

**TOWNHOMES AT  
SUNLAND SPRINGS VILLAGE**

**(A CONDOMINIUM  
HOMEOWNERS ASSOCIATION)**

**RULES AND REGULATIONS**

**Approved and Adopted  
Revised**

**November 6, 2006  
May 23, 2007**

**Craig Ahlstrom, President  
Townhomes at Sunland Springs Village HOA**

# TOWNHOMES AT SUNLAND SPRINGS VILLAGE

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## INTRODUCTION

The Townhomes at Sunland Springs Village Homeowners Association 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 when compared to owning a single family home.

The main difference between your Townhome and living in a traditional home is that 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, the 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, the shared parking areas, and the water retention and drainage areas. Your driveway is a Limited Common Element meaning that you have exclusive use of it and are responsible for its maintenance.

The Common Areas are to be enjoyed by all residents, and are managed by the Association giving consideration to all residents' needs and welfare. This responsibility gives rise to 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.

Initially, the Board of Directors consists of officers of Farnsworth Development Company. In the fall of 2007, monthly "informational meetings" will be held so that residents can ask questions and review the financial matters of the HOA. When the project has closed approximately 75% of the units, an organizational meeting will be held to elect a Board of Directors from among the residents. Until that time, all questions regarding the HOA should be directed to the management office (see page 5, 1.6).

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

Our goal is to provide a living environment designed for adult lifestyles where sharing, caring and concern for your neighbors are given highest priority.

Board of Directors  
Townhomes at Sunland Spring Village HOA

## 1.0 GENERAL INFORMATION

### 1.0.1 TERMS

Terms used in this document are as follows:

Declaration – refers to the Condominium Declaration for Townhomes at Sunland Springs Village, a Condominium, dated 8/11/2006 (often referred to as the CC&Rs)

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

Association – the Townhomes at Sunland Springs Village Homeowners 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 Association

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.

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 85209  
480-354-8758

Other definitions can be found in the Declaration, Article 1.

## **1.1 MAINTENANCE SERVICES PAID FOR BY UNIT OWNER**

**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.

**Water** City of Mesa (except for Common Area landscaping water)

**Sewer** City of Mesa

## **1.2 MAINTENANCE SERVICES PROVIDED BY THE ASSOCIATION**

**Cable** Cox Communications provides basic cable service of 22 channels including a leased channel (channel 22) that provides recreational information on Sunland Springs Village. 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 Association. Contact the Association Manager to report a lighting deficiency.

## **1.3 ASSOCIATION AND UNIT INSURANCE**

1.3.1 The Association maintains a liability insurance "Master Policy" on the Common Areas. This policy does not cover Unit owner liability.

1.3.2 Unit owners own and are therefore responsible for the Unit structure including the roof. Therefore 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 and 9.

#### **1.4 BUILDING MAINTENANCE**

The Association is responsible for exterior painting of all Units including the walls of the rear patio. The Association also provides exterior pest control. **The Unit owner is responsible for all other maintenance including air conditioner and heating repair, and roof.**

#### **1.5 LANDSCAPE MAINTENANCE**

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, replant or disturb existing landscaping in any Common Area.

#### **1.6 MANAGEMENT OF TOWNHOMES AT SSV**

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 480-354-8758. Please 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 Rossmar & Graham emergency number, 602-336-2700 as appropriate. A Security Patrol is on duty from 5:15 p.m. - 5:15 a.m. each day. The Security phone number is 480-540-8561.

#### **1.7 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.

#### **1.8 LEGAL DOCUMENTS**

The legal documents of the Association are as follows in hierarchical order of authority: Plat, Articles of Incorporation, Condominium Declarations, By-Laws, and Rules & Regulations.

#### **1.9 ASSOCIATION MEETINGS**

Homeowners Association meetings are held monthly.

#### **1.10 SSV COMMUNITY ASSOCIATION (Master Association)**

As owners of SSV Townhomes, you are also members of the Master Association (named Sunland Springs Village Homeowners Association) and may utilize all community amenities provided (swimming pools, tennis courts, various activities, etc). You are required to pay its annual membership fee, which is invoiced separately by the Master Association, and should be payable to them, not to the Townhomes Association. You are required to adhere to the Declaration of the Master Association as well as its 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 costs may be charged to the Unit owner). Master

Association Meetings are held in the auditorium on the fourth Tuesday of the month at 9:30 a.m.

