

PAPAGO RIDGE CONDOMINIUM OWNERS ASSOCIATION RULES AND REGULATIONS

PURPOSE AND DEFINITIONS

It is every resident's responsibility to read and understand the Condominium Declaration and By-laws, contact your Real Estate Attorney with questions. General questions on the Rules & Regulations can be directed to the Management Agent. **PLEASE READ THE DECLARATION, BY-LAWS, AND RULES AND REGULATIONS. Lack of knowledge of its contents will not be considered an excuse should you violate your deed restrictions.** These Rules and Regulations are not intended to replace or be a substitute for the Declaration of Covenants, Conditions, and Restrictions, but to supplement the CC&Rs.

There are three main features that make owning a Unit in a Condominium Association different from private home ownership.

The main difference is that you share ownership of the Common Element and Limited Common Element, and have access to amenities such as the pool, fitness room, and grills that you may not otherwise be able to enjoy. The second difference is that you will have to become a member of the Condominium Association and then will be required to abide by all the Covenants, Conditions, and Restrictions (CC&Rs) of the Association. Finally, and this is the most important, is that you will pay a regular assessment fee to the Association to live there. The assessment is typically a monthly fee, and is used to pay for the upkeep and maintenance of the common elements, amenities, and facilities.

PURPOSE

The purpose of the Rules and Regulations is to provide a mechanism that will help to ensure a standard of behavior necessary for effective communal living. The Rules are also intended to promote quiet enjoyment, protect the property and real estate values and promote health and safety of the Owners, Occupants and Lessee.

CODE OF CONDUCT

Members of the Association, Occupants, and Lessee are expected to conduct themselves in a socially acceptable manner. The use of abusive, threatening language will not be tolerated. The use of any type of physical force in any manner will also not be tolerated. Harassment of the Board Members will not be tolerated. Any violation of the Association's CODE OF CONDUCT RULE is subject to disciplinary action by the Board of Directors. Disciplinary action may be the suspension of use privileges and or a fine may be levied.

The Association will not become involved in personal disputes. It is up to the individuals to contact their own attorney, sign a complaint with the police, file a law suit, or any legal action they choose.

DEFINITIONS

ASSOCIATION: Shall refer to PAPAGO RIDGE CONDOMINIUM OWNERS ASSOCIATION, an Arizona non-profit corporation, its successors and assignees.

ASSESSMENT LIEN: Shall mean the lien granted to the Association by 33-1256 of the Condominium Act to secure the payment of Assessments, monetary penalties, late fees, and other charges owed to the Association by a Unit Owner.

COLLECTION COSTS: Shall mean all costs, fees, charges and expenditures (including attorney's fee, court costs, filing fees, and Recording fee) incurred by the Association in the collection and/or enforcing payment of Assessments, monetary penalties, late charges, interest or other amounts payable to the Association pursuant to the Declaration, without regard to whether a law suit is filed or legal action otherwise undertaken by or on behalf of the Association.

UNIT: Shall mean a portion of the building designated for separate Ownership or occupancy, the boundaries described in Section 2.1 of the Declaration. Generally the interior finished but undecorated surfaces of the perimeter walls and the interior finished but undecorated floors and ceilings. Patios are not part of the Unit under ARS 33-1212(4) but are Limited Common Elements allocated for the exclusive use of that Unit.

UNIT OWNERS: Shall mean the record Owner, whether one or more persons to the fee simple interest of a Unit.

CONDOMINIUM: Shall mean real property located in Maricopa County, AZ, Which is described in Exhibit A of the Declaration, together with the Buildings and other improvements located thereon and all easements, rights and appurtenances belonging thereon.

CONDOMINIUM DOCUMENTS: Shall mean the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations.

COMMON ELEMENTS: Shall mean all portions of the Condominium other than the Units.

