UNANIMOUS CONSENT TO ACTION BY THE BOARD OF DIRECTORS CORONADO COMMONS HOMEOWNERS ASSOCIATION c/o AAM, LLC

1600 W. Broadway Rd., Ste 200 Tempe, AZ 85282 (602) 957-9191

The undersigned, constituting all of the members of the Board of Directors of Coronado Commons Homeowners Association, an Arizona nonprofit corporation, hereby take the following actions in writing and without a meeting pursuant to Section 10-3821, Arizona Revised Statutes, which actions shall have the same force and effect as if taken by the Board at a duly called meeting of the Board.

RESOLVED that the Board of Directors hereby adopts the attached Restrictions and Rules dated May 1, 2015.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the <u>lst</u> day of <u>May</u>, 2015.

Ryan Muzzarelli

President and Director, Board of Directors

Dustin Riley

Vice President and Director, Board of Directors

Michael Smith

Treasurer and Director, Board of Directors



HOMEOWNERS ASSOCIATION RESTRICTIONS AND RULES

May 1, 2015

INTRODUCTION - Welcome to Coronado Commons!

Coronado Commons is a Distinctive Residential Community containing amenities for the Residents of the Community. Because attached living is a unique experience that relies on the mutual cooperation of all to be successful, Coronado Commons Homeowners Association ("Association") created these Restrictions and Rules. Inside you will find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all Residents within the Community. These Restrictions and Rules detail basic guidelines that, if observed, ensure that the structures and grounds of Coronado Commons remain in good condition and that property values are maintained.

Bear in mind that the rules and guidelines established in these Restrictions and Rules are always subject to the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Coronado Commons Homeowners Association ("Declaration) and the Association's Articles of Incorporation and Bylaws. These documents (referred to collectively as "the Governing Documents") establish and govern the Association and the Community. The Board of Directors has the power to revise the rules, regulations, guidelines, policies and procedures set forth in these Restrictions and Rules as may be necessary from time-to-time.

Please read these Restrictions and Rules carefully, and ensure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth within these Restrictions and Rules. If you have questions, please contact the Community Manager at:

Coronado Commons Homeowners Association C/O AAM, LLC, 1600 W. Broadway Rd., Ste. 200, Tempe, AZ 85282, Phone 602-957-9191, Fax 602-870-8231.

If you want to make any modifications to the exterior of your Townhome, a request must be submitted to the Association in writing for approval by the Reviewer. The procedures and guidelines for such modifications are located in the Architectural Standards section of these Restrictions and Rules.

As you read through these Restrictions and Rules, you will encounter defined terms, identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Declaration. The term "Resident" includes any Person actually and lawfully residing on a temporary or permanent basis within a Townhome, including a Unit Owner or Lessee of that Townhome and their respective family members. The term "Community Manager" means the managing agent or property management company retained by the Board of Directors of the Association to manage and maintain Coronado Commons.

The purpose of the Association is to operate, manage and maintain Coronado Commons for the benefit of the Residents. The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Owners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Community Manager. Information on becoming a Board member can be found in the Bylaws of Coronado Commons Homeowners Association.

Problems related to the Common Areas including structural portions of Buildings, front and side yard landscaping, lighting in the Common Areas, fire riser rooms, private water and sewer lines, walkways, exterior walls, fences and gates, should be reported to the Community Manager.

COOPERATION

Coronado Commons is a unique and luxurious living environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the Community, all Residents and their guests must comply with the rules and guidelines set forth in these Restrictions and Rules and the Governing Documents. If you believe that a rule or restriction is unfair, you may bring the matter to the attention of the Board of Directors for review and possible action. Owners are encouraged to participate in the continued management and upkeep of Coronado Commons by serving on the Board, participating on a Committee, and being involved in the Community.

Coronado Commons Homeowners Association welcomes communication from its members. Please feel free to contact the Community Manager, the Association's liaison, to discuss any questions, issues or concerns in the Community. The Community Manager will bring such items to the attention of the Board of Directors for their consideration.

SEVERABILITY

If any provision of these Restrictions and Rules is held to be invalid, the remainder of the provisions shall remain in full force and effect.

RESTRICTIONS AND RULES

ACTIVITIES WITHIN THE COMMON AREAS

It cannot be stressed enough that all Residents be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines Residents and their guests must observe at Coronado Commons.