### **1.11 COMMON AREAS**

The Board is responsible for all Common Area additions, deletions and maintenance. The Board prohibits unit owners from making any alterations, additions or deletions to any Common Area within the confines of our Association without prior approval.

### **1.12 MONTHLY MAINTENANCE FEES (Assessments)**

All fees, dues, assessment charges and/or amounts due and payable to the Association are due and payable on the first business day of the month. 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. An NSF fee will be assessed for returned checks. If the Association must initiate legal action to collect fees, the Unit owner will be responsible for all collection costs.

Monthly fees should be made payable to SSV Townhomes HOA and mailed to the address shown on your payment coupons. **Please include your account 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.

Members are encouraged to establish a payment system (SUREPAY) through which the Association fee is transferred from your bank account automatically. Pick up a form in the Association office.

### **1.13 EMERGENCY NUMBERS**

POLICE, FIRE, MEDICAL/AMBULANCE	911
POLICE DEPARTMENT/NON-EMERGENCY	480-644-2211
SECURITY PATROL (5:15 p.m. – 5:15 a.m.)	480-540-8561
SSV ASSOCIATION OFFICE	480-354-8758
ROSSMAR & GRAHAM (Management Company)	480-551-4300
After Hours Emergency Line	602-336-2700
SALT RIVER PROJECT for electric failure	602-236-8888

MAIL PAYMENT COUPONS TO:  
Townhomes at Sunland Springs Village  
PO Box 62975  
Phoenix, AZ 85082-2975

## 1.14 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 is 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 4.6.

## 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

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 10:00 p.m. that infringe on the rights of neighbors.

Rollerblading or bicycle operation on the sidewalks in the rear of Units is not permitted.

## 7.0 LANDSCAPING

Granite areas, grass, shrubs, and trees are all part of the Common Area, and as such are subject to the maintenance policy established by the Board of Directors. Residents are not permitted to attempt to direct landscape contractor personnel, or verbally abuse or otherwise influence them. Complaints regarding landscaping should be directed to the Community Association Manager.

No resident is permitted to plant anything whatsoever in any Common Area. Similarly, residents are not allowed to irrigate, prune, trim, or apply fertilizer or pesticides to

plantings. If plants in the Common Area appear stressed, report this to the Association Manager.

Tampering with or altering the common area irrigation system is strictly prohibited and may be construed as vandalism depending on the circumstances involved.

## **8.0 PARKING**

### **8.1 Resident Parking**

Residents must park cars in their garage. Overnight guests may park cars in the driveway. Overnight on-street parking is not permitted. Overnight guests may park on driveways 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 of the number of vehicles for which it was designed. If there is insufficient space within the garage for the parking of all such motor vehicles, a variance may be requested from the Board to temporarily park a motor vehicle in the Unit driveway provided such motor vehicles do not exceed 8 feet in height and are not longer than the length of the driveway, are not used for commercial purposes and do not display any commercial name, phone number or message of any kind. See also the Declaration, Article 4.8.

### **8.2 Motor Homes & Trailers**

Motor homes and trailers shall not be parked longer than 48 hours on the street or driveway.

### **8.3 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.

### **8.4 Golf Carts**

Golf carts should be housed in your garage. Washing of golf carts on your driveway is prohibited because battery acid washed off will permanently stain the driveway. Golf carts may be washed on the street, but be sure the cart is dry before returning it to your garage.

### **8.5 Driving or Parking on Common Areas**

Driving or parking of any vehicles, including motorbikes, motorcycles, bicycles or golf carts on 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 on the granite, street, or greenbelt Common Areas. A contractor's negligence causing damage or need for debris removal is the Unit owner's responsibility.

### **8.6 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**

9.1 Rental or leasing of Units is permitted subject to the following restrictions (see also the Declaration, Article 4.13):

- 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, and Rules and Regulations of the Association
- subleasing of the Unit is not permitted
- leases must be for a minimum period of one month

9.2 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 and age of lessee and other person(s) that will reside in the Unit
- contact information for owner and lessee
- the lessee has copies of the Declaration and the Rules & Regulations
- certify that all residents meet the age requirements (Declaration, Article 2.11)

## **10.0 SIGNS**

### **10.1 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 5 sq. ft. For Rent or For 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 is executed.

