

SCOTTSDALE SPRINGS CONDOMINIUM ASSOCIATION
HOA RULES AND REGULATIONS
FOR ADOPTION MARCH 2017

In accordance with the Declaration of Covenants, Conditions, and Restrictions (CC & R's) for Scottsdale Springs Condominium Association, Article IX, Use Restrictions, 9.15 Rules and Regulations, the Association shall have the power to make and adopt any reasonable Association Rules with respect to activities which may be conducted on any part of the property. The Board's determination to whether a particular activity being conducted or to be conducted violates or will violate such Association Rules shall be conclusive unless, at a regular or special meeting of the Association, owners representing a majority of the voting power of the Association vote to be the contrary.

The Board uses the following criteria in considering rules and regulations for the Association:

- Compliance with State, County and City Law
- Safety and comfort of all owners and residents
- Maintaining and improving the property and property values.

Therefore, the Board of Directors for the Association and the benefit of all homeowners promulgates the following Rules and Regulations.

PROPERTY USE:

1. Owner-Landlords: (CC&R's Article IX, 9:05) Leases shall provide in the terms of the lease or rental agreement that occupants are subject in all respects to the provisions of the Association CC&R's and HOA Rules and Regulations. Accordingly, Rules and Regulations must be provided to residents. Owners shall provide copies of the Rules and Regulations to tenants and owners are ultimately accountable and responsible for ensuring that tenants adhere to the Rules and Regulations. Owners of short term rentals (30 day minimum) are encouraged to keep a visible copy of the Rules and Regulations within the unit and available to their guests.
2. Leasing: Per Association CC&R's, no unit may be leased for a period of less than 30 days. If a unit is managed by a management or rental company, the owner is responsible for any leasing agreement. Renters must carry renters' insurance.
3. Signs: No signs shall be erected or maintained on any Unit except such signs the nature, number and location of which have been approved in advance by the Board of Directors, and those signs which must be permitted by legal proceedings or applicable law

PATIOS/BALCONIES/WALKWAYS/STORAGE:

Patios and balconies are "limited" common areas. Per CC&R's, "The limited common elements of the unit, include doors, doorways and interior of the patio. The CC&R's require that an owner..."shall keep his or her patio and/or balcony and entryway in a clean, sanitary, and attractive condition."

1. No laundry, towels, rugs, bathing suits, etc. are to be draped over balconies or patio enclosures. Clothes on hangers are not permitted in patio/balcony areas or visible to public view. No personal property is to be stored on walkways.
2. Landscaping within a patio or balcony and visible to the public must be maintained by the owner in an attractive manner. Plants must have water containment devices. Pots and planting vessels must contain live plants in good health.
3. Nothing visible to public view is allowed to be placed or resting on patio railings.
4. Open flame barbecues are not allowed on the property, other than in the designated barbecues located in the common area. This is in accordance with Scottsdale ordinance #2308. Therefore, any stored barbecue must be in areas not visible to the eye of your neighbors. Electric grills are permitted. Use of any open flame barbecue other than the common area barbecues is a violation and subject to a fine.
5. Traditional patio furnishings, only, are permitted on patios/balconies.
6. Patios and balconies may not be used for storing personal property, including but not limited to, waste containers, household furniture, boxes, cleaning equipment, weight equipment etc.
7. Patio light fixture must be black, dark bronze, brass, or antique copper colored metal. NO white, chrome or plastic. Glass or globes must be clear, off-white or amber glass. Fixture coverings, including Southwest Style are allowed and must match/coordinate with building color. This includes black, bronzed, antique copper, brown, terracotta or tan. NO colored glass is allowed. Bulbs must be white, soft white, or yellow. No other colored bulbs are allowed. Decorations are subject to approval by the Board of Directors.
8. Exterior modifications: Any alteration to the exterior of a building, patio balcony or walkway is subject to prior approval by the Board of Directors. This includes but is not limited to windows, sliding glass doors, sun screens, entry way gates, ceiling fans, ornamental screens, water softening equipment, screen/security doors, misting equipment, etc. Below are guidelines:
 - a) Windows frames must be black or dark bronze to match existing, aluminum, and slider-style. Vinyl replacement windows or frames are not allowed.
 - b) Glass must be clear, grey or green tint, Low-E, grids to match existing or no grids. NOT blue.
 - c) Screens must be black or dark bronze to match existing. NOT silver.
 - d) Patio door Frames must be black or dark bronze metal to match existing, aluminum, slider style. Vinyl or silver frames are not allowed
 - e) Sun/Solar Screens for balconies are allowed for energy efficiency-not for decoration or privacy. Approved Sun/Solar screens are designed specifically to reduce the sun rays and energy cost. Sun screen material must be black, dark brown or dark bronze. Sun screens must be hung properly (on beams, not soffits), to not violate hanging rules. Sun/Solar screens require and Architecture Request Form with specifications and must be approved by the HOA prior to installation.
 - f) Security Doors for the main entry to a unit can be black, dark brown or matched to the exterior railings (currently dark green). Doors must be approved by the HOA prior to installation. Screen doors are not allowed.
 - g) Ground unit Patio Gate Frames must be approved by the HOA prior to installation and must match existing exterior railings (currently green).