- 1. <u>Safety and Noise</u>. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Keep the volume at a reasonable level at all times so other Residents are not disturbed. **AFTER 10 P.M., THE VOLUME MUST BE SIGNIFICANTLY REDUCED TO KEEP FROM DISTURBING OTHER RESIDENTS.**
- 2. <u>Damage Caused by Owners or Residents</u>. Please take due care when using the Common Areas. Residents will be responsible for and bear all costs of repairs and/or replacement for any damage to any Buildings, recreational facilities, entrance gates or any other Common Areas, if it is determined that the damage was caused by the Owner, its Lessees, guests, employees or contractors. No Resident may store or place anything in the Common Areas.
- 3. <u>No Obstruction</u>. Obstruction of the walkways or entranceways throughout the property is not permitted. Personal property may not be left in the parking areas at any time. The Association will not be responsible for any damage to, or loss of, any personal property left in any Common Area.
- 4. <u>Disposal of Trash and Recycling Materials</u>. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Reviewer. In no event shall such containers be kept or placed on a Lot so as to be Visible From Neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.
- 5. <u>Solicitation</u>. Residents shall not distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or on Resident vehicles.
- 6. <u>Skateboards, Scooters, Bicycles, Rollerblades, Etc.</u> Care should be taken when riding skateboards, scooters, bicycles, rollerblades, etc. on the Private Streets of the Community. Such items shall be stored within the townhome when not in use so as to not be Visible from Neighboring Properties. Motorized mopeds, skateboards, gopeds, mini-bikes, scooters, miniature motorcycles, pocket bikes, and similar type of devices that are not permitted to be driven or operated on City streets and/or on highways are expressly prohibited within the Community.
- 7. <u>Outside Drying or Laundering</u>. Exterior clothesline shall not be erected or maintained for drying or airing clothes on any portion of the townhome (including Yard of the Unit) so as to be Visible from Neighboring Property. No exterior drying or laundering of clothes, towels or any other items shall be permitted so as to be visible from neighboring properties.

CONDUCT AFFECTING INSURANCE

Residents shall not do or keep anything in any townhome or Common Areas that will increase the rate of insurance or could result in the cancellation or suspension of insurance or which would be in violation of any law.

A Resident who is responsible for an increase in the rate of insurance on the Common Areas shall be personally liable for the cost of the additional insurance premiums.

Please refer to Article 7.4 (a) of the Declaration for information regarding Association insurance and Article 3.2 of the Declaration regarding Owners insurance requirements. If you have further questions, please contact the Community Manager or your insurance agent.

RESIDENTIAL TOWNHOMES

- 1. <u>Residential Use.</u> All townhomes and Common Areas are devoted exclusively to Single Family residential use. Please refer to Section 5.1 of the Declaration for more information regarding the types of uses that are considered to be residential.
- 2. <u>Pest Control (Interior of Unit).</u> Owners are responsible for performing or contracting to have performed such termite and pest control service for their townhome as is necessary to keep townhome free from termites and pest infestation.

- 3. Balconies and Porches. Please note the following guidelines in regard to Balconies/Patios and Porches:
- (a) Existing drainage patterns on Balconies must be maintained and all drainage systems must be kept free of debris and free flowing. Changing the drainage pattern may cause damage to the Community's Buildings and structures.
- (b) No hanging screens, linens, blankets, rugs, swimsuits, plants, banners, wind chimes, plants or other objects may be hung from a balcony, porch or patio.
- (c) Balconies/patios and porches shall not be used for storage purposes, including, without limitation, the storage of bicycles and exercise equipment. No trash shall be left or stored on balconies/patios or porches.
- (d) Residents shall use due care when cleaning their balconies. balcony surfaces shall be mopped or cleaned in such a manner as to not cause any water to extend beyond the boundaries of the balcony.
- (e) Any furniture, furnishings, umbrellas, plants and other materials kept or stored on any Balcony/Patio or Porch shall be maintained in like new condition at all times. No plastic furniture shall be permitted.
- (f) For safety reasons, Residents may not operate barbeques, woks, firepits, chimineas or similar cooking or grilling accessories or equipment on balconies or porches except for small electric grills. Grills may be operated in the Yard of the Unit.
 - (j) Stereo speakers may not be placed on the balconies or porches.
- (k) No animal shall be left unattended on balconies or porches. No structure for the care, housing, confinement or training of any animal shall be maintained on the balconies/patios, porches or Yard of the Unit where such structures would be visible from neighboring property.
- 4. <u>Alarms</u>. Any alarm installed or connected in a townhome shall be the type of alarm which may be monitored by a certified alarm company. Installation must be by a licensed security alarm company and requires approval of the Reviewer, after obtaining a permit from the City. Residents shall provide the Community Manager with the name and telephone number of the monitoring party and a contact person for purposes of addressing emergencies and false alarms, as they may affect the Community as a whole.
- 5. <u>Speakers, Vibrations and Noise</u>. To ensure everyone's quiet enjoyment of their residence, wall mounted music, television or surround sound systems, including, but not limited to, wall mounted speakers or other audiovisual devices which will cause vibrations, noise or an unreasonable annoyance or damage are not permitted to be supported by or come into contact with demising walls. No exterior speakers, horns, whistles, bells or other sound devices shall be located, used or placed on the townhome.

