

Sunland Springs Village

Rules and Regulations

Golf Condo Association

Golf 1 (Four Peaks)



Re-arranged, Revised and Approved
Golf 1(Four Peaks) Condo Association
By action of the Board of Directors

Rev Feb.18, 2009
Mar.15,2012

Addenda Record

As addenda are approved and distributed by the Board of Directors, you as the Property Owner are asked to make a notation hereon and mark the changes to the Rules and Regulations in your copy to keep it and you current.

ADDENDA NUMBER	DATE	ARTICLES REVISED
_____	_____	_____
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Article 1---INTRODUCTION

1.1 The SSV Golf Condominium 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 significantly different type of living, especially when compared to owning your own home. Condominium in a general sense refers to a plan where you are responsible for the care and maintenance of the interior of your residence, while the Condominium Association is responsible for the care and maintenance of the exterior, with a few exceptions. Also, the exterior front, rear and side yard areas are legally classified as common area, as well as the driveways, private drives and parking areas. The Common Areas are to be enjoyed by all residents, and must be controlled consistently throughout the Association, giving consideration to all residents' needs and welfare, thus the necessity of a legally formed Association with Articles of Incorporation, By-Laws, Condominium Declarations, and Rules and Regulations. You should have received these documents upon the purchase of your unit, as 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.

1.2 The Board of Directors has a fiduciary and legal responsibility to manage the Association in accordance with various Arizona Statutes, and in conformity with the Condominium Declarations and Rules and Regulations. Board Meetings will be scheduled on a regular basis, with date, time and place being posted on the bulletin boards. The Board seeks your assistance, input, support and wisdom, and in this regard encourages you to attend the scheduled Board Meetings.

1.3 The Board appoints and/or contracts for such services as are necessary to implement policies adopted by the Board. This includes, but is not limited to, maintenance, accounting, scheduled property inspections, complaint handling, and enforcement of the Condominium Declarations and Rules and Regulations. Currently, the Association has entered into a management agreement with Jomar Association Services, Inc., *Community Association Management*.

1.4 We hope you find that SSV Golf Condos 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.

1.5 The SSV Golf Condominium Association (the legal recorded name) will also be known as Golf 1(Four Peaks) Condo Association in order to more clearly distinguish it from other SSV Condo Associations.

Article 2---GENERAL INFORMATION

2.1 YOUR MONTHLY MAINTENANCE FEE INCLUDES:

Water City of Mesa
Includes Domestic Use and Common Area Landscaping

Sewer City of Mesa

Trash City of Mesa

Monday is collection day for blue recycling containers.
Thursday is collection day for black garbage containers.

Please contact Jomar Association Services, Inc. to set up refuse collection and for replacement containers.

2.2 Exterior Security Lighting

Front patio lights on masonry post, over garage door light and rear walkway lights. See Article 4.13 for more detailed instructions.

2.3 Association Insurance

The Association maintains a property insurance “Master Policy” on the Common Elements and the Condominium Units, on a guaranteed replacement cost basis. See the Condo Declarations art. 8.1.1 for scope of coverage. ***This policy does not cover personal property of Unit Owners or Tenants, which requires an individual Condominium Owner’s Policy, which should conform to the insurance specifications contained in the Condominium Declarations, nor does it cover any betterments or improvements made by Unit Owner(s) after the original construction and purchase from the Developer.*** Individual insurance policies covering personal property, betterments & improvements, deductibles; glass breakage; personal liability are available from any number of insurance carriers at very reasonable costs. Unit Owners are urged to contact their individual agent for their own required coverage.

2.4 Window Glass Breakage

The Association property insurance policy does not cover window glass breakage in your unit. Unit owners are responsible for replacing broken window glass.

2.5 Building Maintenance

The Association is responsible for exterior building repairs, exterior painting, exterior pest control and roof repair. ***This does not include air conditioner and heating maintenance or repair.***

2.6 Landscape Maintenance

Landscape maintenance includes upkeep of all common areas, which is the exclusive responsibility of the landscape maintenance company. Unit Owners are not authorized to plant, re-plant or disturb existing landscaping in any

common area. This service excludes the approved plantings inside of the back patio area of the Model 1250 unit, which are the Unit Owner's responsibility.

2.7 Management of Four Peaks Golf Condominium Association

The Association Board of Directors prescribes property management and maintenance. The Community Association Manager is available daily by calling 480-892-5222. Please contact the manager if you have concerns about exterior security lights, insurance, building or landscape maintenance. In the event of an after-hours emergency, please call the emergency number located on page 10.

