

# **CONDOMINIUM HOMES AT SUNLAND SPRINGS VILLAGE OWNERS ASSOCIATION**

**(a.k.a. Twin Homes)**

## **RULES AND REGULATIONS**

**(Updated through Amendment Five)  
(2-16-2007)**

**Approved and Adopted**

**Harry Feigleson  
President,  
Condominium Homes at  
Sunland Springs Village**

**18 March 2005**

# CONDOMINIUM HOMES AT SUNLAND SPRINGS VILLAGE

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## INTRODUCTION

The Condominium Homes at Sunland Springs Village Unit Owners Association (a.k.a. Twin Homes) Board of Directors welcomes you to condominium living in your new residence. If this is your first experience in this type of residential facility, you will notice that it is a different type of living, especially when compared to owning your own home. The main difference between your new Twin Home and living in a traditional home is the Association is responsible for maintenance and control of all Common Areas. The Association is also responsible for painting of the exterior of all homes. The maintenance of the exterior of your home, water and sewer connections to the City mains, and the roof remain your responsibility. The exterior front, rear and side yard areas of each home are legally classified as Common Area, as well as the private streets and parking areas near the bulletin board. Your driveway is a Limited Common Element and you are responsible for your own driveway and have exclusive use of it. The rest of the Common Areas are to be enjoyed by all residents, and is managed by the Association giving consideration to all residents' needs and welfare. Thus the necessity of a legally formed Association with Articles of Incorporation, Condominium Declarations, Bylaws, and Rules and Regulations. You received these documents upon the purchase of your unit. They are most important in defining the various controls that accompany this type of property ownership. If you do not have these documents, please call the Association Office.

The elected Board of Directors has a fiduciary and legal responsibility to manage the Association in accordance with applicable Arizona Statutes, and in conformity with the Condominium Declarations, Bylaws, and Rules and Regulations. Board Meetings are scheduled on a regular basis, with date, time and place being posted on the bulletin board next to the mail boxes. The Board seeks your assistance, input, support, and experience, and in this regard, encourages you to attend the scheduled Board Meetings and to participate in the Advisory Committees of the Association.

The Board contracts for such services as are necessary to implement policies essential to efficient and proper management of the Association. This includes, but is not limited to, Common Area maintenance, financial accounting, scheduled property inspections, complaint handling, and enforcement of our governing documents. Currently, the Association has entered into a management agreement with Rossmar & Graham, a community association management company.

We hope you find that our Condominium (Twin Homes) provides a living environment designed for adult lifestyles and also a place where sharing, caring, and concern for your fellow neighbors are given a high priority.

Sincerely,

Board of Directors  
Condominium Homes at Sunland Spring Village

## 1.0 GENERAL INFORMATION

1.0.1 The Policy Manual of the Condominium dated August 1, 2002 is canceled.

### 1.0.2 Terms

Terms used in this document are as follows:

Declaration – refers to the Condominium Declaration for Condominium Homes at Sunland Springs Village, dated 13 December 2001, as Amended (often referred to as the CC&Rs)

Bylaws – this document provides a framework for operation of the Condominium

Association – the Condominium Homes at Sunland Springs Village Association, comprising the owners of units

Member - any person who is or becomes a member of the Association, i.e., an owner or co-owner of a unit

Board – the elected Board of Directors of the Condominium Homes at Sunland Village

Beige - the color beige shall be the approximate color of the exterior walls of the unit adjacent to the area specified

Association Manager – the employee of the management company under contract to manage our Association

Common Elements – all portions of the Condominium Common Area other than the units

Limited Common Elements – are those Common Elements outside boundaries of the Unit which serve only one Unit and are for the Unit Owner's exclusive use. These include the driveway, utility connections such as electrical, water, sewer, phone, cable, and other facilities outside the unit but used exclusively by the Unit Owner. Limited Common Elements maintenance and repair are a responsibility of each Unit Owner. See Declaration Amendment One (12/18/2001), paragraph 4 and Declaration Article 5.2.

Association Office – the office jointly used by our Association and the Master Association. The address of the Association Office is:

11214 E. Laguna Azul Circle  
Mesa AZ 85212  
480-354-8758

Other definitions can be found in the Declaration, Article 1

**1.0.1 Trash**      City of Mesa

Wednesday is collection day for blue recycling containers.  
Saturday is collection day for black garbage containers.  
Please contact the City of Mesa at 480-644-2688 to set up refuse collection or for replacement containers. Each owner pays a fee to the City of Mesa for garbage collection.

**1.0.2 MAINTENANCE SERVICES PROVIDED BY THE ASSOCIATION**

**Water**                      City of Mesa  
Includes Domestic Use and Common Area Landscaping watering

**Sewer**                      City of Mesa

**Cable**                      Cox Communications provides basic cable service of 22 channels including a leased channel (channel 22) which provides village recreational information. The basic channels are part of the Master Association services. Contact Cox Communications for additional cable services.