LIMITED COMMON ELEMENTS: Shall mean a portion of the Common Elements specifically designated by our Declaration as Limited Common Element and allocated by the Declaration or by the Condominium Act for the exclusive use of one or more, but fewer than all of the Units including entry ways and parking spaces.

- OCCUPANT: Shall mean a person, other than a Unit Owner, in possession of a Unit at the request of or with the consent of the Unit Owner.
- MANAGEMENT AGENT: Shall refer to the management person or company designated by the Board.
- BOARD: The Board of Directors of the Association.
- DOCUMENT: Rules and Regulations Document.

All Rules and Regulations shall be effective ten (10) days from the date of the Board's approval. Approval date of this Document is March 04, 2010. In accordance with Papago Ridge Condominium Declaration paragraph 6.1(B), the Board of Directors may, from time to time, promulgate Rules and Regulations regarding the use of the Units and the Common Element.

Non-resident Owners have the sole responsibility to forward a current copy of these Rules and Regulations to the new Owners and/or Occupants.

HOW TO REPORT VIOLATIONS

The Board shall take action on a violation after they receive a signed grievance form (as attached). Owners/Occupants shall make every effort to resolve differences with their neighbors before seeking recourse through the Rules and Regulations channels. Completed grievance forms should be mailed to Management Agent. Members of the Board and/or the Management Agent shall make periodic inspections of the Limited Common Elements; Common Elements to ensure that the Rules and Regulations contained herein are adhered to. The Board shall take action on any and all Rules and Regulations violation found on the property inspections

ENFORCEMENT

In accordance with Papago Ridge Condominium Declaration sections 4 & 5 each Owner, Occupant or guest shall use the Units and Common Elements only in compliance with the provisions of the Act, Declaration, the Articles and the By-laws, all as lawfully amended from time to time, and with all decisions, resolutions and rule and regulations promulgated by the Board of Directors. Failure to comply with any such provisions, rules, decisions or resolutions shall be grounds for an action to recover sums due for damage or for injunctive relief, or both. Additionally, in the event of any such failure to comply, the Association may levy reasonable monetary penalties in accordance with the provisions of the Condominium Act and Article 5 of the Bylaws. If the Board of Directors becomes aware of a violation of the Condominium Documents and desires to impose a monetary penalty the Board shall serve the Unit Owner with written notice of the violation by certified mail. The notice shall contain the following:

1. The nature of the alleged Violation;
2. The time and place of the hearing to be held by the Board of Directors on the violation, which shall not be less than ten (10) days from the date of the notice;

3. An invitation to the Unit Owner to attend the hearing and produce statements, evidence and witnesses on his behalf and advising the Unit Owner that he may be represented at the hearing by an attorney;
4. The proposed monetary penalty to be imposed by the Board of Directors

The penalties for violations of the Declaration or Rules and Regulations at Papago Ridge Condominiums are as follows, unless otherwise noted in the Rules and Regulations. The Board will strictly enforce the penalties.

1. First Offense: A letter to the Owner and Occupant advising the Occupant of the violation and the Occupant has ten (10) days to comply.
2. Second Offense or Non-compliance: A \$50.00 fine payable within 10 days after a hearing plus certified mail costs.
3. Third Offense or Non-Compliance: A \$100.00 fine payable within 10 days after a hearing plus certified mail costs and referral of the case to the Association attorney for possible legal action:
4. For violations of unsafe conduct, harassment (including physical or verbal abuse) or intentionally malicious conduct, the first offense shall be a \$200 fine payable within 10 days after a hearing plus certified mail costs and each offense thereafter shall be a \$400 fine payable within 10 days after a hearing plus certified mail cost.

Note: See PETS section for enforcement of pet violations.

MONTHLY ASSOCIATION ASSESSMENTS

In accordance with Papago Ridge Condominium's Declaration, Article 7.1(C), all Owners shall be obligated to pay the Common Expenses Assessments levied by the Board of Directors in monthly installments. Unless otherwise specified by the Board of Directors, Special Assessments shall be due thirty (30) days after they have been levied by the Association and notice of the Special Assessment is given to the Unit Owner.