2.8 Legal Documents

Copies of the Condominium Declarations, By-Laws, Rules & Regulations and Articles of Incorporation were given to each Unit Owner. **It is imperative that each Condominium Owner becomes familiar with the contents of these documents.** Replacement documents are available in the Association Office at a charge to the Unit Owner.

2.9 Association Board Meetings

Board Meetings are scheduled regularly from October through May. Meeting Notices are transmitted on channel 22, posted on the bulletin boards (by the mailboxes) and listed monthly in the SSV Voice Newspaper.

2.10 SSV Community Association (Master Association)

As owners of SSV Golf Condominiums, you are also members of the "Master Association" and may utilize all of the amenities provided (swimming pools, tennis courts, various activities, etc). You are also required to pay their annual membership fee, which is invoiced separately by the Master Association, and should be payable to them, not to the Golf Condo Association. Also, you are required to adhere to the CC&R's of the "Master Association", as well as their Rules & Regulations. You should have received the governing Master Association Documents at the time you purchased your Unit. If you did not receive these Documents you can obtain a copy in the Association Office (copy cost may be charged to the Unit Owner).

2.11 Common Areas

The Board of Directors or its Designee(s) handles 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 SSV Golf Condos without prior approval.

2.12 Maintenance Fees (Dues)

2.12.1 Upon setting the annual budget, the individual unit annual fee (dues) will be levied which may be paid in monthly installments. This annual fee will become due and payable in its entirety upon the default of any monthly payment.

2.12.2 All fees, dues, assessment charges and/or amounts due and payable to SSV Four Peaks Golf Condominium Association are due and payable on the first business day of the month. Such payables become delinquent if not received on or before the 15th day of the month. If a check is returned, a charge of \$25.00

will be assessed. If the Association must initiate action to collect, the Unit Owner will be responsible for all collection costs.

2.12.3 Fees (dues) should be made payable to SSV Golf 1 Condos and mailed to the address shown on your statement. **Please include your Unit Number on your check.** Post-dated checks will not be accepted. You may pay your monthly fee installments in advance for as many months as you wish in the current calendar year. You may not pay beyond the current calendar/fiscal year ending December 31, as these fees (dues) may change.

2.13 Fee Collection Procedures

2.13.1 When an Owner becomes delinquent for 15 days, a re-bill notice will be sent by the Assoc. Manager to the address of record. A late payment penalty of \$15.00 and a re-bill fee of \$20.00 will be charged by the Association Manager.

2.13.2 When an Owner becomes delinquent for a total of 30 days, a Demand Letter shall be sent by the Assoc. Manager mailed by certified mail (return receipt required) and regular mail to the Owner's addresses of record. This demand letter will set out the fees due, the late charges assessed and include the prevailing charge by the Manager for this mailing. This letter shall advise the Owner that payment in full is required in 30 days for the entire unpaid annual fee, late charges and Manager Charges to forestall further collection actions which may include the suspension of services.

2.13.3 Shall a Unit Owner become delinquent for a total of 60 days, the Association may suspend those services normally included in the monthly fee which may include water, sewer, trash collection and unit security lights without further notice to the Owner until fees and penalties are paid in full.

2.13.4 If a Unit Owner becomes delinquent for a total of 60 days, the Manager will take immediate action to check the Owner's credit history to determine if the Owner is also delinquent on mortgage payments, property taxes and Master HOA dues. If so, the Board shall be so notified without further delay. The Manager will prepare and record a Lien against the delinquent Owner and have such served by a Process Server.

2.13.5 Further Board action may be taken as authorized by paragraph 7.4.3 of the Condo Documents.

2.13.6 Failure by the Association to not have a current address for the unit owner shall not constitute an excuse for delinquency nor excuse late payment penalties. It is the responsibility of the Owner to notify the Association Manager of any change of address.

Article 3---EMERGENCY NUMBERS

POLICE, FIRE, MEDICAL/AMBULANCE	911
POLICE DEPARTMENT/NON-EMERGENCY	480-644-2211
SECURITY PATROL (5:15 pm – 5:15 am)	602-434-0940
JOMAR ASSOCIATION SERVICES	480-892-5222
AFTER HOURS EMERGENCY LINE	602-336-2700
SALT RIVER PROJECT ELECTRIC FAILURE	602-236-8888
SSV ASSOCIATION OFFICE	480-354-8758

MAIL PAYMENT TO:

ASSOCIATION MANAGER

The Association Manager for Sunland Springs Village Golf I
(Four Peaks) Condominium Association is:

Jomar Association Services
1514 W. Todd Drive, Suite B-1-3
Tempe, AZ 85283-4846
Phone: 480-892-5222

Make payments for assessments as directed on the billing
Statement or by direct bank withdrawal.