**Street Lights**      Leased lighting for Common Areas of our Association.

**Street Maintenance**  
Streets within the Common Areas are owned and maintained by the Association

**Exterior Security Lighting**  
Lights in front and rear of units are security lights. These fixtures and bulbs are maintained by the Utilities Committee. Contact any Committee member or the Association Manager to report a lighting deficiency.

**1.0.3 Association and Unit Insurance**

1.0.3.1 The Association maintains a liability insurance “Master Policy” on the Common Areas. This policy does not cover Unit Owner liability.

1.0.3.2 Unit owners are required to maintain property insurance equal to 100% of the current replacement value of the Unit. Members are urged to maintain adequate liability insurance. See Declaration, Articles 8.1 and 8.4.

#### **1.0.4 Building Maintenance**

The Association is only responsible for exterior painting of all units including the walls of the rear patio and for exterior pest control. ***This does not include air conditioner and heating maintenance or repair.***

#### **1.0.5 Landscape Maintenance**

Includes upkeep of all Common Areas, which are the exclusive responsibility of the landscape maintenance company contracted by the Board. Unit Owners are not authorized to plant additional plants, re-plant or disturb existing landscaping in any Common Area. See also Appendix B.

#### **1.0.6 Management of SSV Condominium Homes**

The Board is responsible for the Common Areas and provides, through a management contract, for property management and maintenance. Our Association Manager is available weekdays by calling 480-551-4300. For your convenience, the Manager is on-site on a limited schedule. Contact the Manager if you have concerns about exterior security lights, Association insurance, or landscape maintenance. In the event of an after-hours emergency, please call 911 or the Rosmar-Graham emergency number, 602-336-2700 as appropriate. A Security Patrol is on duty from 5:30P-3:30A each day. Their number is 480-540-8561.

#### **1.0.7 ASSOCIATION AUDITS**

The Board shall have an audit of the Association's finances conducted through an audit, review, or compilation, at the discretion of the Board, within 180 days following the end of the Association fiscal year. The financial report shall be available to members upon request to the Association Manager.

#### **1.0.8 Advisory Committees**

The Board has established the following volunteer Advisory Committees:

Finance	Communications
Architecture	Utilities
Landscaping	Social

The Terms of Reference for the Advisory Committees are in Appendix C.

#### **1.0.9 Legal Documents**

The legal documents of the Association are the Condominium Declarations, By-Laws, Rules & Regulations, and Articles of Incorporation.

#### **1.0.10 Association Board Meetings**

Board Meeting schedules are posted on the bulletin board (by the mailboxes) and listed in the SSV Voice Newspaper. The Board meets monthly.

### **1.0.11 SSV Community Association (“Master Association”)**

As owners of SSV Twin Homes, you are also members of the “Master Association” and may utilize all village amenities provided (swimming pools, tennis courts, various activities, etc). You are required to pay their annual membership fee, which is invoiced separately by the “Master Association”, and should be payable to them, not to our Association. You are required to adhere to the Declaration of the “Master Association”, as well as their Rules & Regulations. You received the various “Master Association” Documents at the time you purchased your Unit. Copies of these Documents can be obtained at the Master Association Office (copy cost may be charged to the Unit Owner). Master Association Board Meetings are held in the auditorium on the fourth Tuesday of the month at 9:30A.

### **1.0.12 Common Areas**

The Board is responsible all common area additions, deletions and maintenance. Unit Owners are prohibited from making any alterations, additions or deletions to any common area within the confines of our Association without prior approval by the Board. See also Article 2.0 herein.

### **1.0.13 Monthly Maintenance Fees (Dues)**

1.13.1 All fees, dues, assessment charges and/or amounts due and payable to our Association are due and payable on the first business day of the month due. Such payables become delinquent if not received on or before the 15<sup>th</sup> day of the month. A late payment penalty fee will be assessed by the Board as well as a rebill fee charged by our management company. A returned check fee will be assessed. If the Association must initiate legal action to collect fees, the Unit Owner will be responsible for all collection costs. Additional information can be found in Article 7.2 of the Declaration.

1.13.2 Monthly fees should be made payable to SSV Unit Owners Association and mailed to the address shown on your payment coupons. **Please include your Unit Number on your check.** Post-dated checks will not be accepted. You may pay your monthly fees in advance for as many months as you wish within the current calendar year. You may not pay beyond the current fiscal year ending December 31, as these fees for each year are established by the Board.

1.13.3 Members are encouraged to establish a payment system through which the Association fee is transferred from your bank account automatically. The Association Manager can provide information on establishing an automatic account.