Association fees are due and payable on the first of each month. The direct payment plan will withdraw the funds from your account about the 11th of the month. Any payment of assessments after the 15th of the month will incur a \$20 late fee for each installment that is paid late. The dollar amount of the late fee will be adjusted annually. Assessments ninety (90) days overdue or the equivalent of three months current assessment (including late fees and enforcement assessment) will be turned over to an attorney for collection, and a personal judgment. Collection actions may be reported to credit bureaus and may affect your credit score. Under the Condominium Act accounts 12 months or \$1,200, whichever comes first, the Association can foreclose on the Unit in the same manner as a mortgage.

A. GENERAL RULES AND REGULATIONS

1. Other than the original placing of lawn, trees, shrubs and landscaping:
 - a) There shall be no landscaping, including trees, shrubs, gardens or plantings. Owners/Occupants that remove the original landscape and/or put in unauthorized landscaping will be required to restore the landscape to its original condition at their own expense. Failure to restore the landscape as directed by the Board will result in the Association restoring the landscape and assessing the cost against the Owners Unit.
 - b) Potted plants may be placed at the Owner's discretion in the Limited Common Elements provided that the potted plants do not overtake the conforming original landscaping design and do not interfere in any way with the maintenance of the Common Elements or Limited Common Elements.
 - c) No alterations or modifications to the buildings exterior, or Limited Common Elements are allowed without the specific written approval of the Board. The costs of restoring the building exteriors or Limited Common Elements for unauthorized modification will be charged back to the Unit Owner. The appearance of the entries and /or decks must be neat and orderly at all times to ensure an aesthetically attractive building exterior. Owners/Occupants must clean up cigarette butts around their Units.
2. One's right to peace and quiet is guaranteed by civil law. Disturbing the peace as defined by the law is not restricted to late hours, but occurs whenever unreasonable or excessive noise is generated. If your right to peace and quiet is being interfered with you are best advised, if attempts to reason with the creator of the disturbances have failed, to call the police directly. Management should also be notified of such disturbances for documentation.
3. Owners/Occupants shall not make excessive noise. No noxious or offensive activities shall be carried on upon the Common Elements nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Included in this section would be yard parties, loud stereos and surround sound systems.
4. Laundry, clothing, rugs, mops etc. may not be hung on or draped from windows, decks, or patio railings. The doorstep/stoop and decks are Limited Common Elements and subject to regulations of the Association.
5. No Owner/Occupant shall install wiring for an electrical installation, television or radio antenna satellite dishes; yard lights or permanently installed electric rotisseries on the exterior of the building.
6. Storage of personal equipment, toys, yard and garden tools, trash and garbage containers shall not be allowed on the doorsteps and/or decks or on the common or Limited Common Elements. Permanent furniture will not be allowed on the

lawn elements. Planters must not be secured to exterior wall of the structure or to the decks in any manner.

7. Owners are liable for damage to Common and Limited Common Elements and exteriors of buildings caused by their renters, guest, children, pets or themselves. Cost of repairs shall be assessed against the appropriate Owners(s).
8. Painting, staining or alteration of the exterior of the building by the Owner/Occupant is prohibited.
9. No permanent exterior light or alterations to existing light fixtures will be permitted. Christmas wreaths and lights are permitted the hanging of such decorations does not damage the exterior of the building in any way. No yard or rooftop decorations (manager scenes, candles, snowmen, etc.) will be permitted. Outside Christmas decorations may be up from Thanksgiving Day to the following January 20th.
10. Sheets, blankets, and other such substitutes for draperies are not permissible.
11. Business, trades, occupations or professions conducted by Owners/Occupants in their homes must not be visible nor create a nuisance. Temporary business shall not interfere with normal traffic or parking anywhere within the Association
12. The following items are specifically not allowed:
 - TV/radio/CB aerials
 - Radio masts
 - Lawn furniture.
 - Roof ornaments, lawn ornaments
 - Storage created on building exteriors