- h) Storage rooms and sprinkler equipment must be accessible. Storage room doors must be maintained in good condition without any holes and nicely painted.
 - i) Aluminum foil or any out of the ordinary window coverings or block out materials are not allowed.
- 9. Satellite dishes: See rules under "Satellites and Antennas".
 - 10. Use of roller skates, roller blades, bicycles, scooters or any other recreational items with wheels is strictly forbidden within the confines and on the pathways of Scottsdale Springs. A maximum of two (2) non-motorized bicycles may be stored in a patio/balcony area. However, these may not be hung from the walls or rafters.
 - 11. No items, such as hanging plants, wind chimes, etc. may be attached to a common area beam or soffit. They can be hung on the interior beam of a patio.

PETS

Violation of pet rules may result in an immediate violation notice. Immediate violation notices may be issued by ground security.

- 1. In accordance with CC&R Article IX, all pets permitted to be kept by this section (a maximum of two dogs or cats per unit) shall be confined within the condominium unit, patio or balcony and kept on a leash when on any portion of the common property. In accordance with Scottsdale City ordinance #1826, Section 4-108, dogs must be on a leash at all times.
- 2. In accordance with Scottsdale City Code #1972, Section 4-18, dog feces must be removed immediately and disposed of appropriately. Dog walkers are required to carry a waste collection bag and deposit used bags in the nearest pet waste collection container.
- 3. Walking pets without a waste bag or not picking up waste behind a pet is subject to an immediate violation notice.
- 4. Residents and owners are responsible for guest compliance.
- 5. A pet walking area is designated in the southwest corner of Scottsdale Springs. Pick up and proper disposing of feces applies to this area as well as the rest of the community. This designated area and numerous dog walking stations are supplied with pick-up bags and collection containers.
- 6. Pets are not allowed in the pool areas, spa areas or fitness room.

MAINTENANCE OF UNITS

This is a reinforcement of provisions stated in the CC&R's that govern our community.

- 1. Each unit owner is responsible for all aspects of their interior and maintenance. This includes, but is not limited to, the electrical, the plumbing, the air conditioning units, the windows, window coverings, screens, doors, etc.
- 2. Window and patio door coverings are limited to white, off white, natural wood vertical or horizontal blinds, or lined drapes. Drapes must cover the entire opening of the window or slider. Drape lining must be white or off-white. Colored or off color coverings/linings are not allowed.