### **10.2 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.

### **10.3 Political Signs**

Political signs may not be placed on the Common Area. This restriction applies to your front patio and to the landscaped area in front of your patio.

Permission must be obtained from the Board for the installation of any sign not covered in this section.

## **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**

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:

### **12.1 FIRST NOTICE**

Written notice will be sent to the homeowner at the mailing address as it appears on the records of the Association at the time of notice. The **FIRST NOTICE** shall be a reminder letter and shall give the owner 14 days to comply. The notice shall include:

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

### **12.2 SECOND NOTICE**

If the violation is not corrected within the time period specified in the first Notice, a second notice will be sent. The **SECOND NOTICE** shall be a violation letter with no fine imposed and shall again give the owner 14 days to comply. The second notice shall include:

- 1) The nature and date of the violation and the date of first notice to owner.
- 2) The fact that a monetary penalty will be imposed for failure to correct the violation or for repeated violations of the same rule as determined by the Board.
- 3) The date by which remedial action is to be completed.

### **12.3 THIRD NOTICE**

If the violation is not corrected within the date specified in the Second Notice or if the same violation reoccurs within a six (6) month period of the previously written notice, a **THIRD NOTICE** will be sent. The third notice shall include:

- 1) The nature and date of the violation and the dates of the first and second notices to owner.
- 2) The fact that a **monetary penalty** will be imposed at the next Board Meeting if not appealed. The amount of the monetary penalty to be assessed will be given.
- 3) The manner in which the owner will be provided with an opportunity to be heard with respect to the violation and/or the monetary penalty.

### **12.4 APPEAL PROCEDURES**

The owner will be provided an opportunity to appeal the violation and the fine as follows:

Within fifteen (15) calendar days following the date of the Third Notice, the owner may appeal the monetary penalty in writing to the Board and may also appear in person before the Board at the Board Meeting following the expiration of the Third Notice deadline:

- 1) Appeal shall demonstrate extenuating circumstances, which require deviation from the Association document cited in the violation notice.
  - 2) Appeal shall include all pertinent backup information to support the existence of the extenuating circumstances.
- A fine of \$25.00 will be assessed for an uncorrected violation of the same Article of the Declaration, Bylaws, or Rules and Regulations of the Association.
  - Subsequent violations of the same rule occurring within a six (6) month period, will be assessed a \$50.00 fine for the second violation, and \$75 for subsequent violations.
  - The period for corrective action will in all cases be fourteen (14) days.
  - If at any time the Board determines that the homeowner has no intention of complying with the rules, then the Board may exercise the option to pursue corrective action through further fines and legal means.

## **APPENDIX A ARCHITECTURAL CHANGE PROCEDURES**

### **Architectural Changes**

All changes to the exterior of each Unit must be approved by the Architecture Committee unless the change is noted as pre-approved below. The Architecture Committee reviews the application in light of the Architectural Rules contained below. A letter in response to the application is provided by the Association Manager within 30 days of the date the application is received in the Association office.

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

Architectural Change forms may be obtained from and dropped off at the Association 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.

The provisions governing architectural changes are listed below.

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

Outside clotheslines 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.

A.2.3 Wall coverings as described in the paragraph A.2 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 wall of a rear patio enclosure such as an Arizona room.

A.2.4 Wind chimes are not permitted anywhere on the Unit. Other hanging items are not permitted either in or on the front or sides of the Units. No more than two 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.

### **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, a state flag, or a flag of a United States Armed Service 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, Armed Service, holiday or festive flag, not to exceed 4' X 6', can be displayed on the rear patio.

Flags 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. Flowerpots and/or planters placed on the front patio or the decorative wall are limited to three. 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, 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 and 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 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 Except for ingress and egress of vehicles, garage doors are to remain closed at all times, even when repairs are being made. Besides improving the aesthetics of the community, this rule enhances the security of your Unit.