Any construction, device, equipment, or other items not in the original structure design
13. Storm doors may be installed at the Owner/Occupants expense, and will be maintained by the Owner/Occupant, not the Association. Only doors of the cream colored are allowed.
14. In accordance with Papago Ridge Declaration paragraphs 2, and 5A, every Owner is required to promptly perform all maintenance and repairs within his own Unit. All paint, wallpaper, tile, paneling, floor covering, doors, windows, fixtures and improvements installed by Owner or previous Owners are considered part of the Unit and the Owner's responsibility.

B. PARKING AND VEHICLES

1. No parking shall be permitted on the Condominium other than the on-site paved parking spaces provided. All vehicles must fit within the painted lines of the

parking stall when parked, regardless of whether such as parking space is allocated as a Limited Common Element. Only a Unit Owner, Occupant or Lessee is authorized to park in the Limited Common Elements allocated to that Unit. The Board may adopt additional parking Rules governing the use of Limited Common Elements parking spaces.

2. Except for emergency repairs, no motorized vehicle of any type shall be maintained, reconstructed, serviced, repaired or restored on any portion of the Condominium. No Non-motorized vehicle of any type shall be parked or stored within the Condominium. Vehicle shall be deemed to be stored if the vehicle does not have current tabs, is covered by a car cover or trap and has not been moved on at least a weekly basis.
3. The Board of Directors shall have the right to have any vehicle towed from the Limited Common Elements at the sole cost and expense of the Owner of the vehicle. Only the Board can authorize vehicles to be towed.

C. REFUSE

1. Each Unit Owner or Lessee of a Unit shall regularly remove all garbage, trash from his Unit and shall deposit the same in the dumpster provided by the Association at each end of the parking area. Trash is to be put in the dumpster and not just left along side the dumpster. No trash shall be placed outside the Units on stoops or patios.
2. Owner/Occupants are personally responsible for removing items such as lumber, carpet, furniture, etc. that the Garbage Company is not required to remove. Disposal of oil, auto batteries and tires is not permitted and is prohibited by law.

D. RENTERS OF INDIVIDUAL UNITS

1. At least ten (10) days prior to the commencement of a rental lease the Owner must provide the Association/Management Agent with a copy of the lease. All leases shall: (i) be in writing; (ii) provide that the terms of the lease shall be subject in all respects to the provisions of the Condominium Documents, and any failure by the Lessee to comply with the terms of the Condominium Documents shall be a default under the lease. Failure to provide a copy of the lease to the Association will result in a \$50.00 fine against the Owner's Unit.
2. The Unit Owner must also provide the following information if such information is not readily ascertainable from the Lease: (i) the commencement date and termination date of the lease and the names of each Lessee or other Person who will be occupying the Unit during the term of the lease; (ii) the contact address and telephone number of the Unit Owner while the Lease is in effect.
3. Any Unit Owner who leases his Unit must provide the Lessee with copies of the Declaration and the Rule and Regulations.

4. It is the Unit Owner's responsibility to handle interior maintenance, repair, etc. and to make sure the Lessee understands that this is the Owner's responsibility and NOT the Association/Management Agent.
5. Unit Owners will be responsible for all unpaid fines incurred by their renters.
6. The Unit Owner is the one responsible to the Association for the payment of Monthly Common Area Assessment not the Lessee.