3. Each owner is responsible for the repair and maintenance of the limited common elements of the unit, which include doors, doorways, interior of the patio and structural soundness of same etc.
4. If any of the interior elements or limited common elements that are visible from the exterior of the unit are to be replaced, they must be consistent with the existing items used throughout the complex. Examples are window coverings, doors and screens. Currently existing window screens and frames are bronzed. Silver, white or aluminum colored screens or frames are not allowed.
5. If an owner seeks permission to change or replace exterior windows or sliding glass doors, or add a security door or gate to a condo unit, or a sun/solar screen to a balcony, the owner must receive prior approval from the HOA's Architectural Committee via an "Architecture Request Form" before replacing these items.
6. For any exceptions to architecture rules, an owner must request permission and a hearing of the Board of Directors and be present at the HOA meeting when the request is on the agenda for consideration.

ROOF WORK

All work on the roofs of Scottsdale Springs' condominiums must be scheduled through the property management company. The date and time of the work must be conveyed, as well as the name of the company doing the work.

TRASH

1. All trash must be placed inside the appropriate dumpsters, trash or recycle, provided at several locations throughout the parking areas on the property. No garbage or trash may be left outside the containers. Trash may not be placed outside of a condo unit.
2. The discarding of cigarette butts in front of the condominium unit, in limited common areas, (patios, balconies and walkways) or anywhere on the property is strictly prohibited.
3. All boxes and cartons must be broken down before placing in the dumpster.
4. Large items, including furniture, Christmas trees, appliances, carpeting, sporting equipment, construction and remodeling debris, etc. are not to be placed in the dumpsters and must be discarded and hauled off site by an owner/occupant. Violations are subject to a fine.

PARKING/VEHICLES

1. One parking space per condominium association unit is assigned. Vehicles in excess of ¾ ton or designed for commercial purposes are not permitted.
2. Washing of vehicles is not permitted on Scottsdale Springs' property.
3. No vehicle repairs or maintenance of any type are permitted on-site. Vehicles must be maintained and not appear inoperable. (i.e., flat tires, broken windshield or headlights, etc.)
4. Vehicles that appear inoperable or deemed a "nuisance" will receive a written warning and may be towed at the Board's discretion if the situation is not corrected.
5. Recreation vehicles are required to display a permit acquired from the property management company and be parked in designated locations only.

6. Open parking spots are for guests and second vehicles of residents. Leaving a vehicle in an open spot for an extended period of time could result in a warning notice and towing.
7. Residents must follow the ingress and egress arrows on the East Parking lot. A resident specifically identified as not following the flow of traffic will receive a violation notice per our policy and fined if cited a second time.
8. Vehicles and motorcycles parked in Scottsdale Springs must be in good repair along with a visibly displayed license tag. If an owner's vehicle or motorcycle causes damage due to coolant or oil leaks, the owner will receive a notice to correct the problem or park the vehicle off the property. If the problem continues, the owner of the vehicle is subject to a fine.

POOLS/SPAS/FITNESS CENTER –

For the safety and pleasure of all using these amenities, pool and spa violations may result in an immediate violation notice and a request to leave the area. Please note that these rules reflect City and County ordinances and failure to abide by them could result in the closure of these amenities for all. Immediate violation notices may be issued by ground security.

1. Keep the gates closed at all times, as required by County Ordinance.
2. Read and obey all posted pool and spa rules.
3. Four Pool Passes are issued to owners. Each pass is good for two individuals. The Board reserves the right to request anyone using the pools or spas to show a pass. Therefore, owners, tenants and guests are encouraged to carry passes to the pool and spa areas.
4. Warning – no lifeguards are on duty at either pool. All persons, visitors or residents use the pools at their own risk. Owners and management are not responsible for accidents or injuries.
5. No glass items are allowed in the pool and spa areas. Broken glass results in the need to close and completely drain the pool or spa. This is costly and inconvenient to all residents. This rule is subject to an immediate violation notice. Immediate violation notices may be issued by ground security.
6. No pets are allowed in the pool or spa areas. This rule is subject to an immediate violation notice. Immediate violation notices may be issued by ground security.
7. No smoking is allowed in the pool and spa areas. This rule is subject to an immediate violation notice. Immediate violation notices may be issued by ground security.
8. Food is not allowed in the pool and spa areas. This rule is subject to an immediate violation notice. Immediate violation notices may be issued by ground security.
9. Excessive noise is not permitted. Headphones are required when listening to music and audio devices in the pool and spa areas. This rule is subject to an immediate violation notice. Immediate violation notices may be issued by ground security.
10. No children under the age of 12 are allowed in the pool or spa areas unless accompanied and supervised by an adult. There are no lifeguards at the pool and owners are ultimately responsible for those whom they allow access to the pool and spa areas.
11. No cutoffs or non-traditional clothing is allowed in the pools or spas.
12. Babies in the diaper stage must wear tight fitting rubber or plastic pants or a swim diaper, as required by law when in the pool.
13. Remove oil before entering the pool. If using body oil, cover furniture before sitting.
14. No diving into the pools or running on the pool or spa decks is allowed.