ANIMALS

- 1. All Residents must comply with City and County laws and regulations with regard to control and health of pets. All dogs and cats shall have a current license and identification tag. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup.
- 2. Residents and Guests of Residents must clean up any fecal wastes made by pets in any Common Areas, including the landscape areas immediately. Waste must be put in a tightly sealed plastic bag before being disposed of.
- 3. No animals, birds, fowl, poultry, reptile or livestock, other than a reasonable number of generally recognized house pets, shall be maintained in or on the townhome and then only if such house pets are kept or raised solely as domestic pets (and not for commercial purposes) within a townhome and its Yard of the Unit. The Board shall have the authority to determine what is a reasonable number of dogs, cats, parakeets or similar household birds for any particular Lot, and the Board's determination shall be final.
- 4. No pet or animal shall be allowed to make an unreasonable amount of noise, cause an odor, or to become a nuisance. All dogs or other house pets as permitted and capable of being walked on a leash shall be kept on a leash not to exceed six (6) feet in length when outside a townhome, and all pets shall be directly under a Resident's control or direction at all times. Cats shall be kept indoors within a townhome unless confined or walked on a leash and shall not be allowed to roam freely within the Community.
- 5. Any damage caused by a pet shall be repaired and/or replaced at the pet Owner's expense. Pets shall not be allowed to defecate or urinate on Balconies.

- 6. No animal shall be bathed, at any time, within any Common Area or Association Property. No structure for the care, housing, confinement or training of any animal or pet shall be maintained on any portion of the Common Areas or on any balcony/patio or Yard of the Unit if such structure shall be Visible from Neighboring Property.
- 7. Pets shall not be tied to trees or any exterior Building structure. Any incidents involving damage to persons and/or property by any pet should be reported to the appropriate governing agency.
- 8. Pets must be kept within the townhome or within the confines of the Yard of the Unit when the Resident is away or cannot attend to them.
- 9. Each person bringing or keeping a pet in the Community shall be absolutely liable to other Residents and their guests for any damage to persons or property caused by any pet brought upon or kept within the Community by such person or by members of his/her family or quests.

GENERAL RESTRICTIONS REGARDING PARKING OF VEHICLES AND GARAGES

- 1. No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer or other similar equipment or vehicle may be parked, kept or stored on the Common Area. No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer or other similar equipment may be parked, kept or stored on any Lot so as to be visible from neighboring property.
- 2. Except as permitted by this section, no motor vehicle may be parked, kept or stored on any Lot or the Common Area. No motor vehicles designed or used for carrying merchandise, supplies or equipment for commercial purposes may be parked on the Common Area or on a Lot, except for the temporary parking of the motor vehicles of contractors, subcontractors, suppliers or vendors of the Association or the Owners, Lessees or Residents.
- 3. No motor vehicle owned or leased by an Owner, Lessee or Resident of a Lot may be parked on a Street. Motor vehicles owned or leased by an Owner, Lessee or Resident of a Lot must be parked in the garage situated on the Lot to the extent space is available in the garage for the parking of such motor vehicles. If space is not available in the garage, then motor vehicles owned or leased by an Owner, Lessee or Resident of a Lot may be parked on the driveway constructed as part of the initial construction of Improvements on the Lot by the Declarant. The parking of a motor vehicle owned or leased by and Owner, Lessee or Resident of a Lot is also subject to such rules and regulations as may be adopted by the Board. Motor vehicles owned or leased by guests or invitees of an Owner, Lessee or other Resident may be parked in the driveway on a Lot or on the Streets, but no such motor vehicle may be parked overnight on a Street.
- 4. No motor vehicle of any kind may be stored on a Lot except in a garage, and no motor vehicle of any kind may be stored on the Common Area. For purposes of illustration but not of limitation, a motor vehicle shall be deemed stored if it is covered by a car cover, tarp or other material.
- 5. Recreational vehicles, motor homes and similar vehicles owned or leased by an Owner, Lessee or Resident may be parked in the driveway on a Lot for the purpose of loading or unloading, subject to such limitations as may be established by the Board.
- 6. No motor vehicle shall be constructed, reconstructed or repaired on any Lot in such a manner as to be visible from neighboring property, and no inoperable motor vehicle may be stored or parked on any Lot in such a manner as to be visible from neighboring property. Except for emergency repairs, no motor vehicle shall be constructed, reconstructed or repaired on the streets or any other part of the Common Area. No inoperable motor vehicle may be stored or parked on the streets or any other part of the Common Area.
- 7. No garage shall be converted to living spaces or altered or used for storage of material or other purposes so as to not allow for the parking of at least two (2) automobiles. The interior of all garages shall be maintained and kept in a neat, clean and slightly condition, free of debris or unsightly objects. Garage doors shall be kept closed except when the opening of the door is necessary to permit ingress or egress.

