

CORONADO COMMONS AMENDED AND RESTATED RESTRICTIONS AND RULES

I. GENERAL

A. INTRODUCTION

Because attached living relies on the cooperation to be successful and pursuant to the Restated and First Amended Declaration of Covenants, Conditions, and Restrictions for Coronado Commons recorded in the office of the Maricopa County Recorder on September 8, 2014, Document Number 20140593821, as amended (the "**Declaration**"), the Coronado Commons Homeowners Association ("**Association**") created these Amended and Restated Restrictions and Rules (the "**Rules**"). Here you will find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment within the Community. These 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.

These Rules remain subject to the 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.

Pursuant and subject to the Declaration, the Board of Directors has the power to revise these Rules as may be necessary from time-to-time.

Please read these Rules carefully, and ensure your family, guests and tenants fully understand and follow these Rules. If you have questions, please contact the Community Manager at the following address:

*Coronado Commons Homeowners Association C/O Vision Community
Management, 16625 S. Desert Foothills Parkway, Phoenix, AZ 85048,
Phone: 480-759-4945, Fax: 480-759-8683, E-mail:
CoronadoCommons@WeAreVision.com.*

Or such other part(ies) as the Board may designate from time to time.

The purpose of the Association is to operate, manage and maintain Coronado Commons for the benefit of the Owners. 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 the 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.

B. DEFINITIONS

Capitalized terms that are not otherwise defined in these Rules have the meanings given to them in the Declaration. In addition, the following terms shall have the following meanings:

City means the City of Phoenix, Arizona.

Community Manager means Vision Community Management or such other entity as the Board may appoint from time to time.

Coronado Commons means the Community with the Improvements.

Discarded Material means garbage, trash, recyclable materials, other materials to be disposed of.

Hazardous Material means a substance or material that the Secretary of Transportation of the United States has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 U.S.C. 5103).

Improvements means the improvements to real property constructed on the Community.

Lessee means the lessee under a lease for the use and occupancy of a Lot.

Lot means the Unit together with the Yard of that Unit.

Owner means any person having an ownership interest in title to a Unit.

Resident means any person actually and lawfully residing in a Unit.

Unit Modification means any modification to a Unit and/or the Yard of any Unit including structural changes to any improvement (e.g., a building or fence).

When used in these Rules, the words “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.”

C. COOPERATION

Coronado Commons is a unique and luxurious living environment that calls for cooperation, common sense, and consideration of neighbors. To facilitate harmony within the Community, all Residents and their guests must comply with these 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 for review. Owners are encouraged to participate in the continued management and upkeep of Coronado Commons by serving on the Board or a committee thereof.

The 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 for consideration.

D. SEVERABILITY

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

E. ACTIVITIES WITHIN THE COMMON AREA

All Residents should be thoughtful and considerate of their neighbors and observe rules of good conduct. The following are general guidelines:

1. Safety and Noise. Please use common sense and courtesy regarding voice levels, unnecessary noise, and boisterous conduct. This includes televisions, radios and/or other sound emitting devices.
2. Damage Caused by Owners or Residents. A Resident causing damage to all or any part of the Common Area or the property of any other Resident shall bear all costs of repairs and/or replacement for such damage or destruction.
3. No Private Storage. No one may store or place anything in the Common Areas for more than a few minutes. The Owner in whose Unit a Resident resides shall be jointly and severally liable for damage or destruction caused by that Resident.

4. No Obstruction. Obstruction of the walkways or entranceways throughout the property is prohibited. Personal property may not be left in the parking areas at any time.
5. Disposal of Trash and Recycling Materials. Discarded Material shall be kept exclusively in the paddocks designated therefor. Discarded Material (including animal feces) shall not be placed or kept outside any Unit including the Yard of any Unit. No trash containers or outdoor incinerators shall be kept or maintained on in the Yard of any Unit or other place outside any Unit. Each Unit Owner shall be responsible for any Hazardous Materials in or around that Owner's Unit used by anyone within that Owner's reasonable control, including contractors engaged by or on behalf of that Owner. Hazardous Materials shall be disposed of in accordance with applicable law and shall not be stored in any Unit, the Yard of any Unit or in any Common Area (including the trash and recycling paddocks).
6. Solicitation. Residents shall not distribute or cause to be distributed any advertising, pamphlet, free newspaper, or any other printed matter anywhere in the Community including on vehicles.
7. Skateboards. Scooters. Bicycles. Rollerblades, Etc. Care should be taken when riding skateboards, scooters, bicycles, rollerblades, etc. in the Community. Any such items shall be stored exclusively within Units. Motorized mopeds, ATVs, skateboards, go-peds, mini-bikes, scooters, miniature motorcycles, pocket bikes, and other devices that are not permitted to be driven or operated on City streets are prohibited within the Community.
8. Outside Drying or Laundering. No Exterior clothesline shall be erected or maintained for drying or airing clothes on any portion of any Unit (including the Yard of the Unit). No exterior drying or laundering of clothes, towels or any other items shall be permitted if visible from outside a Unit.