15. Pool hours are 8 a.m. until 11 p.m. Pools and spas shall not be used after 11:00 p.m. and before 8:00 a.m.
16. Board/Management reserve the right to deny access to the pool, spa and fitness room and/or close the pools or spas at any time.
17. These facilities are for the use of residents and their guests only.

INSURANCE REQUIREMENTS

This rule is a reinforcement of the insurance requirement as stated in the CC&R's that govern our community.

1. The HOA policy carries a \$25,000 deductible. When purchasing insurance for your unit, please provide your agent with a copy of the HOA insurance certificate and make sure that you are adequately insured with an HO6 policy.
2. Owners are responsible for providing their mortgage company with a certificate of insurance. The HOA will not intercede in situations wherein damage to a unit is caused due to water leaks, mold, etc. originating from a contiguous unit. If an owner chooses not to carry insurance as previously described, he/she may be held personally liable for damages and/or related negotiations with neighboring unit owners affected in the event of damage and their insurance carriers!
3. Roof leaks: The association is not responsible for damage to interior of condominiums except to the extent covered by the Association's insurance. Owners are responsible for the deductible portion of all claims covered by the Association's insurance.

HOMEOWNER FEES

The Board of Directors has established a policy for the payment of homeowner fees, which is herewith made a part of these Rules and Regulations.

1. If an owner's delinquencies exceed two-month's assessment, the owner's use of the common elements including the pools, spas, fitness room, and grills can be revoked.

ENFORCEMENT

Adherence to the above policies and courtesy to our neighbors will ensure that Scottsdale Springs is an environment in which all residents will be content and proud to reside. Rules are enforced against owners. Owners are required to advise and enforce rules with their tenants, occupants and guests.

Pursuant to Article iii, Section 2 (a), (f), and (h) of the By-Laws of Scottsdale Springs, the Board of Directors of the Association has adopted a uniform and systematic procedure to assess fines of the Association. Pursuant to the Arizona Revised Statutes and Declaration of Covenants, Conditions, and Restrictions, the Board of Directors shall have the power to assess penalties against the owner(s) of a unit for violation of the Declaration of Covenants, Conditions, and Restrictions By-laws, or Rules

and Regulations committed by the owner(s) and owner(s) shall be liable for any violation committed by a tenant or other occupant of the unit of the owner(s) or their guests.

These penalties shall be established based on the nature of the offense, the response of the offending owner(s) and repeated violations. The minimum penalty shall be \$25.00, escalating to as high as \$1,000.00 depending on the nature of the violation. The residents and/or owner(s) in question shall be informed in writing of the alleged violation and the monetary penalty for that violation. A summary of the Notice Policy is explained below:

The first letter or immediate violation notice is a warning:

First Notice of Violation

This notice is the initial letter officially written from the Board or its designated representative notifying the owner of the violation. The letter or notice will state the violation that occurred, the approximate date(s) on which it occurred, and state the requested remedy.

The owner may dispute/contest this notice by contacting the property management company or by requesting a hearing. The owner will have fifteen (15) days from the date of the violation notice to comply. If the violation is remedied, no further action will be taken.

If the same violation persists past the fifteen (15) days, or, for reoccurring violations, if subsequent violations occur within this time frame, a Second Notice of Violation will be sent to the owner and a fine will be assessed.

