



**VERITAS**

AT MCCORMICK RANCH

**VERITAS AT MCCORMICK RANCH (“VERITAS”) CONDOMINIUMS  
HOMEOWNERS ASSOCIATION  
COMMUNITY RULES**

**WELCOME TO  
VERITAS CONDOMINIUMS**

**INTRODUCTION**

The following Community Rules (“Rules”) are a supplement to the Declaration of Condominium and of Covenants, Conditions and Restrictions for Veritas Condominiums (the “Declaration”) and are not to be considered as the sole statement of regulations.

The Rules have been established by the Board of Directors of Veritas Condominiums Homeowners Association (the “Board of Directors”, the “Board” or the “Association”). These Rules remain effective unless or until amended or rescinded by the Board of Directors.

It is the responsibility of each resident, whether a Homeowner or Tenant, to become familiar with these Rules and then abide by them. It is the Homeowner’s responsibility to give a copy of these Rules to their tenant(s).

In addition, a Homeowner selling his or her unit has the responsibility of providing the purchaser (new Homeowner) with a copy of these Rules in addition to the Declaration and all other relevant Association documents.

Whether you are a Homeowner or Tenant, all persons living at Veritas Condominiums must observe and abide by these Rules. For those residents with children, the compliance of children is just as vital. Tenants will be held responsible for children residing in or visiting their home. Guests must also abide by these Rules.

The Board of Directors solicits your cooperation in keeping Veritas Condominiums an attractive place to live and a community in which we all take pride.

The policies set forth or reflected in these Rules are designed as guidelines for good community relations and to protect the investment of the Homeowners.

## INFORMATION

### ***Board of Directors***

Currently the Board of Directors is comprised of one director appointed by the Declarant. Control of the Board of Directors will be turned over to the Homeowners on the earlier of the date that is 90 days after 75% of the units have been transferred from the Declarant to the Homeowners or June 30, 2016. After the period of Declarant Control expires or terminates, the number of director positions on the Board shall automatically increase to three (3).

### ***Annual Meeting***

The Annual Homeowners Meeting is held each year, commencing within one year of the closing of the sale of the first unit to an individual purchaser. Meeting notices will be mailed to each Homeowner in accordance with the Bylaws.

### ***Insurance***

The Association carries a blanket insurance policy. The policy carrier is subject to change each year. Please check with the Declarant or the Management Company if you have questions pertaining to Association insurance.

Property insurance is carried on the Common Elements and units. **Homeowners must carry his/her own insurance for the interior of the unit and for the contents of that unit and for any non-structural improvements added by the Homeowner.** The Association also carries Director and Officer Coverage for Board members and Comprehensive General Liability insurance.

The Association recommends an HO6 policy be obtained by all owners.

## **MONTHLY FEES**

A monthly fee is charged to each Homeowner to provide funds for those items shown on the budget pursuant to Article X of the CC&Rs.

Payments are due on the first of each month, and a late fee will automatically be added to any delinquent payment received after the fifteenth day of the month. Late fees are set by the Board of Directors and are subject to change.

## VIOLATIONS & FINES

If a Homeowner or Tenant is in violation of any of the Rules or other Condominium Documents, the Homeowner will be held responsible and receive warnings and fines, as follows:

### Warning #1:

Warning #1 states the Homeowner will have a period of fourteen (14) days to correct the infraction and shall advise the Homeowner of his right to a hearing before the Board of Directors.

### Warning #2 (Issued 14 days after Warning #1, if required)

Warning #2 states that a \$50.00 fine (or other fine as determined by the Board of Directors) has been levied. Warning #2 also states that the Homeowner will have an additional period of fourteen (14) days to correct the infraction unless a hearing is requested and that, if the violation is not corrected within fourteen (14) days, or a hearing requested, the fine will increase to \$100.00 (or other amount as determined by the Board of Directors).

