed to the Owner levying a fine of \$50 and giving the specific date for corrective action to take place to prevent another violation letter from being issued.
- B. If the violation has not been corrected by the date specified in the second violation letter, a third violation letter will be mailed to the Owner levying an additional fine of \$100 and giving the specific date for corrective action to take place to prevent another violation letter from being issued.
- C. If the violation has not been corrected by the date specified in the third violation letter, and if the violation does not involve vehicle parking, the Board will continue the process outlined in Section 5.1.3(B) until corrective action is taken.

- D. If the violation involves vehicle parking, a fourth violation letter will be sent to the Owner giving the specific date the vehicle will be towed pursuant to Article 4, Section 4.14 of the Condominium Declarations. The Owner will be responsible for towing and storage charges of the vehicle.
- E. Failure to pay accrued penalties and/or take the proper corrective action will result in a lien being placed against the Unit for the recovery of all penalties, interest, legal costs, and any other costs associated with said recovery and/or injunctive action, pursuant to Arizona State statutes.

5.2.4 The Owner may appeal any violation letter in writing to the Manager and/or by requesting a meeting with the Board, preferably at a regularly scheduled Executive Session of the Board. If necessary, a special Executive Session can be called provided that a quorum of Board members can be attained.

5.2 Egregious Acts

In the event an Owner, Renter, or guest commits an egregious act against the Association, the Board will evaluate the act. If the Board determines the act justifies a penalty, the Board will specify the appropriate monetary penalty to be assessed to the Owner.

Article 6 – RENTAL OF UNITS

6.1 Lease

6.1.1 Leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of the Declarations and the Rules and Regulations.

6.1.2 The Owner must provide copies of the Declarations and the Rules and Regulations to the Lessee.

6.1.3 The Owner shall be liable for any violation of the Declarations or the Rules and Regulations by the Lessee.

6.2 Association Notification

The Owner shall at least 10 days prior to the lease term commencement provide a Rental Information Form (which an Owner can pick up at the Activities Office) including the following to the Manager:

- A. The commencement and expiration date of the lease.
- B. The names of the Lessee and any other persons who will reside in the unit during the lease period.
- C. The address and telephone number at which the Owner can be reached by the Association.
- D. The name, address, and telephone number of a contact person the Association can use in the event of an emergency involving the Unit.