### **1.0.14 EMERGENCY NUMBERS**

POLICE, FIRE, MEDICAL/AMBULANCE	911
POLICE DEPARTMENT/NON-EMERGENCY	480-644-2211
SECURITY PATROL (5:15 pm – 3:15 am)	480-540-8561
ROSSMAR & GRAHAM (Management Company)	480-551-4300
AFTER HOURS EMERGENCY LINE	602-336-2700
SALT RIVER PROJECT ELECTRIC FAILURE	602-236-8888
SSV ASSOCIATION OFFICE	480-354-8758

#### **MAIL PAYMENT COUPONS TO:**

Condominium Homes at Sunland Springs Village  
PO Box 62975  
Phoenix, AZ 85082-2975

### **1.0.15 UTILITY INFORMATION**

**FIRE EXTINGUISHERS** LOCATED ON THE BACK EXTERIOR OF SELECTED UNIT WALLS. **PLEASE NOTE THEIR LOCATIONS!**

**ELECTRICAL** THE MAIN ELECTRIC DISCONNECT AND YOUR ELECTRIC METER ARE LOCATED ON THE EXTERIOR WALLS BETWEEN UNITS. **NOTE THE LOCATION OF YOUR BREAKER BOX WITHIN YOUR HOME.**

**WATER** SHUTOFF VALVE LOCATED OUTSIDE IN FRONT OF YOUR UNIT.

### **2.0 ARCHITECTURAL REGULATIONS**

See Appendix A.

### **3.0 PETS**

Two pets are permitted for each unit. Permitted pets are household birds, cats, or dogs. All pets shall be on leash in the Common Areas. Owners shall clean up feces on all Common Areas. See also Declaration Article 4.7.

## **4.0 PEST CONTROL**

The Association contracts for a monthly pest control service for roaches and ants outside each unit. Report pest problems to the Association Manager.

## **5.0 UNIT ROOFS**

Roofs on unit houses are a responsibility of the unit owner.

## **6.0 NUISANCES AND OFFENSIVE ACTIVITIES**

6.0.1 Unit owners are not permitted to engage in any activity that is offensive or detrimental to other unit owners. Such activity includes but is not limited to loud radio, stereo, television, dog barking, or outdoor loud activities after 10:00P that infringe on the rights of neighbors.

6.0.2 Rollerblading and bicycle operation on sidewalks in the rear of units is not permitted.

## **7.0 LANDSCAPING**

See Appendix B

## **8.0 Parking**

### **8.0.1 Owner Parking**

Owner or Resident must park their cars in their garage. Guests may park their cars in the owner's driveway for up to one week without requiring a parking variance. The garage may not be altered in any way that would prevent parking in the garage the number of vehicles for which it was designed. If there is insufficient space within the garage for parking of all vehicles, a variance may be obtained for up to one year to park one motor vehicle on the driveway provided that such vehicles do not exceed 7 feet in height and do not exceed 18 feet in length, are not used for commercial purposes, and do not display any commercial message, or phone number. See also our Declaration, Articles 4.9 and 4.10.

### **8.0.2 Motor Homes & Trailers**

Motor homes and trailers shall not be parked longer than 48 hours on the street. Parking on the driveway is prohibited. This is consistent with a City of Mesa Ordinance.

### **8.0.3 Bicycles, Motorbikes & Motorcycles**

Bicycles, motorbikes, and motorcycles shall be kept garaged when not in use. Overnight parking or storage of such vehicles on driveways or on the front or rear patio is prohibited.

#### 8.0.4 Driving or Parking in Common Areas

Driving or parking of any vehicles, including motorbikes, motorcycles, bicycles or golf carts in any granite/rock or greenbelt Common Area is prohibited. An owner, who engages the services of an outside contractor for any approved construction project, is required to inform and prevent the contractor from violating any provision of this Article. The contractor must also be informed that he is not permitted to deposit any dirt or other debris in the granite, street, or greenbelt common areas. A contractor's negligence causing damage or need for debris removal is the unit owner's responsibility.

#### 8.0.5 Parking Places

The parking places adjacent to the mail boxes are for guest parking, noting the restriction for the U. S. Postal Service.

### **9.0 RENTAL REQUIREMENTS**

9.0.1 Rental or leasing of units is permitted subject to the following requirements (see also the Declaration, Article 4.17):

- the rental must be for the entire unit.
- the rental agreement must be in writing and provide that the terms of the lease include adherence by the occupant to the Declaration, Bylaws, and Rules and Regulations of the Association.
- subleasing of the unit is not permitted
- leases must be for a minimum period of one month

9.0.2. At least ten (10) days before the commencement of the lease term, the Board shall be notified in writing with the following information:

- \* commencement and termination dates of the lease
- \* name of lessee and other person(s) that will reside in the unit
- \* address (if not the address on record in the Association) and telephone number to contact the owner in case of emergency
- \* the lessee has copies of the Declaration, Bylaws and Rules & Regulations of the Association
- \* certify that the lessees meet the age requirements of the Declaration, Article 2.10

### **10.0 Signs**

#### 10.0.1 For Sale, For Rent or For Lease

For Sale signs can be displayed on the Common Area in the front of the unit, limited in size not to exceed five sq. ft. For Rent or Lease signs may be displayed in the front window of the unit, but only one sign may be displayed. Signs must be removed promptly when sale escrow is closed, or the rental or lease is executed.