### Final Warning (Issued 14 days after Warning #2, if required)

The Final Warning states that the Homeowner has not corrected the violation, nor requested a hearing and that a \$100.00 fine (or other amount as determined by the Board of Directors) has been levied.

## POOL & RELATED FACILITIES RULES

### *Swimming Pool, Spa & Outdoor Shower*

All rules and regulations are established to maintain the Swimming Pool, Spa & Outdoor Shower, and their use, in a safe and clean manner. Tenants and guests use these facilities at their own risk, as **NO LIFEGUARD WILL BE ON DUTY**.

1. Quiet Hours are from 9PM to 7AM. Please be courteous to other residents and keep noise levels to a minimum during these hours.
2. The gate at the pool area **MUST BE CLOSED AND LOCKED** at all times.
3. Children under seventeen (17) years of age are not allowed in the pool area without adult supervision. This rule is strictly enforced.
4. Pool key must accompany Homeowner or tenant at the pool at all times.
5. Do not duplicate your key, or loan or make a new key for another individual. If you do so, you will be responsible for the cost of re-keying the pool gate and providing new keys to all residents to prohibit the use of the pool by unauthorized individuals.
6. Homeowners (and their tenants) who are delinquent in their payments to the Association are denied the use of the pool facility. Pool privileges will be suspended and a demand made for the return of the pool key if the Homeowner is not in good standing with the Association.
7. There is a **\$25.00 replacement fee** for lost pool keys.
8. No glass of any kind (including soda and beer bottles) is allowed in the pool area.
9. Absolutely no pets are allowed in the pool area (other than assistance dogs).
10. No diving in the pool.
11. Pool furniture must remain in pool area.
12. Guests must be accompanied by the Homeowner or tenant.
13. No suntan oil allowed in the pool.
14. Swim attire must be worn in the pool. Cut-offs and street clothes are not permitted.
15. Do not plug radios or any other appliance into electrical outlets at the pool.
16. Spa and Outdoor Shower are available on a first-come, first-serve basis. Please clean up after yourselves

## ***Communal Fireplace & Barbecue***

Communal Fireplace & Barbecue are available to all Homeowners and Tenants from 10:00 a.m. to 7:00 p.m. (until 8:00 p.m. during the summer time) on a first-come, first-serve basis.

Owners and Tenants must leave the BBQ Area and equipment **totally clean**. A fine of up to \$100 will be assessed against those who do not comply.

## **COMMUNITY RULES**

### ***Advertising Signs***

No "For Rent" signs, or other advertising signs of any kind, are permitted anywhere within the community, or inside the units visible from the exterior, except for the Declarant's signs. A "For Sale" sign is an exception to this rule.

### ***Antennas and Satellite Dishes***

No devices of any type may be affixed to the patio railings or balcony walls, or to the roof or the ceilings or overhangs of the balconies or patios.

### ***Clotheslines***

Exterior clotheslines are not permitted. Clothes, towels, etc. cannot be hung over balconies or patio walls to dry.

### ***Common Elements Restrictions***

No live or silk potted plants and decorative trees, flowers etc. are allowed at the front entrance to units. Any items placed outside of units will be removed and disposed of by the Declarant or the Management Company.

### ***Exterior Changes***

Exterior changes are not permitted. The purpose of this restriction is to maintain the architectural integrity of the community. Exterior change violations will be noted by the Management Company and the Board of Directors will request, in writing, that the Homeowner remedy such violation. If the violation is not remedied within fourteen (14) days, the Management Company will be notified to remedy the violation, and the Homeowner will be billed for the remedial costs and be subject to fines established in the section entitled "VIOLATIONS & FINES".

### ***Fire***

IF AN UNCONTROLLABLE FIRE STARTS IN A UNIT:

1. Leave your unit immediately and close the door behind you.
2. Use the closest exit or stairway.
3. Immediately call 911 from an area that is free from the danger of the fire. Describe the floor and unit number as well as the street address and what you have observed. Don't assume that anyone else has already called.
4. Stay calm!