OTHER

FIRE EXTINGUISHERS LOCATED ON THE BACK EXTERIOR
CONDO 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
INSIDE YOUR UNIT.**

WATER SHUTOFF VALVE LOCATED OUTSIDE
IN FRONT OF YOUR UNIT.

Article 4---ARCHITECTURAL GUIDELINES

4.1 General

Architectural Change Forms may be picked up 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 from the architectural committee prior to making any exterior alterations to their unit.** The Architectural Committee 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, or which is deemed unsuitable, undesirable or in violation of any of the Condominium Documents.

4.2 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.

4.3 Decorative Plaques, Animal, Bird, Religious or Other Statuary (Wind Chimes or Other Hanging Items)

4.3.1 A decorative plaque, not to exceed 36" 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. No wall decoration, other than a wreath, floral arrangement or what is described herein, will be permitted for display in front of the condo units.

4.3.2 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.

4.3.3 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 (2) statues, measuring 24" or less in height are permitted in the rear of the unit. Three hanging items, including windsocks and hummingbird feeders can be hung within the inside of the rear patio roof, provided any such item does not overhang the rear service sidewalk.

4.4 Decorative Wreath or Floral Arrangement

One decorative wreath or floral arrangement, not to exceed 30" in height, width or diameter, or protrude more than 8" from the wall, may be kept within the covered entry area. Such wreath or floral arrangement must be well maintained and cannot be displayed in addition to a holiday wreath.

4.5 Feeders

No animal or seed-type bird feeders are to be hung or placed in the front or rear of the condo units or its adjacent common areas. A single liquid-type

hummingbird feeder may be hung in the rear **PATIO** area only; not to be hung in common area trees. No feeders or feeding is permitted in any common area.

4.6 Flags, Banners & Windsocks

4.6.1 United States and state flags may be displayed on condos, but only one flag at a time may be flown on the front of the units. It is suggested that state flags be flown on appropriate state holidays. Brackets may be attached to the front and back of the condos. 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 should be no permanent flagpoles. Flags may not be displayed on portable stands.

4.6.2 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.

4.6.3 A single U.S., State, holiday or festive flag, not to exceed 3' X 5', can be displayed on the rear patio. No more than two (2) decorative windsocks may be hung on the rear patio.

4.6.4 Whenever displaying the flag of the United States, or State of Arizona, they must be clean and free of any rips or tears. Display of soiled, faded, shabby or torn flags is prohibited.

4.7 Flower Pots and/or Planters

4.7.1 Flower pots, figurines and/or planters placed on the front patio or the adjacent wall are limited to three (3). Figurines are limited to 24" in height. Round pots are not to exceed 18" in diameter and 24" in height. Rectangular planters are limited to 24" long by 12" high. No flower pot, figurine or planter box 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.

4.7.2 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.

4.7.3 If artificial flowers are used they must be fade-proof and 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.

4.7.4 The placement of window boxes on any exterior window is prohibited.

4.7.5 No decorative objects other than flower pots or planters may be placed in the front patio or on the adjacent wall.

4.8 Satellite Dishes

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. However, Owners must complete and file an Architectural Change Form with the Board as
Four Peaks Rules and Regulations

a record of the installation and acknowledgement that upon moving or discontinuing service, the dish and cables will be removed and the fascia repaired and painted as needed. A fee of \$50.00 will be assessed for non-compliance.

4.9 Front and Rear Security Doors

4.9.1 Permission must be obtained from the Architectural Committee prior to the installation of a front or rear security door. The frame color of the security doors must match the color of the door. If you buy a Designer Door brand door, the correct color for the front door is Lava Rock and for the back door it is Mushroom. Equivalent colors by other door manufacturers are acceptable. The color of the screen must be black.

4.9.2 The Architectural Committee may approve an alternate to a security door on the rear patio only provided the alternative is of high quality. For example, a storm door may be acceptable on the rear only. The alternative door must be steel or aluminum with colors of the door and frame matching the Designer Door color Mushroom. The screen color must be black.

4.10 Garage Doors

4.10.1 Garage doors may be left open for limited personal activities; otherwise, the door must be closed.

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

4.11 Holiday Decorations

4.11.1 A resident can 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. In addition, it is permissible to place a small wreath or garland around the base of the light on the front patio wall.