NUISANCES AND OFFENSIVE ACTIVITY

- 1. No nuisance shall be permitted to exist or operate upon the townhome and no activity shall be conducted upon the townhome which is offensive or detrimental to any portion of the townhome or any Resident. No exterior speakers, horns, whistles, bells or other sound devices, except security or other emergency devices used exclusively for security purposes, shall be located, used or placed on the Townhome without the prior written approval of the Reviewer. Excessive noise within the townhome or Common Areas is not permitted.
- 2. Sidewalks, parking areas, driveways, etc. shall not be obstructed or used for children's play, bicycle riding or for purposes other than for entrance and exit.

RENTAL OF RESIDENTIAL TOWNHOMES

- 1. <u>Rental.</u> An Owner shall be entitled to rent their townhome (but not a portion thereof) for a term of not less than six (6) months. No subleases shall be permitted. The Owner shall be responsible for all actions of the Lessee.
- 2. <u>Association Notification</u>. All Owners who rent their townhomes shall submit the following items to the Association no later than ten (10) days prior to the commencement of the lease: (i) the commencement date and termination date of the lease and the names of each Lessee or other Resident who will be occupying the townhome during the term of the lease; (ii) the address and telephone number of the townhome Owner while the lease is in effect; (iii) the telephone number of the Lessee.
- 3. <u>Written Lease or Rental Agreement</u>. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Declaration or the Governing Documents shall be a default under the terms of the lease agreement.
- 4. <u>Compliance with Governing Documents</u>. A copy of the Governing Documents and these Restrictions and Rules shall be provided by the Owner to each tenant or Lessee. The leasing Resident shall, at all times, be responsible for their tenant's or Lessee's compliance with all of the provisions of the Declaration and Restrictions and Rules pursuant to the occupancy and use of the townhome. The Board may give notice that a lease or proposed lease violates Section 5.1 (b) of the CC&Rs and may pursue all remedies available to the Association to enforce such leasing restriction.
- 5. <u>Association Amenities</u>. If you lease your residential townhome then your rights to use the amenities in the Association property transfer to the Lessee or tenant. An Owner shall have no personal use privileges upon leasing their townhome.
- 6. <u>Time Sharing</u>. No townhome may be divided or conveyed on a time increment basis or measurable chronological periods other than pursuant to a written lease as permitted under this section.
- 7. <u>Assessments and Voting Rights</u>. A Lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any Lessee have any voting rights in the Association.

SIGNS

No Resident may display any emblem, logo, sign or billboard of any kind so that it is visible from neighboring property without the prior written approval of the Reviewer. Signs permitted with prior written approval may be; (i) One standard size realty company "For Sale" sign in the front or side yard of a townhome; (ii) Signs as may be required by legal proceedings or by applicable law; (iii) One small alarm company sign on the front or side yard of a townhome and located near the front door of a townhome; (iv) Unit identification signs not exceeding six (6) inches by twelve (12) inches in size.

SOUND ATTENUATION

In any multi-family dwelling, sound may be audible between townhomes, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent townhome is very low. Each Resident shall endeavor to minimize any noise transmission from his or her townhome.

- 1. No holes or other penetrations shall be made in demising walls (common walls) without the prior approval of the Board. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from any common wall.
- 2. No modifications shall be made to any townhome which would result in a reduction in the minimum impact insulation class of the townhome.
- 3. Speakers for music reproduction, television and other audio-visual devices shall not be supported from or contact common walls and shall be elevated from the floor by a proper acoustic platform.

ARCHITECTURAL STANDARDS

These Architectural Standards are designed with the goal of maintaining the aesthetic beauty, and preserving the safety, value and desirability of Coronado Commons. By adhering to these guidelines, which include guidelines and standards for all improvements, all Residents will benefit from the beauty and enjoyment of Coronado commons.

Prior to making any Improvements to your townhome or any balcony, porch, patio, Yard of the Unit or garage structure, you must first submit a complete Modification Approval Request Form to the Reviewer. After receiving

written approval from the Reviewer and complying with applicable City or governmental agencies, you may install your Improvements, or undertake your approved action. A list of contractors that will be involved in your construction must be submitted to the Association prior to the commencement of any construction for insurance purposes. Please review these "Architectural Standards" prior to completing your Modification Approval Request Form to ensure your submittal is complete. In the event of a conflict between these Architectural Standards and the Declaration, the Declaration shall prevail.

It is recommended that you also refer to Article IV of the Declaration in conjunction with these Architectural Standards to ensure a complete understanding of the submittal and review process. If at any time you have any questions regarding the review process, please contact the Community Manager.

PURPOSE

These Architectural Standards are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of Coronado Commons.