## ***Fire Extinguisher***

The Fire Department can recommend the fire extinguisher equipment to be purchased for your condominium unit. It is recommended that each Homeowner have at least one fire extinguisher.

For personal fire safety, a family fire emergency plan may be the best investment you can make: (1) review these guidelines; (2) know your exit routes; (3) have a family fire drill from time to time.

## ***Flammable Materials***

Fire department regulations stipulate that explosive and flammable materials cannot be stored in residential units, common elements, or garages. These materials include paint, paint thinner, and gasoline. For your own protection and safety, it is requested that violations observed be reported to the Management Company immediately.

## ***Individual Garages***

Individual Garages may be used for minor storage of ordinary household items provided that two (2) Vehicles may, at all times, be safely parked in the Individual Garage. Unit Owners or other lawful residents or must park their Vehicles in the Individual Garage. No parking of any kind is permitted on any driveway leading to an Individual Garage. Garages are not to be utilized as workshops for personal or business purposes. At no time may hazardous materials be stored in garages.

## ***Improvements – Non-Structural***

Any Homeowner may make non-structural additions, alterations and improvements within his unit, without the prior written approval of the Board. Non-structural items include adding or changing floor coverings. (Subject to the terms and conditions set forth above and in the CC&R's). In undertaking any non-structural work, the Unit Homeowner must abide by the following rules:

1. No noise audible in adjoining units will be made as a result of the work except between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday.
2. No subcontractors are permitted to park in any areas of the Community, except unassigned parking spaces at grade level. Parking along the curbs, or in roadways is strictly prohibited.

**Homeowners are responsible for any costs incurred by any other Unit Homeowners or the Association as a result of the work, including the costs of repairing damage, towing costs, or any costs incurred by inconvenience due to noise, odors or traffic.**

## ***Improvements - Structural***

No person shall make any structural additions, alterations or improvements within a Unit without Board Approval. Structural items include any work that affects, in any way, any Common, or Limited Common Elements, such as:

1. Adding, removing or altering any interior demising walls.
2. Adding, removing or altering any interior or exterior windows or doors.
3. Adding, removing or altering any plumbing fixture.
4. Adding, removing or altering any electrical outlet.

The Board of Directors may, in its sole and absolute discretion, determine whether or not an item is of a structural or non-structural nature. Request for approval for structural changes must be submitted to the Board in writing including details of the work to be done, drawings if appropriate, copy of the City of Scottsdale Building Permit for this work, names and addresses of subcontractors to perform the work including a copy of their insurance certificate, and the dates when the work is scheduled.

## ***Landscape Maintenance***

Landscape maintenance at Veritas Condominiums includes mowing, fertilization, trimming, raking and irrigation service to the Common Elements. Homeowners and Tenants may not plant in the Common Elements, and may not remove, trim, or otherwise alter any common area tree, bush, shrub or flower or other landscaping item.

Under no circumstances are vehicles or motorcycles permitted on the landscaped areas. Further, Homeowners or Tenants may not modify any irrigation system or adjust irrigation time clocks. If you see an irrigation problem, please contact the Management Company.

Homeowners are not permitted to make any adjustments or alterations to the Common Elements irrigation system, including "tapping" into the irrigation lines for personal use. "Tap-ins" will be immediately removed by the Declarant or Management Company and the Homeowner will be levied a minimum fine of \$50.

## ***Leasing Rules & Tenant Information***

No Homeowner shall permit his unit to be used for transient or hotel purposes, nor shall any Homeowner enter into a lease for less than the entire unit. "Lease" shall be defined as any occupancy of a unit by any person other than the Homeowner of the unit or the Homeowner's immediate family members, whether or not any consideration is exchanged. Further, any lease for a period of less than three (3) months in duration shall be conclusively considered to be for transient or hotel purposes. **Each Homeowner shall deliver to the Association, within ten (10) days of commencement of the tenancy, a copy of the lease and an acknowledgement by the tenant of receipt of the Declaration and Rules.**

No Individual Garage may be leased separate from the Unit from which it is assigned to.