#### 10.0.2 Open House Signs

An Open House sign, measuring no greater than 2' X 2', and mounted on runners, may be placed on the granite alongside the driveway on the day of an open house. Such sign may only be displayed 30 minutes prior to, and no longer than, 30 minutes following the open house, at which time it must be removed.

### 10.0.3 Political Signs

In the period 45 days or less before a local, state, or national election, one political sign may be placed on the Common Area in front of a unit. The sign may not exceed four (4) square feet. All political signs must be removed promptly after the election. Alternately, one political sign for the same time period may be placed in the front window of a unit for the same period.

10.0.4 Permission must be obtained from the Board for the installation of any other sign.

## 11.0 YARD AND GARAGE SALES

The Sunland Springs Village Activities Office sponsors semi-annual community wide garage sales. All residents who wish to hold a yard or garage sale are encouraged to participate in the community wide events and forego independent yard sales. Any homeowner wishing to deviate from this policy must obtain a waiver from the Board.

## 12.0 VIOLATION PENALTY SCHEDULE AND PROCEDURES

Monetary and Voting penalties for Violations of the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association shall be imposed by the Board according to the following procedures pursuant to Declaration, Article 13.1 and Arizona Revised Statute 33-1242.

### 12.0.1 FIRST NOTICE PROCEDURES

12.0.1.1 A written Violation Notice will be sent to the unit owner at the mailing address as it appears on the records of the Association at the time of Notice. The FIRST NOTICE shall be a Violation letter with **no fine** imposed and shall give the unit owner (10) business days to remedy the Violation and respond to the Board at the address of the Association Manager within ten business days by **certified mail**. The First Notice shall include:

- 1) The nature and date of the Violation.
- 2) A notice that the action is a Violation of an Article of the Association Declaration, Bylaws or Rules and Regulations.
- 3) The date by which the Violation must be remedied or appealed.

12.0.1.2 Upon receipt of the response to the Board letter of Article 12.0.1.1 or if a response is not received, and if the Violation is not remedied, the Board shall respond within ten (10) business days from the date required of the Unit Owner in Article 12.0.1.1 with the following information:

- a. the Article of the Association documents that has been allegedly violated
- b. the date of the Violation or the date the violation was observed
- c. the first and last name of the person(s) who observed the Violation
- d. the process the unit owner must follow to appeal the Violation

#### 12.0.2 SECOND NOTICE PROCEDURES

If the Violation cited in the First Notice is not remedied or appealed within ten (10) business days from the date of the Board response of Article 12.0.1.2, a Second Notice shall be sent by the Board to the Unit Owner at the address in the Association records which includes:

- 1) the nature and date of the Violation and the date(s) of the Board Notices to the Unit Owner, or as appropriate, any appeal process result.
- 2) that a monetary penalty may be imposed pursuant to the provisions of Article 12.0.5 at the next Board Meeting if not further appealed or remedied.
- 3) The appeal process of Article 12.0.4.

#### 12.0.4 APPEAL PROCEDURES

The owner will be provided an opportunity to appeal the Violation and/or any fine as follows:

12.0.4.1 Within ten (10) business days following the date of any Notice, the owner may appeal any Violation Notice or monetary penalty in writing to the Board at the address of the Association Manager.

12.0.4.2 The appeal shall be made in writing to the Board at the address of the Association Manager or stating in writing that a personal appeal to the Board at will be made at the next Board meeting.

12.0.4.3 Any appeal shall provide:

- a. demonstrated extenuating circumstances, which require deviation from the Association document cited in the Violation Notice(s).
- b. all pertinent backup information to support the existence of the extenuating circumstances.
- c. any alternate remedy to the Violation.

#### 12.0.5 MONETARY AND VOTING PENALTIES

12.0.5.1 a fine of \$25.00 will be assessed for the first occurrence of any uncorrected Violation

12.0.5.2 subsequent Violations of the same Article occurring within a six (6) month period or continued failure to remedy the cited Violation will be assessed a \$50.00 fine

12.0.5.3 the period to remedy the Violation during the application of the fines of this Article will be ten (10) business days from the date of the letter notifying the unit owner of the assessed penalty.

12.0.5.4 If at any time the Board determines that the homeowner has no intention of complying with remedy of the cited Violation, the Board may exercise the option to pursue corrective action through further fines and legal means (see Arizona Revised Statute 33-1256).

12.0.5.5 Unit Owners who are in the processes of Article 12.0.2 or subsequent procedures are denied voting privileges until the Violations are remedied or the penalty phase is completed

## **APPENDIX A ARCHITECTURAL CHANGE PROCEDURES**

### **A.0 Architectural Changes**

#### A.0.1. Architectural Approvals

All changes to the exterior of each Unit must be approved through these procedures unless an Article of Appendix A states approval is not required. The Architectural Committee (see Appendix C) considers and makes a recommendation for approval or denial to the Board. The Board will provide a letter response to each applicant within 30 days of the date the application is received in the Association Office.