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

## **A.9 Holiday Decorations**

Holiday decorations are pre-approved provided the following guidelines are observed. Residents may decorate the front and rear exterior 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. One

(1) front exterior and one (1) front interior window wreath, not to exceed 24" in diameter, may be simultaneously displayed.

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.

No electrical lights, wires or any other holiday decorations are permitted to be hung or placed either on or in the front trees, trees along the sides or in the rear of the condo Units, front or side shrubbery, or decorative granite stone. Residents may place lights on top of the front patio wall and garage.

The use of single strands of tinsel outdoors is prohibited.

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

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.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 require Architectural Committee approval.

#### **A.12 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.13 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.14 Patio Furniture**

A.14.1 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 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 chairs. No furniture is to be placed on any Common Area. Providing these conditions are followed, patio furniture is pre-approved.

A.14.2 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 would be considered excessive. The size and style of such furniture must be in keeping with appropriate commercial design. Providing these conditions are followed, patio furniture is pre-approved.

A.14.3 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. Approval is required for fans.

## **A.15 Patio Protective Screens & Sunshades**

A.15.1 Roll-up sunshades may be installed on the inside of the patio roof supports and shall be of beige color.

A.15.2 Sunscreens are permitted on all windows of the Unit. The frame color shall match the window frame color and the screen must be beige.

A.15.2 Roll-up security shutters are permitted on the rear windows and shall be beige in color. Roll-up security shutters for the rear patio are permitted. They must match the color of the stucco as close as possible.

A.15.3 Screen enclosures may be installed around the rear patio area subject to the following conditions:

- A drawing of the enclosure shall be submitted to the Architecture Committee
- The enclosure shall not extend beyond the patio roof
- A kick plate on the outside of the enclosure may be installed not exceeding 24 inches in height
- Screens must be beige.
- Doors and kick plate shall be beige.

## **A.16 Driveways**

Unit owners are responsible to keep their driveway repaired, and clean and free of oil or other stains. Neither clear coatings nor colored coatings may be applied.

## **A.17 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.18 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.19 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.20 Window Coverings**

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.

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

## A.21 Golf Ball Nets

Golf ball nets may be constructed per the following guidelines and approval from the Architectural Committee:

Golf ball net fencing should run vertically from the rear of the Townhome in a direction generally toward the rear lot line. Uprights must be steel fence posts 2 3/8" in diameter not to exceed 10 feet in height. Cross member posts must be of steel 1 7/8" in diameter. Posts and nets must be green in color.

These are general guidelines and may be modified if the Architectural Committee deems appropriate for individual situations.

Nets are allowed only on Townhome Units 101 through 116, which are adjacent to the driving range.

Excerpt from SSV Declaration Article 2.5 Golf Course and Related Facilities:

*Each Owner, by purchasing a Lot, acknowledges and agrees that such Owner is fully aware of the fact that the acquisition of a Lot adjacent to or in the vicinity of the Golf Course Facilities has certain risks, including, but not limited to, the risk that from time to time golf balls may be hit onto portions of the Lot and cause damage to the Residential Unit or other Improvements situated on the Lot or cause personal injury to the Residents or other persons present on the Lot. Each Owner, Resident and other persons present on a Lot at any time agree to assume such risk and agree that no claim for any property damage or personal injury caused or occasioned by golf balls or any of the other hazards associated with the maintenance, operation and use of the Golf Course Facilities shall be made against the Declarant, the owner, operator or designer of the Golf Course Facilities or the Association of any of its directors, officers, employees or agents. Each Owner also acknowledges and agrees that the operation of the Golf Course Facilities involves certain activities which may interfere with, annoy or disturb such Owner, the Residents of the Lot and their respective guests and invitees. These activities include, but are not limited to, the activities necessary to properly maintain the Golf Course Facilities which activities may be conducted very early in the morning or very late in the evening and may involve the operation of machinery or equipment causing loud noises, the presence of golf course maintenance personnel close to the Lot, the operation of golf carts and the presence of golfers close to the Lot.*

**TOWNHOMES AT SUNLAND SPRINGS VILLAGE  
ARCHITECTURAL CHANGE APPLICATION**

**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 needed, please use additional paper.)

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

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

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**Note:** Unit Owner must notify the Association Manager upon completion of the approved change. 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.