Tenants, like Homeowners, are required to observe all Rules that have been adopted by the Association, as well as all other Condominium Documents.

It is required that a statement of this nature be included in the tenant's lease and a copy of the Rules be attached to the lease. The Homeowner is responsible for the tenant's and tenant's guests' behavior. The Homeowner is responsible for fees, fines, attorney costs, etc. that may be imposed or incurred due to tenant noncompliance with the Rules, Bylaws, or other Project Documents.

Landlords are required to notify the Management Company of tenant changes in order to keep an up-to-date roster of the residents. If you need additional copies of the Rules they are available through the Management Company.

### ***Lock Boxes***

Lock boxes (for use in the sale of units or otherwise) are allowed only in the designated lockbox area. This rule is to maintain security and privacy of all residents. Without any prior notice and at the sole cost of the unit owner, the Association may remove any lock boxes installed in undesignated areas, or it may require the owner to immediately remove any lock box.

### ***Motor Operated Toys and Skate Boards***

Motor operated toys, skateboards and scooters are prohibited at all times on all sidewalks and roadways.

### ***Noise Control***

After 10:00 p.m. and before 7:00 a.m., no loud noises or shouting shall be permitted in the Common Elements, including the pool area, etc. or in any unit that is an annoyance to others.

If your neighbor is having a loud noisy party with stereo blaring or your neighbor has a dog that barks continuously or is disturbing you, call the police and report the disturbance. Noise control is NOT the responsibility of the Management Company. The Management Company's responsibility is limited to levying fines (at the direction of the Board of Directors) and providing written notice of noise infractions.

### ***Outside Speakers and Amplifiers***

No radio, stereo or other broadcast unit of any kind and no amplifiers or loudspeakers of any kind shall be placed, allowed or maintained outside, or be directed to the outside of the unit or used in a Common Area without prior written approval and authorization of the Board of Directors.

## ***Patios and Balconies***

The Homeowner must keep his/her patio and balconies clean and free of litter, weeds and animal waste. Wind chimes are not allowed. Rugs, towels, etc. cannot be hung on the walls. Shades of any kind are not allowed on any exterior wall, window or patio cover. No pots, plants or decorative accessories may be placed on any exterior balcony railing or patio wall if visible from another unit or a Common Area. No Astroturf is allowed.

Patios and balconies are not to be used for storage and patio furniture must not be unsightly, must be of a neutral color and must blend with the exterior color of the unit, and must be furniture intended for outdoor use.

City of Scottsdale ordinance prohibits the use of BBQs on balconies or patios.

## ***Pets***

There is a limit of not more than two (2) common household pets at any one time absent a variance granted by the Board within a unit provided the Homeowner or Tenant abides by the provisions of the Declaration and all City, County and State Animal Laws. **All droppings must be picked up immediately and disposed of properly.** Pit Bulls and Rottweilers are strictly prohibited. The Board may restrict additional breeds that are determined to be inappropriate for the community.

## ***Screen Doors and Security Doors***

Any Homeowner who wishes to install a screen door or security door must have Board approval. If an unapproved door is installed, the Homeowner will be subject to a fine and removal of the door by the Board at the Homeowner's cost. Screen and security doors must be properly maintained. Doors must have closures and be kept clean and in proper repair.

## ***Seasonal Decorations***

Exterior seasonal decorations are permitted, but must be removed within ten (10) days after a holiday, and not installed more than 30 days before the specific holiday. Non-specific banners, lighting or other exterior décor are prohibited. The Board reserves the right to remove any decorations deemed inappropriate.

## ***Security***

The following procedures are designed to make community security more effective:

1. Community lighting is provided not only for appearance, but also for safety and security. Please report all burned out bulbs to the Management Company for replacement.