#### A.0.2 Appeals

A.2.1 An appeal of a denied Architectural application may be made in writing to the Board providing additional information as appropriate. Appeals are filed with the Association Manager.

#### A.0.3 Architectural Authority and Procedures

A.0.3.1 Architectural Change Forms may be obtained from and dropped off at the Master Association's Office during normal business hours. A copy has been attached for your reference. **It is the responsibility of each unit owner to request authorization for architectural changes prior to making any exterior alterations to their unit.** The Board has the authority to stop all work being performed either by the unit owner and/or his contractor for which an application has not been approved. The Board may require the removal of any structure or improvement not approved and that the unit be restored to the previous condition at the unit owner's expense.

#### A.0.4 Architectural Provisions

A.0.4.1 The provisions governing architectural changes are listed below. See also the Declaration, Article 4.2.

### **A.1 Clothing, Washing or Unsightly Objects**

Outside clothesline or other exterior devices for drying or airing clothes shall not be erected, placed or maintained on any part of the condominium. The hanging of any other unsightly item is also prohibited.

## **A.2 Decorative Plaques, Animal, Bird, Religious or Other Statuary (Wind Chimes or Other Hanging Items)**

A.2.1 A decorative plaque, not to exceed 24" in either height, width or diameter, or protrude more than 8" from the wall, and having a Southwestern, Native American, Aztec or similar motif, manufactured from either metal, wood or terra cotta, and finished in either black, gold, silver or pastel colors, may be affixed to the wall within the covered entry way or on the adjacent wall of the garage. No wall decoration, other than a wreath, floral arrangement or what is described herein, will be permitted for display in front of the unit.

A.2.2 Two statues not over two feet high may be placed on the Common Area in front of a Unit. Members are requested to use good taste.

A.2.3 Wall coverings as described in the above paragraph and in the paragraph below, in addition to other suitable wall decorations such as western-style rugs, not to exceed 36" in any dimension, and totaling no more than three (3) in aggregate, may be displayed within the rear patio area. No wall decoration, covering or other item of any size, shape or form, may be affixed to rear walls of the unit.

A.2.4 Wind chimes or other hanging items are not permitted either in or on the front or sides of the units. No more than two (2) statues, measuring 24" or less in height, and three (3) hanging items, including windsocks, wind chimes or hummingbird feeders can be hung within the inside of the rear patio roof, provided any such item does not overhang the rear service sidewalk. For example, a resident may hang one (1) wind chime, one (1) windsock, one hummingbird feeder, and have two (2) statues.

## **A.3 Decorative Wreath or Floral Arrangement**

One decorative wreath or floral arrangement, not to exceed 24" in height, width or diameter, or protrude more than 8" from the wall, may be kept within the front covered entry area. Such wreath or floral arrangement must be well maintained and cannot be displayed in addition to a holiday wreath.

## **A.4 Flags, Banners & Windsocks**

A.4.1 United States and State flags may be displayed on a unit, but only one flag at a time may be flown on the front of the units. Brackets may be attached to the front and back of units. The flag on display should measure no larger than 4' X 6'. The display of multiple flags, regardless of size, on the front or side of the units is prohibited. There shall be no permanent flagpoles. Flags may be displayed by installing a sleeve in the ground for a pole.

***The display of any foreign, holiday, festive or religious flag, or any type of banner or decorative windsock on the front or sides of units is prohibited.***

A.4.2 A single U.S., State, holiday or festive flag, not to exceed 4' X 6', can be displayed on the rear patio. Whenever displaying the flag of the United States, or a State, they must be clean and free of any rips or tears. Display of soiled, faded, shabby or torn flags is prohibited.

## **A.5 Flower Pots and/or Planters**

A.5.1 Flowerpots and/or planters placed on the front patio or the decorative wall are limited to three (3) which includes hanging flower baskets, windsocks, wind chimes, and decorative plaques. These are in addition to the provisions of Article A.2.3. Round pots are not to exceed 18" in diameter and 24" in height: rectangular planters are limited to 24" long X 12" high. The overall height of the pot or planter and plant will be limited to three feet. No flowerpot or planter is to be placed on the granite in the Common Area. No tree, whether a dwarf variety or otherwise, is to be grown in a planter placed on the front patio or adjacent wall.

A.5.2 Flower pots and/or planters placed on the rear patio are restricted in size to the same dimensions as stipulated above, and are limited in number to six (6), which includes hanging flower baskets, windsocks, wind chimes, statues and decorative plaques. No pot or planter is to be placed on the Common Area for any purpose.

A.5.3 If artificial flowers are used they must be fade-proof limited to an overall height of three feet, and be maintained to provide an aesthetically acceptable appearance. Live plants are also to be well maintained. You may not grow vegetable plants in planters placed on the patio. The placement of window boxes on any exterior window is prohibited.

## **A.6 Satellite Dishes**

The installation of a satellite dish is pre-approved provided that it is attached to the rear slope of the roof fascia and in accordance with the FCC rules.