4.11.2 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 condo units.

4.11.3 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 only.

4.11.4 The use of single strands of tinsel outdoors is prohibited.

4.11.5 Christmas decorations of any kind are not to be displayed prior to Thanksgiving and must be removed no later than January 15th.

4.11.6 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.

4.12 Landscaping-Owner Responsibility

4.12.1 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. Residents are not permitted to direct, coerce or verbally abuse or otherwise influence landscape contractor personnel. Complaints regarding landscaping should be reported to the Community Association Manager.

4.12.2 No resident is permitted to plant anything whatsoever in any of the common areas. If plants in the common area appear stressed, report this to the Association Manager.

4.12.3 Tampering with, or attempting to alter the Association's irrigation system, which includes controllers and valves, is strictly prohibited, and may be construed as vandalism, depending on the circumstances involved.

4.12.4 The Model 1250 unit owner and/or resident must maintain any open area adjacent to the rear concrete patio. Such areas are to be kept weed free and any planted flowers and/or shrubs are to be kept in good condition. Residents leaving the area for extended periods during the summer months are required to remove any flower or vegetable plants expected to die during this time.

4.12.5 Climbing vines, such as bougainvillea, pyracantha, cat's claw, etc., are permitted to be grown in rear garden areas in Model 1250 units. Shrubs are permitted but must be kept trimmed to 72" in height or less and kept clear of adjacent walls. No trees will be permitted.

4.12.6 Trees are removed, planted and maintained by the landscape contractor at the direction of the Board of Directors. A homeowner(s) may make a request to the Board of Directors to have a tree/shrub removed and replaced. Refer to Appendix E for procedure.

4.13 Leave-A-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.

4.14 Exterior Security Lighting

4.14.1 Exterior security lighting includes front patio lights on masonry posts, lights over garages and rear walkway lights. Repairs including bulb replacement for these lights is done only by persons authorized by the Board.

4.14.2 Unit owners are requested to keep them clean and bug free and report bulb burn-outs to the Assoc. office.

4.14.3 Unit owners are **NOT** to paint the post lights. They will be painted by the Professional painter as part of the on-going unit paint schedule.

4.15 Name Signs

A name sign, not to exceed 9" high and 17" long, is permitted near the front door. Sculptured stone name signs not to exceed 500 sq. in. in size are permitted located on the front patio deck near the front door.

4.16 Nuisances & Offensive Activity

4.16.1 No resident is permitted to engage in any activity that is offensive or detrimental to any other resident. Such activity may include, but not be limited to, loud radio, stereo or television, outdoor “partying” after 10:00 pm, excessively noisy hobby equipment or any other activities that create loud noises that infringe upon the quiet enjoyment of other residents.

4.16.2 Rollerblading and bicycle riding on the rear service sidewalk is prohibited.

4.17 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 rear garden area only.

4.18 Patio Ceilings

Patio Ceilings are not to be hosed or washed down. Doing so may damage the drywall (sheetrock) material, and any damage caused by such action is the responsibility of the unit owner to repair.

4.19 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 of Directors may order the removal of any synthetic covering that has deteriorated or has not been approved by the Architectural Committee.

4.20 Patio Furniture

4.20.1 Outdoor 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.

4.20.2 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. Your Association Board requests that residents exercise discretion and good taste in this matter at all times.

4.21 Patio Protective Screens & Sunshades

4.21.1 Permission to install protective screens around the rear patio area, or sunscreens on exterior windows must be obtained from the Architectural Committee. Rear patio screens or shades must be installed on the inside of the patio roof supports. They must be beige in color. If installation requires

attachment to a neighbor's structure, a letter of permission from said neighbor is required.

4.21.2 Roll-up security shutters are permitted on the rear windows only and must match the color of the stucco. Roll-up security shutters for the rear patio are permitted. They must be beige in color. Owner is to maintain them in good condition.

4.21.3 Roll-up security shutters for the rear patio may be installed either on the inside or outside of the beam.

4.22 Building Changes

4.22.1 Construction of additional living areas under an existing patio roof is allowed provided that:

A. All materials and construction techniques must be identical to that which was used in the original condo construction, e.g. block wall with stucco finish, metal clad door, aluminum frame windows, etc.

B. Prior to construction, Unit Owners must submit forms to the Architectural Committee for approval. See Appendix A & B.

C. Unit Owner must ensure that a Building Permit is acquired as per City of Mesa requirement for all work costing \$1000 or more. See Appendix B.