2. Any unusual or suspicious activities should be reported to the Scottsdale Police Department and the Management Company.

## **Storage**

Storage of ANY kind by a Homeowner or Tenant is not to allowed on the balconies or patio spaces.

## **Trash**

1. Each unit has their own individual trash and recycling containers as provided by The City of Scottsdale when ordered by the Home Owner.
2. You are required to bag your trash, break down your boxes, and make sure the lid to the container is closed securely after use. Trash placed outside the container will not be collected.
3. Do not place or discard batteries, tires, oil, transmission fluid, hazardous waste, furniture or mattresses in the container. The disposal of this type of debris is the Homeowner's responsibility. The Association does not provide for the disposal of these items.
4. Trash and recycling cans must be stored in your garage. Cans may be left at the curb the evening before scheduled pick up and then removed within 24 hours of pickup.

## **Vehicles**

### **1. EMERGENCY ACCESS**

As a private community we are required to provide full access for emergency vehicles. Therefore we require all vehicles be parked in parking spaces so that, in the event of an emergency, a large fire truck or other emergency vehicles may enter. Please park in your parking garage and ask your guests to park in the unassigned uncovered parking spaces. Vehicles parked illegally in fire lanes are subject to fines from the local police department, "booting", towing, and action by the Association under the Violations and Fines section above.

### **2. GUEST PARKING**

Guests must park in unassigned parking spaces. If a guest is parked in any other space, they will be towed without any additional warning. Be sure to inform your guests of the parking rules.

Guest parking in unassigned spaces is on a "first-come, first-served" basis.

### **3. TOWING AND "BOOTING"**

Any car parked illegally is subject to towing or "booting" by the Board or Management Company. All charges and costs incurred due to the towing or "booting" will be the responsibility of the Homeowner and/or the person whose vehicle was affected.

### 3. DISABLED & ABANDONED VEHICLES

Vehicles that are disabled, have flat tires, are unregistered, or are inoperable, etc., are not allowed on the property for an extended time.

Any vehicle obviously inoperable, in a state of disrepair, and not moved for two (2) weeks will be considered abandoned. Such vehicles will be subject to towing and impoundment at the Homeowner's expense. All vehicles must be properly licensed.

### 4. EXPIRED LICENSES

Vehicles that have expired license plates are considered inoperable and will be towed.

### 5. PROHIBITED VEHICLES

Boats, trailers, motor homes or recreational vehicles, golf carts, commercial vehicles or trucks with a carrying capacity over  $\frac{3}{4}$  tons are not allowed to be parked on the property and will be towed.

### 6. VEHICLE REPAIRS

No repair work may be performed on vehicles on any street or sidewalk, except emergency repairs. Such repairs must be completed within twelve (12) hours. The surface of the street or sidewalk is to be kept clean of grease and oil. Homeowners will be assessed for any cleaning or repair to the street or sidewalk caused by minor repairs or maintenance. Changing of oil or other vehicle fluids is not permitted. The overhauling of an engine is not permitted!

### 7. MOTOR OIL

Homeowners must not allow oil or other vehicle fluids to drip or contaminate the asphalt or concrete. Clean up of oil or any vehicle contaminates will be charged back to the homeowner.

## ***Window Covering – Window Sun Screens***

No aluminum foil, sheets, newspaper, window film, tablecloths or other materials shall be used for window coverings that are visible from the exterior of the unit. All window coverings visible from any street, Common Elements, or neighboring unit shall be those installed at purchase, or replacements as approved by the Board.

Approved sunscreens may be installed by Homeowners. Please contact the Management Company for information on the approved sunscreens.

## ***Windows & Exterior Doors (including garage overhead door)***

All windows and exterior unit doors are the responsibility of the Homeowner. The Homeowner must replace and maintain all windows and doors. If replacement is

necessary, the Homeowner may only install approved windows and doors. Please contact the Management Company for information on the approved windows and doors.