E. PETS AND PET VIOLATIONS

1. All Phoenix animal ordinances and pet regulations apply in Papago Ridge. A copy of these may be obtained at City Hall. Violations of City ordinances will be reported to the City animal control.
2. Dogs must be registered with the Association. Pets must be re-registered annually. A registration form will be included with the notice of the Annual Meeting. An annual registration fee of \$25.00 will be assessed for each dog to offset the additional cost of repairing landscape for urine damage. Registration shall include: Breed, color, height, age, copy of City License, owner's phone number. The completed registration form along with the registration fee should be sent to the Management Agent.
3. No animal, livestock or fowl, other than common household pets, shall be kept or allowed in any Unit. No pet that is deemed by the Board in their absolute discretion to be a nuisance and/or a safety threat shall be kept or allowed in any Unit or in any other part of the Condominium. Owners/Occupants may keep no more than two household pets in a Unit and may not keep or breed pets for commercial purposes. Specifically excluded from the determination of the number of household pets are pets that are caged or tanked in the interior of the Condominium Unit 100% of the time.
4. **All pets must be accompanied by their Owners when outside the Units and be kept on a leash (a hand held device to control and contain the pet) not more than six feet long. Tethering (staking out the pets on a chain or rope) of pets in the Common Elements and Limited Common Elements is strictly prohibited.** Any pet found roaming the Association would be picked up by Phoenix animal control.
5. Kennels are not allowed in the Association.
6. Owner/Occupants are required to immediately clean up the animal waste from their pets, both on Common Elements and within the Limited Common Elements. Owners/Occupants walking their pets on Association property are required to carry a plastic bag to pick up animal waste.
 - a) All pet-related waste and litter must be disposed of in a tightly closed plastic bag.

- b) Owner's/Occupant's guest bringing their pets to Papago Ridge are required to follow the rules and regulations regarding pets. The final responsibility lies with the appropriate Owners/Occupant. The Owners/Occupant will be assessed fines for their guests' pets' violations.
7. Pet Owners must see that their pets do not create a disturbance to other Owners/Occupants and comply with the Phoenix City Ordinances. Problems with barking dogs should be reported directly to the Phoenix police.
8. In accordance with Papago Ridge Declaration paragraph 4.7; The Board of Directors shall have the right at any time to change the rules and regulations relating to pets. Such right shall include the right to prohibit the keeping of any pets.
9. No dog which the Board of Directors determines, in its sole discretion, is of a breed which has the propensity to attack persons or other animals or otherwise constitutes a threat to the safety or has bitten a person or another animal shall be removed from the Condominium within three (3) days after written demand by the Board of Directors.
10. Regardless of any Rules adopted by the Board, the following breeds shall not be permitted: Pit Bulls, Rottweiler, Dobermans, German Sheppard, Bull Terriers, Bulldogs, wolf dog hybrids, Chow-Chows and Great Danes. Nothing in this section shall be construed as prohibiting a dog which is deemed to be an "assistive animal" under the Arizona or Federal Fair Housing Act.

PET VIOLATIONS

Pet violations will be enforced as follows:

1. First offense a \$75.00 fine assessed against the Owner's Unit.
2. Subsequent offenses a \$150.00 fine assessed against the Owner's Unit.
3. In the event that three subsequent offenses occur within one calendar year, the Owner/Occupant will be required to permanently remove the pet(s) from the Association within three (3) days of written notice from the Board.

Condominium Unit Owners are required to pay all fines assessed to the Unit in accordance with the above rules and regulations.

F. SWIMMING POOL & SPA

ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK. NO LIFEGUARD IS ON DUTY. PERSONS UNDER THE AGE OF 19 MUST BE ACCOMPANIED BY AN ADULT.

1. The Pool is for Unit Owners, Occupants or Lessee and their guest only.
2. No food or beverages are permitted on the swimming pool "deck" area.

3. Only beverages in plastic containers or aluminum cans are permitted, absolutely no glass containers.
4. Proper swim wear is required. Persons who must wear diapers are strictly prohibited in the pool area.
5. Pets are not allowed in the pool or pool area.
6. Replace the solar cover on the spa when finished.
7. Pool hours are 6:00am – 12:00am, but quiet time must be observed after 10:00pm
8. Please remove your trash from the pool area
9. Make sure you keep the pool gates closed.
10. No Diving in the pool.
11. No loud noise or loud music in the pool area.