Second Notice of Violation – Fine Assessment:

This notice is the follow up letter to the First Notice of Violation and a second attempt to resolve the reoccurring violation. The letter will state the violation that occurred, the approximate date(s) on which it occurred, state the requested remedy and assess the fine.

The owner may dispute/contest this notice by contacting the management company or by requesting a hearing. The member will have fifteen (15) days from the date of the Second Notice of Violation to comply or another fine will be assessed. If the violation is remedied, no further action will be taken.

If the same violation persists past the fifteen (15) days, or, for recurring violations, if subsequent violations occur within this time frame, additional fines may be assessed.

Additional Notices of Violations/Assessments:

If no corrective action has been taken, or for a recurring violation, if the violation occurs again, after a First Notice of Violation and a Second Notice of Violation have been delivered, a Hearing Notice providing the owner with notice and an opportunity to be heard will be mailed to the owner via certified and first class mail. The Hearing Notice will indicate the fine amount that may be imposed, and the hearing date, time and location. The amount of the fine/penalty shall be dependent upon the violation, frequency of violations and in accordance with the Violation Fee Schedule.

Violations and Fines:

Major Offense Violations	Fine for 1 st Offense	Fine for 2 nd Offense
Unit rental less than 30 days	\$250.00	\$500.00
Glass in pool and/or spa area	\$250.00	\$500.00
Open flame grill on patio/balcony	\$250.00	\$500.00
Items deposited outside dumpsters	\$250.00	\$500.00

Pet & Pool Violations -	Fine Amount
1	\$50.00
2	\$100.00
3	\$200.00
4 or more	\$50.00 added for each additional violation up to \$1,000.00

Other Violations	Standard Violation (15-day Notice)
1	Warning followed by \$25.00 fine if not corrected.
2	\$50.00
3	\$100.00
4 or more	\$50.00 added for each additional violation up to \$1,000.00

SATELLITES/ANTENNAS

These rules and regulations will govern the installation of Antenna (defined below) within the Association:

“Covered Antenna” shall refer to the following:

- (a) an antenna or satellite dish designed for over-the-air reception of signals from direct broadcast satellites (DBS) that is 1 meter or less in diameter,
- (b) an antenna or satellite dish designed for multi-channel multi-point distribution (wireless cable) providers (MMDS) that is 1 meter or less in diameter, or
- (c) antennas designed to receive television broadcast signals (TVBS) regardless of size

Any antenna *other than* a Covered Antenna, must be approved by the Association prior to installation, including, without limitation, antennas used for AM/FM radio, amateur (ham) radio, CB radio, Digital Audio Radio Services (DARS) and antennas used as part of a hub to relay signals among multiple locations (“Other Antenna”) (“Covered Antenna” and “Other Antenna” collectively referred to as “Antenna”).

1. **Installation.**

Unit, Patio or Balcony. A notice of installation must be submitted to the Association prior to the installation of any Covered Antenna. Once the notification form has been submitted, the Owner or resident may proceed with installation. All Covered Antenna must be installed entirely within patios or balconies on tripods.

Common Elements. Prior Association approval is required for installation of a Covered Antenna on Common Elements (i.e. roof, exterior walls, balcony railings, fascia boards, etc.). ***Approval will only be granted if an Owner or resident is unable to receive an acceptable quality signal from their unit, patio or balcony.*** The failure to receive an acceptable quality signal must be demonstrated by the Owner or resident.

No Penetrations in Common Elements. If installation of a Covered Antenna on Common Elements is approved by the Association, no penetrations in the Common Elements (exterior walls, roof, etc.) to install, use, or maintain the Covered Antenna are permitted. Covered Antenna installed on the roof of a building must be installed on a tripod.

- 2. **Wiring.** Only one line or wire may be run from an Antenna to the unit. All Antenna wiring installed on the outside of the building must be affixed to the building, painted to match the building and be hidden from view as much as practical by utilizing under roof areas and corners of the building.

The following devices shall be used whenever possible: (a) devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane or other Common Elements, (b) devices such as ribbon cable that permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall or (c) existing wiring for transmitting telecommunications signals and cable services signals.