SUBMITTAL OF APPLICATION FOR REVIEWER APPROVAL

Prior to the commencement of any addition, alteration, construction work or other Improvements, you must first submit a Modification Approval Request Form to the Reviewer for approval of such work in accordance with the procedures set forth below. The following is intended to describe some of the Improvements which require approval by the Reviewer. Even though a proposed Improvement may not be listed below, you should submit a Modification Approval Request for your proposed Improvement, unless the Declaration or Architectural Standards specifically exempts that particular Improvement from architectural review.

Reviewer approval is required for the following proposed Improvements to townhomes:

- a. **Interior Improvements**: All interior Improvements to your townhome which impact adjacent Units or alter any part of the Common Areas require the approval of the Reviewer. For the purpose of these Architectural Guidelines, the term "Interior Improvements" shall include, but not be limited to:
 - Moving of non-bearing walls
 - Window coverings including draperies, shutters, shades, etc.
 - Plumbing changes
 - Electrical changes including permanent light fixtures
 - Security system
 - Permanent fixtures
 - Ceilings and columns
 - Any other Improvement (including demising walls) which may impair or alter the structural integrity
 of the building or the townhome
- b. **Electrical, HVAC and Plumbing**: New installations or changes to any originally installed electrical, HVAC or plumbing of any kind require approval by the Committee. No Resident shall overload the electric wiring in the Building or operate machines, appliances, accessories or equipment in such manner as to cause an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system without the prior approval of the Committee.
- c. **Exterior Changes or Additions**: Any changes or additions to the exterior of any balcony, porch, patio or Yard of the Unit that will be Visible from Neighboring Properties must be submitted to the Reviewer for approval. These shall include but are not limited to, patio covers, windows, screens, sunshades, awnings, walls, doors, railings, gates, patio furniture, landscaping, etc.
- d. **Entry Door Hardware**: Residents shall not remove or replace any hardware on any entry doors without the prior approval of the Reviewer.
- e. **Balcony and Porch Furnishings**. The Board will review the types of furnishings solely to confirm the furnishings are not in conflict with the Community as these items will be visible from neighboring properties.

f. **Garage Structure.** No modification may be made to the garage structure or designated space without prior approval from the Reviewer. No holes may be cut into the side walls. Finish surfaces, shelving, cabinets, garage door openers and lighting fixtures may be attached and standard garage epoxy materials designed for garage floors may be applied, with prior approval from the Reviewer. To minimize noise from garage door usage, replacement of garage door openers shall be with the same type as originally installed by the Builder designed to minimize noise and vibration levels or any other such type or model garage door opener specifically designed to minimize noise and vibration levels. All garage door openers must be submitted with a brochure of the type and model information to the Reviewer prior to replacing

Failure to Obtain Approval: It is important that you obtain the approval of the Reviewer so that you are not in violation of the Governing Documents. Please also remember that a building permit or other permit may be required by the County, City or other governmental agencies prior to the commencement of any work.

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

Submit Requests To:

Coronado Commons c/o Vision Community Management 16625 S. Desert Foothills Pkwy. Phoenix, AZ 85048 Fax: (480) 759-8683

<u>Application for Approval</u>: All Modification Approval Request Forms must be submitted in writing, together with the items described below ("Submittal Package").

- A completed Modification Approval Request Form (attached or additional copies may be obtained from the Community Manager);
- Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("Plans and Specifications"), clearly indicating all proposed modifications;
- Floor plans, if a Resident is requesting permission to remove or relocate a wall;
- Description of materials and colors and material samples;
- A proposed construction schedule (including proposed start and completion dates);
- Certificates of insurance (including contractors' exclusions and proof of valid Workers' Compensation insurance);
- Permits and licenses, if applicable;
- Names, addresses and phone numbers of all contractors and subcontractors who will work on the project.

The Reviewer will not be able to review your application unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.

<u>Submittal Package for Patio Furnishings and Window Coverings</u>: For any patio furnishings and window coverings, the Resident shall submit one (1) copy of a picture showing patio furnishings, samples of proposed fabrics and finishes, a photo of the proposed window covering and any applicable fabric and liner samples.

<u>Submittal Package for Yard of the Unit Landscaping:</u> For any Yard of the Unit landscaping, the Resident shall submit one (1) copy of plan with list of plants, sizes and location, dimensions if applicable as well as any hardscape items, a photo or brochure if possible should be included.

<u>Review of Application</u>: The Community Manager shall, on behalf of the Reviewer, review the Submittal Package to ensure that it is complete with all applicable items required to review.

The Reviewer will review the Submittal Package and provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Community Manager. The Community Manager will then provide

written notice of the actions taken by the Reviewer within thirty (30) days from the receipt of the complete Submittal Package. In the event the Reviewer fails to so advise the applicant by written notice within such 30-day period, the applicant may give the Reviewer written notice of such failure to respond.