## **A.7 Front and Rear Security Doors**

Security doors may be installed on front or rear doors. The frame color of the security doors must match the color of the doors. The screen color must be black or beige, or, if you purchase a security door with a metal mesh design, it must be the same color as the frame.

## **A.8 Garage Doors**

A.8.1 Garage doors should remain closed at all times. It is strongly recommended to keep garage doors closed for security reasons when not occupied.

A.8.2 Exterior keypad openers for garage doors are permitted and should be mounted on the exterior garage doorframe.

A.8.3 Window tinting is allowed inside garage windows provided they are professionally installed, maintained free from rips and tears and other damage, or a material to match the color of the garage doors.

## **A.9 Holiday Decorations**

A.9.1 Christmas decorations of any kind are not to be displayed prior to Thanksgiving and must be removed no later than January 15<sup>th</sup>.

A.9.2 Decorations for other holidays are permitted provided they do not violate the spirit of the Association's overall guidelines. Such decorations may be displayed no sooner than fourteen (14) days prior to the holiday, and must be removed within three (3) days following the holiday.

A.9.3 A resident can decorate the front Common Area and rear patio area of their unit in addition to interior windows during the Christmas season with miniature or standard size outdoor holiday lights, artificial or live garland, and/or wreaths.

A.9.4 No regular size light bulbs or party light bulbs, whether clear, white, or colored, or spotlights regardless of size, are permitted for use in the front or along the sides of units.

## **A.10 Exterior Note Pads**

Leave-a-note pads are permitted next to the front door in the entry way, but must not exceed 6" wide X 8" high in size.

## **A.11 Name Signs**

A name sign, not to exceed 7" high and 17" long, is permitted near the front door. All other signs are prohibited except political signs authorized in Article A.9.

## **A.13 Outdoor Clocks, Thermometer & Rain Gauges**

Attaching an outdoor clock, thermometer and/or rain gauge to the exterior front or side of a condo unit is prohibited. A clock and/or thermometer may be attached to the wall within the rear patio area. Rain gauges are permitted within the rear patio or on the rear Common Area adjacent to the patio.

## **A.14 Patio Floor Coverings**

Synthetic coverings, i.e., tile and concrete coatings, may be used as a covering on the front and/or rear patio floor but must be resistant to fading, water proof and mold proof. Installation of any of the above requires architectural approval. The Board may order the removal of any synthetic covering that has deteriorated or has not been approved.

## **A.15 Patio Furniture**

A.15.1 Patio furniture is to be of appropriate commercial design. Furniture designed for indoor or camping use is not permitted. On the front patio, a maximum of four (4) chairs are permitted (chaise lounges and umbrellas are not permitted on the front patio). A two-seat glider or a two-seat park-type bench may be substituted in place of two (2) chairs. No furniture is to be placed in any Common Area.

A.15.2 The quantity of furniture placed on the rear patio must be in keeping with its overall dimensions. For example, placing a table and eight (8) chairs on a 10' X 14' size patio will be considered excessive. The size and style of such furniture must be in keeping with appropriate commercial design. Although approval is not required, your Board requests that residents exercise discretion and good taste in this matter.

A.15.3 A ceiling fan may be installed on the existing light fixture in the rear patio. The fan shall be beige or a neutral color matching the ceiling.

## **A.16 Patio Protective Screens & Sunshades**

A.16.1 Roll-up sunshades may be installed on the inside of the patio roof supports and shall be of beige color.

A.16.2 Sun screens are permitted on all windows of the unit. The frame color shall match the window frame color and the screen may be black or beige.

A.16.3 Roll-up security shutters are permitted on the rear windows and shall be beige in color.

A.16.4 Screen enclosures may be installed around the rear patio area subject to the following conditions:

- a. A drawing of the enclosure shall be submitted to the Architecture Committee
- b. The enclosure shall not extend beyond the patio roof
- c. A knee wall on the outside of the enclosure may be installed not exceeding 24 inches in height and painted to match exterior wall color of the home.
- d. Screens may be black or beige.
- e. Doors and metal frames as well as all metal framing members shall be white.

A.16.5 Sunscreens are permitted on all windows of the unit. The color of the frame must match the window frame color and the screen must be black or beige.

## **A.17 Driveways**

The unit owner or occupant is responsible to keep their driveway repaired, and clean and free of oil or other stains. Epoxy coatings may be applied. The color and pattern to be applied shall be detailed on the Architectural Change Form and be of a harmonious color and pattern. Driveways are a Limited Common Element and are exclusively for the unit owner's use.

## **A.18 Pictures, Posters, Glass Ornaments, etc.**

No pictures or posters are to be displayed on the inside of any window visible to the outside. Glass ornaments may be displayed in a tasteful manner. The American flag may be hung on the inside of any window visible to the outside on the day of a recognized national holiday only, and not on a permanent basis.

### **A.19 Poles**

No poles, stakes, posts or similar projections, including seasonal decorations, are to be driven or implanted in any common area except for one pole sleeve that is used to display an American or State flag.