F. CONDUCT AFFECTING INSURANCE

Residents shall not do or keep anything in any Unit or Common Areas in violation of any law or that would adversely affect the insurance coverage (including increasing the premiums therefor) of the Association or any Owner.

A Resident and the Owner of the Unit in which such Resident resides who is responsible for an increase in the insurance premiums on the Unit of another Owner or on the Common Areas shall be personally liable for such increase.

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.

G. RESIDENTIAL UNITS

1. Residential Use. All Units 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 residential
2. Pest Control. Owners are responsible for performing or contracting to have performed such termite and pest control service for their Unit as is necessary to keep it free from termites and pest infestation. However, the Association may address infestations that would reasonably be expected to affect more than one Unit and impose costs on the Owners of affected Units including levying special assessments on the affected Unit Owners to finance the cost thereof.

3. Balconies and Porches. Please note the following guidelines regarding Balconies and Porches:
 - a Existing drainage patterns on Balconies must be maintained and all drainage systems must be kept free of debris and remain free flowing. No changes may be made to any drainage systems without the approval of the Association.
 - b No hanging screens, linens, blankets, rugs, swimsuits, plants, banners, wind chimes, plants or other objects may be hung outside any Unit.
 - c Balconies/patios and porches shall not be used for storage, including, bicycles and exercise equipment.
 - d Residents shall use due care when cleaning their balconies. Balcony surfaces shall be cleaned in such a manner as to not cause any damage to any other Unit or the personal property of any other Resident.
 - 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. No plastic furniture shall be permitted.
 - f 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. Only electric grills may be operated on any Lot including in the Yard of a Unit.
 - g Stereo speakers may not be placed on the balconies or porches.
 - h 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 outside any Unit including on the balconies/patios, porches, or Yard of the Unit where such structures would be visible from neighboring property.
4. Alarms. Any alarm installed or connected in a Unit shall be monitored by a responsible alarm company and requires 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.
5. Speakers: Vibrations and Noise. Wall mounted music, television or surround sound systems, or any other device that causes vibrations, noise or an unreasonable annoyance or damage are not permitted to be supported by any common walls. No exterior speakers, horns, whistles, bells, or other sound devices shall be located, used, or placed on or in any Unit.

H. ANIMALS

1. Residents must comply with applicable laws and regulations regarding the control and health of pets. All dogs and cats shall have a current license and identification tag. Loose, unattended animals without a license or identification tag may be reported to the City.
2. Residents and Guests of Residents must remove and any fecal wastes (and clean the area affected thereby) made by pets outside any Unit including in any Common Areas.

3. No animals other than a reasonable number (i.e., one or two) of generally recognized house pets, shall be maintained in or on any Unit and then only if such house pets are kept or raised solely as domestic pets (and not for commercial purposes) within a Unit and the Yard of that Unit. The Board shall have the sole authority to determine what is a reasonable number of animals for any Unit, and the Board's determination shall be final.
4. No animal shall be allowed to make an unreasonable amount of noise, cause an odor, or otherwise become a nuisance. All dogs or other house pets capable of being walked on a leash shall be kept on a leash not to exceed six (6) feet in length when outside Unit, and all pets shall be maintained directly under a Resident's control. No pets shall 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. No structure for the care, housing, confinement, or training of any animal shall be maintained on any portion of the Common Areas or outside any Unit.
7. Pets shall not be tied to trees or any exterior 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 Unit or within the confines of the Yard of the Unit unless accompanied by a Resident.
9. Each person bringing or keeping a pet in the Community shall be 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 guests.