<u>Appeal</u>: Owners may appeal a decision of the Reviewer to the Board of Directors. Such appeal must be submitted in writing within thirty (30) days of the mailing date of the Reviewer's decision to:

Coronado Commons c/o Vision Community Management 16625 S. Desert Foothills Pkwy. Phoenix, AZ 85048

<u>Diligence in Construction</u>: Upon final approval of the Submittal Package, the Resident shall promptly commence construction and all work shall be completed within six months of commencement or such shorter period as the Reviewer may specify in the notice of approval, unless completion within such time is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the Reviewer.

ARCHITECTURAL STANDARDS

The standards set forth below shall apply to the Improvements within the Community. These standards are in addition to the standards set forth in the Governing Documents.

Any proposed work that is visible from outside the Unit and that changes the uniformity of the aesthetics of any structure shall be subject to strict scrutiny by the Reviewer and may be disapproved by the Reviewer in its sole and absolute discretion.

ANTENNAS AND SATELLITE DISHES

- 1. Dishes one meter or less in diameter may be installed on the roof in the designated area established for satellite connections and dishes. In no event shall a dish be mounted to any walls.
- 2. Wires or any other satellite dish or antenna appurtenances should not be attached to any Building exterior. Wiring is established on the roof of each building and connected to each residence through the ceiling.
- 3. An Owner shall be solely responsible for, and shall indemnify the Association against, any structural damage or other loss or cost resulting from the installation of a permitted satellite dish or antenna within or the attachment of the same to the physical boundaries or structures of the roof.

BALCONIES/PATIOS AND PORCHES

- 1. <u>Outdoor furniture, furnishings, umbrellas, etc.</u>: All items must be maintained in like-new condition. None of the furnishings or other Improvements shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the balcony/patio or porch area. Any furniture visible from neighboring property must have prior written approval of the Reviewer.
- 2. <u>Plants</u>: Vegetation that extends beyond the railings, fences, walls and/or other boundaries of a balcony or porch is prohibited and may not be Visible From Neighboring Property. Potted plants shall not be placed in a position on any balcony which will block any drains or obstruct drainage patterns.
- 3. <u>Awnings, Etc.</u>: Awnings, ornamental screens, and sunshades shall not be permitted on any structure or elsewhere within the Community except those that are installed in accordance with the original construction of the Community or as authorized or approved by the Reviewer. Umbrellas may be permitted with approval by the Reviewer.
- 4. <u>Storage</u>: No balcony or porch shall be used for a storage area for items or materials, including but not limited to bicycles, exercise equipment, etc. No linens, blankets, rugs, swimsuits or similar articles may be hung so as to be Visible from Neighboring Property.

BASKETBALL GOALS AND BACKBOARDS

No portable or permanent basketball goal or backboard shall be constructed, installed or maintained on any Lot.

BARBEQUES, WOKS, FIREPITS, CHIMINEAS, ETC.

No barbeques may be installed or used within any balcony or porch other than an approved electric barbeque that is used in accordance with the manufacturer's instructions. This is a Fire Code and will be strictly enforced by the City.

No woks, firepits, chimineas and related accessories and equipment are permitted on any balcony or porch. Such items shall be permitted in Yard of the Unit.

DECORATIVE ITEMS

- Decorative Art on Townhomes. Decorative art on townhomes is not permitted.
- 2. <u>Approved Flags.</u> Per Arizona Statute display of one of the following flags shall be permitted: American, Arizona State, United States Air Force, United States Army, United States Navy, United States Marine Corp or United States Coast Guard, POW MIA, Gadsden or an Arizona Indian Nation.

Prior approval of the Reviewer is required for flagpoles that are installed in the Yard of the Unit of the Lot. The height of the flagpole shall be no greater than the height of the highest point of the roofline. No more than two flags shall be permitted per townhome. The maximum size of an approved flag shall be three (3) feet by five (5) feet. All poles and flags must be maintained in excellent condition according to the United States Flag Code Title 36 USC Chapter 10.

It will be the responsibility of the Resident of the townhome on which the flag is displayed to do so with proper respect and flag etiquette.

3. <u>Holiday Lights and Seasonal Decorations</u>. Owner's rights to display seasonal, religious or holiday signs, symbols, and decorations inside their Units of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged. Owners may also display on their exterior doors seasonal, religious and holiday signs, symbols, and decorations normally displayed in residences located in single-family residential neighborhoods. Any other displays visible from outside the Unit shall not be permitted.

DRAINAGE

There shall be no interference with the established drainage patterns, level, or grade over any townhome or Common Area unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Reviewer

LIGHTING (EXTERIOR)

Lighting and light fixtures on the Common Areas shall be the responsibility of the Association. Except as initially installed by Declarant, no spotlights, flood lights or other high intensity lighting shall be placed or utilized on any townhome which will allow light to be directed or reflected in any manner on the Common Areas or onto another townhome.