- 3. **All Installations.** All installations shall be completed so that they do not materially damage any property in the Condominium, void any warranties of Association or in any way impair the integrity of any building in the Condominium. Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Antennas, or cause property damage, including damage from wind velocity.

4. **Manner of Installation.** Installation on Common Elements shall be completed only by a licensed contractor/installer. Antenna shall be installed and secured in a manner that complies with applicable codes, safety ordinances, city, state and federal laws and regulations, and manufacturer's instructions. The purpose of this rule is to ensure that Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.
5. **Removal of Unused Antenna.** Upon notice from the Association, Owners or residents must remove any Antenna installed within the Condominium that is no longer in use. If an Owner or resident fails to remove an Antenna no longer in use within the time proscribed by the Association, the Association may remove the Antenna and assess the cost of the removal to the Owner. If removal of an Antenna requires restoration of the installation location or any other affected locations to their original condition, Owners shall be responsible for all costs relating to restoration of these areas.
6. **Association Maintenance of Common Elements to Which An Antenna is Affixed.** If Association maintenance of Common Elements requires the temporary removal of Covered Antennas, the Association shall provide Owner or residents with written notice requesting removal. Owner or residents shall be responsible for removing or relocating Covered Antennas before maintenance begins and replacing Covered Antennas afterward. If they are not removed in the time required by the Association, then the Association may do so, at the Owner's expense. The Association is not liable for any damage to Covered Antennas caused by Association removal. The Association is not responsible for reinstalling Covered Antennas.
7. **Enforcement.** If any Owner or resident violates the provisions of this policy or the Declaration, including without limitation, installing an Antenna on Common Elements without Association approval, the Association may levy reasonable monetary penalties in an amount to be determined by the Board, bring an action for injunctive relief with any court of competent jurisdiction or take any other action permitted by law or the Association's governing documents.

THE BOARD OF DIRECTORS
SCOTTSDALE SPRINGS CONDOMINIUM ASSOCIATION

PREVENTATIVE MAINTENANCE EXPECTATIONS FOR ALL OWNERS

Each owner shall install steel-braided toilet tank fill hoses with steel connectors and ball valve shutoffs at the wall. These will replace the fill hoses with plastic connectors at the toilet tank and screw-type shutoff valves.

Each owner shall install steel-braided washer hoses to replace plain rubber hoses provided at purchase.

Each owner shall install copper, steel-braided or nylon mesh tubing on icemaker refrigerators to replace plain plastic tubing.

An owner shall take any reasonably responsible steps to ensure that no damage occurs to the owner's unit, other units, or the common elements.

If an owner leaves a unit for an extended period, the owner shall have a person enter his or her unit to inspect to ensure that no water leaks or other damage is occurring within the unit.

The domestic water shut off valve located inside the storage closet should be shut off whenever the owner is going to be absent for an extended period of time. These gate valves may be "frozen" due to corrosion, age, etc. If that is the case, the unit owner should make plans to replace and repair the valve during a planned water shutdown period.

It is highly recommended that all older gate valves be changed to a ball valve type. When turning the domestic water back on, the valve should be opened fully and then turned back a turn or two as this helps to keep the valve from "freezing up". Management will make every effort to give advance notice enabling owners to coordinate with a plumber to have this very important value replacement or repair made.

If the wet bar sink is not used, the HOA recommends having the pipes leading to the wet bar capped off as wet bar plumbing has been a source of leaks in some units

The shut off valve for each unit's individual ceiling fire sprinkler system is in the outside storage closet at ceiling height. For fire safety purposes, this valve must always be in the "on" position. Homeowners need to ensure this valve and sprinkler system is in operative order.

All owners have certain maintenance responsibilities as outlined in our Covenants, Conditions and Restrictions (CC&R's) along with specifics in our Rules and Regulations. If property damage to an owner's condo, an adjoining condo or the common elements is due to an owner ignoring their maintenance responsibilities, the owner is liable.