I. GENERAL RESTRICTIONS REGARDING THE 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 outside any Unit including on the Common Area.
2. Except as permitted by this section, no motor vehicle may be parked, kept, or stored outside any Unit including the Common Area. No motor vehicles designed or used for carrying merchandise, supplies or equipment for commercial purposes may be parked outside any Unit including the Common Area, except for temporary parking of the vehicles of contractors, subcontractors, suppliers or vendors of the Association or the Owners or Residents.
3. Motor vehicles must be parked in the Unit in the designated parking spaces or on Coronado Road, subject to the restrictions imposed by the City. Because we have very few designated parking spaces, the Association may remove vehicles that have occupied those spaces for more than three consecutive days.
4. No motor vehicle of any kind may be stored 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 similar material.
5. Recreational vehicles, motor homes and similar vehicles owned or leased by an Owner, Lessee or Resident may be parked in paved portions of the Common Area

on a temporary basis only 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 any part of the Common Area. No inoperable motor vehicle may be stored or parked on any part of the Common Area.
- 7. No garage shall be converted to living space. 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.
- 8. The Board may impose additional parking restrictions from time to time by adopting supplemental regulations.

J. NUISANCES AND OFFENSIVE ACTIVITY

- 1. No unlawful activity shall be conducted on any Lot or in the Common Area. An Owner shall be jointly and severally liable for the unlawful activity of any Resident occupying that Owner’s Unit.
- 2. No nuisance shall be permitted to exist or operate on any Lot and no activity shall be conducted by any Resident that is offensive or detrimental to any portion any other Lot or the Common Area. 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 any Lot without the prior written approval of the Board. An Owner shall be jointly and severally liable for the offensive activity of any Resident occupying that Owner’s Unit.
- 3. Sidewalks, parking areas, driveways, etc. shall not be obstructed or used for bicycle riding or for purposes other than for entrance and exit.

K. RENTAL OF RESIDENTIAL UNITS

- 1. Rental. An Owner shall be entitled to rent their Unit (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 acts or omissions of the parties leasing or otherwise occupying that Owner’s Unit.
- 2. Association Notification. All Owners who rent their Units shall submit the following items to the Association no later than ten (10) days prior to the commencement of the lease: (a) the commencement date and termination date of the lease and the names of each Lessee or other Resident who will be occupying the Unit during the term of the lease; (b) the address and telephone number of the Unit Owner while the lease is in effect; (c) the telephone number of the Lessee; and all tenant vehicle information, including year, make, model and license plate.
- 3. Written Lease or Rental Agreement. 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. Compliance with Governing Documents. A copy of the Governing Documents and these Rules shall be provided by the Owner to each Lessee. The Owner is responsible for compliance with the Governing Documents pursuant to the occupancy and use of a Unit. The Board may give notice that a lease or proposed lease violates Section 5.1(b) of the Declaration and may pursue all remedies available to the Association to enforce such leasing restriction.
5. Association Amenities. If you lease your Unit, your rights to use the amenities in the Common Area transfer to the Lessee and you will have no right to use any such amenities.
6. Time Sharing. No Unit 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. Assessments and Voting Rights. An Owner remains solely responsible for the timely payment of all Assessments and any fines imposed by the Association on that Owner's Lot. A Lessee has no obligation to the Association to pay assessments imposed by the Association nor shall any Lessee have any voting rights in the Association.

L. 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 Association. Signs permitted with prior written approval may be: (1) One standard size realty company "For Sale" sign in the window of a Unit; (2) Signs as may be required by legal proceedings or by applicable law; (3) One small alarm company sign in a window or outside near the front door of a Unit; (4) Unit identification signs not exceeding six (6) inches by twelve (12) inches in size. Political signs may be displayed consistent with Arizona law.

M. SOUND ATTENUATION

1. In any multi-family dwelling, sound may be audible between Units, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Unit is very low. Each Resident shall endeavor to minimize any noise transmission from his or her Unit.
2. No holes or other penetrations shall be made in common walls without the prior approval of the Association. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from any common wall.
3. No modifications shall be made to any Unit that cause a reduction in the sound deadening properties of a Unit.
4. 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.

II. 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.

Unit Modifications may not be made or undertaken without the prior written consent of the Association and any necessary approvals of the City. The Association may prescribe a form for the request for approval. Each request for a Unit Modification shall include a list of contractors that will be involved in the Unit Modification. The Association may also require proof of insurance from any such contractor(s) along with a builder’s bond.

Please refer to Article IV of the Declaration in conjunction with these Architectural Standards and contact the Community Manager with any questions regarding the review process.