FRONT AND SIDE YARD LANDSCAPING

Front and side yard landscape and irrigation installed by Declarant shall be maintained by the Association. Residents shall not be permitted to make additions or changes to these areas. Any concerns with the front or side yard landscaping or irrigation should be reported to the Community Manager.

YARD OF THE UNIT LANDSCAPING

Any items proposed for installation in the Yard of the Unit that will be visible from neighboring properties, must be submitted to the Reviewer for approval. Any plants and trees that the Association has installed in the landscaping of the Common Area and the Yard of the Unit will be maintained by the Association. If the Owner installs any plants or trees in the Yard of the Unit with approval from the Reviewer, the Owner will be responsible for the maintenance of any such items.

<u>Yard of the Unit Landscaping</u>: Owners shall maintain all visible landscape areas in a clean, neat and weed-free condition. All dead and dying plants must be replaced with same species or other appropriate plants. Yard tools, equipment and general storage items should be stored out of sight when not in use. Any hardscape additions such as concrete work, built in barbecues, fire-pits, fireplaces, etc. must be approved by the Reviewer prior to installation.

- A. Plantings and irrigation should be setback from walls and foundation of the Townhome a minimum of twenty-four (24) inches.
- B. Granite should be neutral earth tone in color and a minimum of ½" in size.
- C. Homeowners may submit approval requests for high quality artificial turf; the Reviewer will make case by case determinations regarding this material after reviewing the submittals which shall include a sample of the proposed artificial turf. In the event artificial turf is approved, homeowner must maintain the appearance of the artificial turf in a clean, "like-new" condition. Association retains the right to determine when the

- artificial turf must be replaced due to weathering or other types of damage. Artificial turf must be replaced with same turf originally approved or real turf if replacement or repair is required.
- D. Water features/Fountains must be approved in advance of installation by the Reviewer and may not exceed 5 feet in height and must be earth tone in color. It is recommended that water be chlorinated.
- E. Hardscape items such as pavers, concrete, brick, tile, wood, etc. that will be visible from neighboring property must be submitted for approval.
- F. Statuary, artistic work, craft work, figurine or ornamentation of any type or kind must be approved by the Reviewer.
- G. No structure, landscaping, or other improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the drainage plans for any Lot. No Owner shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the approved drainage plans.

WINDOW COVERINGS AND TREATMENTS, SECURITY DOORS, SCREEN DOORS

- 1. Permanent draperies or suitable window treatments shall be installed on all front-facing windows within sixty (60) days of occupancy. All such window coverings facing a Street must show white unless otherwise approved in writing by the Reviewer.
- 1. No reflective materials, including but not limited to, aluminum foil, reflective screens or glass, mirrors or similar type material, shall be installed or placed upon the outside or inside of any windows of a townhome without the prior written approval of the Board. No drapes, blinds, shades, screens or other items affecting the exterior appearance of a Townhome shall be constructed or installed without the prior written consent of the Board.
- 3. Exterior wrought iron or metal bars on windows are prohibited other than those that may be installed as part of the standard building specifications;
- 4. Exterior security doors or screen doors are prohibited;
- 5. Sunscreen material may be installed with prior written approval by the Reviewer and must match the color of the existing window frame. The frame for window screens must match the existing window frames in color. All sunscreens must be submitted for approval.

GENERAL CONDITIONS

Approval by the Reviewer does not constitute waiver of the requirements of any governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Reviewer is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community. All technical and engineering matters are the responsibility of the Resident. In addition to the restrictions set forth in the Declaration and these Restrictions and Rules, each Resident shall also comply with the following restrictions and guidelines.

- 1. <u>Building Permits</u>. Building permits may be required for certain Improvements or changes. The applicant shall obtain Reviewer approval of any Improvements requiring a building permit prior to requesting such permit from the City. Any changes required by the City must be resubmitted to the Reviewer.
- 2. <u>Damage to Common Areas and/or Association Property</u>. Contractors must protect all Common Areas from damage. A Resident shall be responsible for any damage to the Common Areas. All applicable charges for restoration will be charged back to the Resident by the Association and are due and payable within thirty (30) days from notification to the Resident.
- 3. <u>Effect of Approval</u>. Approval of plans is not authorization to proceed with Improvements on any property other than the townhome owned by the applicant.
- 4. <u>Building Code Requirements.</u> It shall be the responsibility of the Resident to ensure that proposed modifications shall be consistent with applicable building code requirements. No Improvements will be permitted that could impair the structural integrity or mechanical systems of the Community, or lessen the support of any portion of the Community.