### **A.20 Storage**

The front and back patios cannot be used for storage. Large hose reels and hose carts are to be confined to the rear patio area. A single stationary hose reel, flush with the cement patio surface, measuring no larger than 20" X 20" X 20" is allowed on the front patio or a clay (terra cotta) hose storage container, not to exceed 18" in overall diameter with a 12" or less diameter opening not to exceed 9" in height is also allowed.

### **A.21 Window Coverings**

A.21.1 Window blinds, drapes with white backing, shutters and roll down shades are the only coverings permitted on the inside of windows. Styrofoam, cardboard, bed sheets and any reflective type coverings are not to be used in any window or door that is visible to the outside.

A.21.2 Window tinting are permitted provided they are professionally installed, maintained free from rips and tears and other damage.

## Architectural Change Form

Serial \_\_\_\_\_

**\* For your protection always use licensed, bonded and insured contractors.**

Date: \_\_\_\_\_ Condo Unit Number: \_\_\_\_\_

Condo Owner Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Required plot plans, drawings and specifications must be attached with a complete description of the proposed change. A City of Mesa building permit, if applicable, must be submitted with this application. Supporting documents **will not** be returned, as they will become a part of the permanent record in your homeowner file. Approval or disapproval will be mailed to you within 30 days from date of receipt of the application.

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Description of work: (staple all attachments to this form. Incomplete applications will not be accepted. If additional space is need please use additional paper.

Approved/Disapproved by: \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

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Notify the Association Manager when the approved change is completed

**Note:** Unit Owner is fully responsible for any and all damages to any roof area, including but not limited to shingle or flat roof damage, leaks, improper flashing or sealing. Unit Owner is fully responsible for complete insurance coverage for any and all betterments and improvements. Unit Owner is responsible to advise all Contractors that the grass in the greenbelt areas is not to be used as work or storage areas; Contractors are not permitted to drive trucks or other heavy equipment on granite areas; Contractors are responsible for thorough cleanup of sidewalks, driveways and streets. The Unit Owner shall be liable for any charges incurred as a result of Contractor negligence.

## **APPENDIX B LANDSCAPING**

### **B.0 GENERAL**

B.0.1 Landscaping in the Common Elements of our Association is maintained under a contract awarded by the Board. Our Landscaping Committee recommends to the Board changes and solutions to problems that arise with landscaping and makes recommendations for changes to this Annex. It also assists the Board in reviewing proposed contracts for landscaping services.

B.0.2 Granite areas, grass, shrubs, flowers, and trees within the Common Elements of the Association are subject to the contracted maintenance services established by the Board. Residents shall not direct or coerce landscaping contract employees or attempt to influence them. Complaints regarding landscaping shall be directed to the Association Manager using the Landscaping Request Form in Annex 2. **Emergency landscape problems should be directed to the Association Manager (480-551-4210) or, after hours, to the management company emergency line (602-336-2700).** The Association Manager will normally remedy complaints with the landscape contractor but may, as appropriate, refer a complaint to the Board.

B.0.3 Tampering or attempting to adjust the Association's landscape irrigation system including valves and controllers is prohibited. Contact the Association Manager to report any irregularities observed with the irrigation system.

B.0.4 The Landscaping Committee develops a five year plan for landscape management. The suggestions and recommendations of members are solicited.

B.0.5 It is the policy of the Board of Directors to minimize water use for landscaping in our Common Elements. This policy supports the policies of the City of Mesa.

### **B.1 LANDSCAPING POLICIES**

B.1.1 Improvements, as defined in Article 1.25 of the Declaration, include all aspects of landscaping on the Common Elements. Establishment of Improvements is solely the prerogative of the Board of Directors (See Declaration, Article 6.3). The Board of Directors shall approve all landscaping requests (other than complaints) and their associated costs.

B.1.2 Requests for changes in landscape plantings will be reviewed by the Landscaping Committee which will forward a recommendation to the Board. If the request is a landscaping complaint, the Association Manager shall arrange for a solution with the Landscape Contractor. However, if the problem is not within the scope of this Annex, the Association Manager shall forward the problem request to the Board.

B.1.3 The existing landscape trees, plants, or shrubs on the Common Elements adjacent to a Member's Unit may be changed or removed, subject to the procedures of Article B.1.2, under the following conditions:

- a. An existing tree, plant, or shrub dies or is significantly deteriorated
- b. A Member desires to replace an existing tree, plant, or shrub
- c. A Member desires to replace a tree, shrub, or plant with a large rock.

In **b** above, the Member may, subject to Article B.1.5, select the replacement from the plantings listed in Annex 1.

B.1.4 Replacement trees, plants, or shrubs shall be selected from the approved lists in Annex 1.

#### B.1.5 Monetary Responsibilities

a. The expense of the replacement of B.1.3.a shall be borne by the Association subject to any cost limitations established by the Board of Directors.

b. The expense of .the replacements of B.1.3.b and c. shall be borne by the requesting Member.