A. 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.

B. Submittal of Application for Approval

Here is a list of examples of Unit Modifications:

1. Interior Improvements: All interior improvements to the Unit that impact adjacent Units or alter any part of the Common Area. The term "Interior Improvements" includes the following:
 - 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 common walls) that may impair or alter the structural integrity of the building.
2. Electrical, HVAC and Plumbing: New installations or changes to any originally installed electrical, HVAC or plumbing of any kind. Residents shall be strictly liable for overloading overloads electric wiring or operates any devices in any manner that causes an unreasonable disturbance to others.
3. 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 a neighboring property. These shall include but are not limited to, patio covers, windows, screens, sunshades, awnings, walls, doors, railings, gates, patio furniture, landscaping, etc.
4. Entry Door Hardware: Residents shall not remove or replace any hardware on any entry doors without the prior written approval of the Association.
5. Balcony and Porch Furnishings. Furnishings in the Yard of a Unit or on the balcony of a Unit that are visible from the ground are subject to the prior written approval of the Association. The Association may from time to time prescribe guidelines regarding acceptable furnishings.

6. Garages. To minimize noise from garage doors, any new garage door openers shall be designed to minimize noise and vibration levels in at least as good a manner as those that were originally installed.

C. Architectural Review Process

Unless otherwise established by the Association, requests for review shall be submitted to the Community Manager. The current Community Manager's contact information is as follows:

Coronado Commons Homeowners Association
C/O Vision Community Management
16625 S. Desert Foothills Parkway, Phoenix, AZ 85048,
Phone: 480-759-4945, Fax: 480-759-8683, E-mail:
CoronadoCommons@WeAreVision.com.

Application for Approval: All requests for Unit Modification must be submitted in writing, together with the following:

- A completed Modification Approval Request Form in the form prescribed by the Association and available 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 or as the Association may reasonably require clearly indicating all proposed modifications;
- Architectural drawings, if an Owner is requesting permission to remove or relocate a wall or make changes to the exterior of any building;
- Description of materials and colors and material samples;
- A proposed construction schedule (including proposed start and completion dates);
- Certificates of insurance (including contractors' liability and workers' compensation insurance);
- Copies of any applicable permits; and
- Names, addresses and phone numbers of all contractors and subcontractors who will work on the project.

Incomplete submissions will result in delay.

The Board will review all requests for Unit Modifications and provide written notice of approval, approval with conditions, or disapproval of the proposed modifications. The Community Manager will then provide written notice of the actions taken by the Board within thirty (30) days from the receipt of the complete application for Unit Modification.

All approved Unit Modifications shall be completed within six months of approval or such shorter period as the Association may specify in its notice of approval. The Association may grant extensions of the time required to complete an approved Unit Modification pursuant to a timely request for extension.

D. Architectural Standards

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

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 Association and may be disapproved by the Association in its sole and absolute discretion.

E. 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. No dish shall be mounted to any wall.
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.

F. Balconies Patios and Porches

1. Outdoor furniture, furnishings, umbrellas, etc.: All such 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 a neighboring property must have prior written approval of the Association.
2. Plants: 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 a neighboring property. Potted plants shall not be placed in a position on any balcony that will block any drains or obstruct drainage patterns.
3. Awnings, Etc.: 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 Association. Umbrellas may be permitted with approval by the Association.
4. Storage: No balcony or porch shall be used for a storage area for items or materials, including bicycles, exercise equipment, etc. No linens, blankets, rugs, swimsuits, or similar articles may be hung to be visible from neighboring property

G. Basketball Goals and Backboards

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

H. 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 in Yard of any Unit.

I. DECORATIVE ITEMS

1. Decorative Art on Units. Decorative art on the exterior of any Unit is not permitted.

- 2. Approved Flags. Only a 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, City, or an Arizona Indian Nation.

Prior approval of the Association is required for flagpoles that are installed in the Yard of a Unit. 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 Unit. 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 Unit on which the flag is displayed to do so with proper respect and flag etiquette.

- 3. Holiday Lights and Seasonal Decorations. Owners' 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 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. The Board may impose limitations on the duration of the display of seasonal decorations from time to time by adopting supplemental regulations.

J. DRAINAGE

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

K. 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 Unit which will allow light to be directed or reflected in any manner on the Common Areas or onto another Unit.

The Board may impose outside lighting restrictions from time to time by adopting supplemental regulations.

L. FRONT AND SIDE YARD LANDSCAPING

Front and side yard landscape and irrigation installed by Declarant shall be maintained by the Association. Owners 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.

M. 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 Association 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 Association, the Owner will be responsible for the maintenance of any such items.

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 must be approved by the Association prior to installation.