- 5. Zoning. All uses shall be in conformity with the zoning ordinances of the City.
- 6. <u>Structural Alterations</u>. No structural alterations to the interior of a townhome or to the Common Areas surrounding any townhome shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed by any Resident without the prior written consent of the Reviewer.
- 7. <u>Mechanic's Liens</u>. No Resident may cause or permit any mechanic's lien to be filed against the Community for labor or materials alleged to have been furnished or delivered to the Community or any townhome for such Resident, and any Resident who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Resident from the Board. If any Resident fails to remove such mechanic's lien, the Board may discharge the lien and charge the Resident a Special Assessment for such cost of discharge.
- 8. <u>Concrete Walls or Slabs</u>. No Resident shall drill, penetrate or otherwise tamper with the concrete or other structural components of the Community, including the balcony, porch, patio and the garage structures.
- 9. <u>Additional Requirements.</u> The Association may require a written indemnity against liability in in addition to evidence a written acknowledgment that any such Modification may negate or amend any contractual, statutory or common law warranty expressly or implicitly provided by Declarant. An Owner may also be required to retain an architect or engineer licensed in Arizona and approved by the Board of Directors. The architect or engineer shall certify that such Modification will not impair the structural integrity of the Building or the mechanical systems serving the Building.

REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

Insurance and Contractor's License: Each Resident shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Community, shall provide proof of insurance, proof of valid Workers' Compensation insurance, an Arizona State Contractors License (if applicable) and a Business License (if applicable) to the Reviewer. The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.

<u>Damage</u>: Any damage caused by contractors or sub-contractors to any Common Areas or townhomes is the Resident's responsibility. Any damage must be reported immediately to the Association. The Resident will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Resident will be responsible for any costs of repair incurred by the Association.

<u>Trash and Debris</u>: All trash and debris must be carried off-site on a daily basis and shall not be left in the Community.

<u>Utility Shutdowns</u>. Any plan to temporarily disconnect for any reason a townhome's utilities must occur on a date coordinated with the Association at least one week prior to the proposed date for interruption of utility service.

<u>Working Hours</u>: Working hours for any Improvements are limited to Monday through Friday, 7:00 A.M. to 5:00 P.M. No work is allowed on weekends or on the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day. Workers may access the Community thirty (30) minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours" begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.

<u>Stopping Work</u>: The Association has the right to stop any work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities in the Association Property.

<u>Fire Safety Devices</u>: No one shall remove any permanent smoke detectors, sprinklers, security speakers or fire safety devises anywhere in or about a townhome. If spray paint, sanding, or any other work that could potentially set off the smoke detectors or fire sprinklers will be performed, it is permissible to cover smoke detectors and/or fire sprinklers with plastic (and no other material), but the plastic must be removed at the end of the each day. A fine of \$500 will be charged for each smoke detector or fire sprinkler left covered overnight. Arrangement with the Association needs to be made in order to cover and protect smoke detectors.

Resident's Responsibility: Each Resident is responsible for any violations by such Resident's contractor or subcontractors of the Architectural Standards, the Restrictions and Rules and the Declaration.

UNANIMOUS CONSENT TO ACTION BY THE BOARD OF DIRECTORS

Coronado Commons c/o Vision Community Management 16625 S. Desert Foothills Pkwy. Phoenix, AZ 85048 (480) 759-4945

The undersigned, constituting all of the members of the Board of Directors of Coronado Commons Homeowners Association, an Arizona nonprofit corporation, hereby take the following actions in writing and without a meeting pursuant to Section 10-3821, Arizona Revised Statutes, which actions shall have the same force and effect as if taken by the Board at a duly called meeting of the Board.

RESOLVED that the Board of Directors hereby adopts the following amendment to the Restrictions and Rules for Coronado Commons Homeowners Association effective dated June 15, 2017:

PATIO FURNITURE SHALL BE AMENDED AS SET FORTH BELOW:

Residential Townhomes – Section 3 (e) Any furniture, furnishings, umbrellas, plants and other materials kept or stored on any Balcony/Patio or Porch shall be maintained in like new condition at all times. Patio furniture upholstery must be black, white or gray or a combination of the three. No plastic furniture shall be permitted.

Balconies/Patios and Porches – Section 1 Outdoor furniture, furnishings, umbrellas, etc.: All items must be maintained in like-new condition. None of the furnishings or other improvements shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the balcony/patio or porch area. Patio furniture must be black or white. Any furniture visible from neighboring property must have prior written approval of the Reviewer.

EXCEPT as amended by this Unanimous Consent to Action, the Restrictions and Rules for Coronado Commons Homeowners Association effective May 1, 2015 remain unchanged and in full force and effect.

IN WITNESS W	HEREOF, the un	dersigned have ex	ecuted this conse	nt as of the	\mathcal{B}_{-}	day of	
JUNE	, 2017.	· ·		_		<i>'</i>	

Michael Smith

President and Director, Board of Directors

Øustin Riley

Vice President and Director, Board of Directors