.c. The Association, through its contract with a landscaping company, shall be responsible for planting and maintenance of all plantings in the Common Elements.

B.1.5 All landscaping requests or complaints shall be submitted in writing using the Landscaping Request Form of Annex 2 below.

## **Annex 1 Approved Plantings**

All plantings beyond the initial landscaping on our Common Elements shall be those listed below:

### **Trees**

Blue Palo Verde	Hybrid Palo Verde	Ironwood
Ficus (Indian Laurel)	Coolibah	
White Thorn Acacia	Indian Rosewood	Palo Brea

### **Succulents**

Medicinal Aloa	Desert Spoon	Blue Yucca
Candelilla	Bananna Yucca	Red Yucca
Cape Aloe	Ocotillo	Agave

### **Cacti**

Golden Barrel	Beavertail Prickly Pear	Senita
Purple Prickly Pear	Mexican Fence Post	Saguaro
Engelmans Prickly Pear		

### **Ground Covers**

Trailing Lantana	Tufted Primrose
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### **Shrubs**

Baja Fair Duster	Flame Honeysuckle	Texas Sage
Firecracker Brush	Oleander	Bougainvillea

**Annex 2 Landscaping Request Form (11-05)  
Twin Homes HOA**

Serial \_\_\_\_\_ Date \_\_\_\_\_  
Unit \_\_\_\_\_ Requester \_\_\_\_\_ Phone \_\_\_\_\_

This form is used for all Twin Homes HOA Member requests concerning landscaping within the Common Elements of the Association. Submit to the Association Manager. The provisions of Annex B to the Rules and Regulations apply to all requests.

If approved and a payment is required from the requesting Member, the payment shall be made within 10 days of the date of approval by check or money order payable to "Condominium Homes of SSV" and submitted to the Association Manager.

Request or Complaint. (Additional pages may be attached as necessary).

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Landscaping Committee Recommendation and Comments

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Contractor Actions and Member costs (as required)

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**Board Approval or Disapproval (Circle)**

\_\_\_\_\_  
Board Official \_\_\_\_\_ Date \_\_\_\_\_

Transmittal Date to Member \_\_\_\_\_

Receipt of any required Member payment \$ \_\_\_\_\_ Date \_\_\_\_\_

Landscape Committee inspection of request \_\_\_\_\_

Distribution: Member (1), Association Files (1), Landscape Committee Chair (1)

## **APPENDIX C ADVISORY COMMITTEE TERMS OF REFERENCE**

### **C.0 GENERAL**

The Board has established six Advisory Committees in accordance with the Bylaws, Article 5.2. These Committees of unit owners provide a wide range of experience and advice to the Board. All members are urged to volunteer for participation in these Committees.

### **C.1 Terms of Reference for Committees**

#### **C.1.1 FINANCE**

1. Review monthly financial reports, notify Board of potential problems
2. Assist Board in development of Reserve Fund requirements
3. Review and advise Board on insurance coverage
4. Review and recommend to Board options for HOA contracts
5. Review, modify as necessary, and recommend an annual budget to Board
6. Report Committee activities to each regular Board meeting

#### **C.1.2 ARCHITECTURE**

1. Receive, review, and recommend approval or denial of architecture proposals from Unit owners.
2. Inspect completed projects for compliance with approvals.
3. Recommend changes to the Board for Appendix A of the Rules and Regulations as appropriate.
4. Report Committee activities to each regular Board meeting

#### **C.1.3 UTILITIES**

1. Establish procedures to maintain security lighting at minimum cost to the Association
2. Procure and replace security light bulbs.
3. Replace or have replaced defective security light fixtures and sensors
4. Observe and report to the Association Manager deficiencies in the leased street lights within the Common Area.
5. Develop a schematic of water meters and irrigation systems. Periodically review water usage to detect anomalies.
6. Make recommendations to the Board relating to electrical and water services provided by the Association to its members.
7. Maintain oversight of Association fire extinguishers
8. Report Committee activities to each regular Board meeting

#### **C.1.4 COMMUNICATION**

1. Maintain the Association Bulletin Board at the mail boxes.
2. Assist the Board and Committees with notification to members of Association activities.
3. Develop a web site to promulgate Association documents and information.
4. Manage and utilize the Association email group system.
5. Develop, publish, and distribute periodically an Association Directory
6. Provide Association information announcements on Channel 22 and in the *VOICE* newspaper as appropriate.
7. Report Committee activities to each regular Board meeting

#### **C.1.5 SOCIAL**

1. Develop and promulgate an annual Twin HOA social event program which is self-supporting.
2. Plan and carry out Association social activities
3. Report Committee activities to each regular Board meeting

#### **C.1.6 LANDSCAPE**

1. Periodically inspect Association landscaping and make recommendations to the Board.
2. Develop criteria for proposals for landscaping contracts
2. Review annual landscaping contract proposals and make recommendations to the Board.
3. Develop a five year landscaping plan
5. Report Committee activities to each regular Board meeting