1. Plantings and irrigation should be setback from walls and foundation of the Unit a minimum of twenty-four (24) inches.
2. Granite should be neutral earth tone in color and a minimum of ½" in size.
3. Homeowners may submit approval requests for high quality artificial turf; the Association will make case by case determinations regarding this material after reviewing the submittals which shall include a sample of the proposed artificial turf. If artificial turf is approved, the Owner must maintain the appearance of the artificial turf in a clean, "like-new" condition. The Association retains the right to determine when the artificial turf must be replaced due to weathering or other damage. Artificial turf must be replaced with same turf originally approved or such other material as the Association may approve in advance in writing.
4. No permanent fountains or other water features are permitted.
5. Hardscape items such as pavers, concrete, brick, tile, wood, etc. that will be visible from a neighboring property must be submitted to the Association for written advance approval.
6. Statuary, artistic work, craft work, figurine or ornamentation of any type or kind must be approved in advance in writing by the Association.
7. 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.

N. WINDOW COVERINGS AND TREATMENTS, SECURITY DOORS, SCREEN DOORS

1. Permanent draperies or suitable window and sliding glass door treatments shall be installed on all windows and sliding glass doors through which the interior can be seen within sixty (60) days of occupancy. All such treatments must show white unless otherwise approved in advance in writing by the Association.
2. No reflective materials, including aluminum foil, reflective screens or glass, mirrors, or similar material, shall be installed or placed upon the outside or inside of any windows of a Unit without the prior written approval of the Association. No drapes, blinds, shades, screens, or other items affecting the exterior appearance of a unit shall be constructed or installed without the prior written approval of the Association.

3. Exterior wrought iron or metal bars on windows are prohibited.
4. Exterior security doors or screen doors are prohibited.
5. Sunscreen material may be installed with prior written approval by the Association 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.

O. GENERAL CONDITIONS

Approval by the Association 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 Association 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 Owner. In addition to the restrictions set forth in the Declaration and these Rules, each Owner shall also comply with the following restrictions and guidelines.

1. Building Permits. Building permits may be required for certain Improvements or changes. The Owner shall obtain Association 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 Association.
2. Damage to Common Areas and/or Association Property. Common Areas must be protected from damage and an Owner shall be responsible for any damage to the Common Areas caused by that Owner or said Owner's agents including contractors or tenants. All applicable charges for restoration will be charged back to the Owner by the Association and are due and payable within thirty (30) days from notification.
3. Effect of Approval. Approval of plans is not authorization to proceed with any modifications to any property in the Community other than the Unit owned by the applicable Owner.
4. Building Code Requirements. The Owner shall ensure that proposed modifications shall be consistent with applicable building code requirements. No modifications will be permitted that could impair the structural integrity or mechanical systems of the Community.
5. Zoning. All uses shall be in conformity with the zoning ordinances of the City.
6. Structural Alterations. No structural alterations to the interior of a Unit or to the Common Areas surrounding any Unit 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 Owner or Resident without the prior written consent of the Association.
7. Mechanic's Liens. No Owner or Resident may cause or permit any mechanic's lien to be filed against the Association or the Community for labor or materials alleged to have been furnished or delivered to the Association or the Community or any Unit, and any Owner or Resident who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner or Resident from the Association. If any Owner fails to remove such

mechanic's lien, the Board may discharge the lien and impose on the Owner a special assessment for the cost of discharge plus all reasonable costs associated therewith.

8. Concrete Walls or Slabs. No Owner or Resident shall drill, penetrate, or otherwise tamper with the concrete or other structural components of the Association or the Community, including the balcony, porch, patio, and the garage structures.
9. Additional Requirements. The Association may require a written indemnity against liability in addition to evidence a written acknowledgment that any 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 Association. The architect or engineer shall certify that such modification will not impair the structural integrity of any Improvement on the Community or the mechanical systems serving any Improvement on the Property.

P. REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

1. Insurance and Contractor's License: Each Owner 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 Association. The Association shall be named as an additional insured on the Certificates of Insurance while the work is in progress.
2. Damage: Any damage caused by contractors or sub-contractors to any Common Areas or other Units is the Owner's responsibility. Any damage must be reported immediately to the Association. The Owner will be held liable for the actions or omissions of his/her contractors, subcontractors and/or workers and the Owner will reimburse the Association and/or another Owner for any costs of repair resulting from such acts or omissions.
3. Trash and Debris: All trash and debris must be carried off-site daily and shall not be left in the Community.
4. Utility Shutdowns. Any plan to temporarily disconnect for any reason a Unit'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.
5. Working Hours: 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.
6. Stopping Work: 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.

7. Fire Safety Devices: No one shall remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in or about a Unit. 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 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 to cover and protect smoke detectors.
8. Owner's Responsibility: Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Governing Documents.

These Amended and Restated Restrictions and Rules shall be effective immediately upon the approval of 60% of the Members pursuant to Section 5.3(a) of the Declaration.