D. All work costing \$1000 or more must be done by an AZ Licensed Contractor.

4.23 Parking

4.23.1 Owner must park cars in garage. Overnight guests must park cars in driveway. Over night on-street parking is not permitted.

4.23.2 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 obtained to park a motor vehicle in the driveway situated on the Lot provided such motor vehicles do not exceed 7 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 Appendix C, Parking Variance Application.)

4.23.3. Motor homes and trailers shall not be parked longer than 48 hours on a street or private drive. This is in compliance with a City of Mesa Ordinance.

4.23.4 Visitors' cars can park in the driveway over night, but the unit owner or occupant cannot store or service vehicle in the driveways or private streets. Refer to sections 4.12 & 4.13 of the Use Restrictions in the CC&R's..

4.24 Driveways

4.24.1 The unit owner or occupant is responsible to keep the driveway clean and free of oil or other stains. A clear coating, Polyurethane 250 (a two component, low viscosity acrylic urethane) applied by a licensed applicator may be applied to the driveway surface. Such coating is subject to change request and approval by the Architectural Committee and is subject to the permit conditions.

4.24.2. Electric golf carts are not to be washed on condo driveways. They may, however, be washed on the street in front of an owner's unit.

4.24.3. Unit owners or occupants are also responsible for replacement/repair of driveway expansion joints. The following products are recommended. Three-quarter inch backer rod (normally comes in 20 foot length) followed by an application of Sikaflex (or equivalent) Self-Leveling Sealant High Performance Polyurethane. Both products are available from Home Depot. If you are unable to do this, contact the association manager who will arrange the maintenance for cost of materials and labor to be paid by the homeowner.

4.25 Bicycles, Motorbikes & Motorcycles

Bicycles, motorbikes and/or 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.

4.26 Driving or Parking in Common Areas

4.26.1 Driving or parking of any vehicles, including motorbikes, motorcycles, bicycles or golf carts in any granite/rock or greenbelt common area is prohibited.

4.26.2 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 the preceding paragraph. The contractor must also be informed that he is not permitted to deposit any dirt or other debris in the granite or greenbelt common areas. A contractor's negligence causing damage or debris removal is considered the unit owner's responsibility.

4.27 Pest Control

4.27.1 Pest control problems are to be reported to the Association Manager.

4.27.2 The condo owner is responsible for reporting evidence of termite infestation to the Building and Grounds Committee and /or the Board of Directors.

4.27.3 The Board of Directors will arrange for a termite inspection. The termite inspector will provide a written report indicating the current condition, i.e. (1) active termites, (2) evidence of past activity, (3) no evidence of present or past activity

4.27.4 The Association assumes responsibility for the treatment of "active" termites provided they could or have infested the condo structure.

4.27.5 The unit owner is responsible for any interior termite damage such as molding, doors, cabinets, furniture and etc.

4.28 Pets

No dogs, cats or any other animals, nor any birds, fowl, reptiles, poultry or livestock shall be maintained or kept in any Units or on any other portion of the Condominium. (per CC&R'S)

4.29 Pictures, Posters, Glass Ornaments, etc.

No pictures or posters are to be displayed on the inside of any window visible to the outside. Glass holiday ornaments and holiday cards may be displayed as part of the holiday decoration, but are subject to the same time frame as stipulated for the display and removal of such decorations. 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.

4.30 Poles

No poles, stakes, posts or similar projections, including seasonal decorations, are to be driven or implanted in any common area.

4.31 Roofs

Board authorized personnel only are permitted on any condominium roofs. Such authorization is automatically extended to licensed contractors engaged in the repair or servicing of the roof mounted HVAC units; or engaged in the installation of such items as skylights, solar tubes, vents, etc., **providing they have been pre-approved by the Architectural Committee.**

4.32 Signs

4.32.1 **For Sale** signs can be displayed only in the front of the unit, limited to one and limited in size to the industry standard or not to exceed 18" X 24" with a 6" X 24" sign rider.

4.32.2 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. In addition, two directional signs may be placed in the community, but not at the main entrance.

4.32.3 **Sold and Sale Pending** signs will be removed within 15 days after being erected.

4.32.4 **For Rent** or **For Lease** signs are limited to one not to exceed 18" X 24" and may be displayed only inside a window of the unit.

4.32.5 Security stickers on windows are permitted if less than 3" x 5" in size.

4.32.6 Security signs when provided by a professional security company, are permitted in the granite area in front and back of a unit. Signs must not exceed 12" by 12". Size and construction of signs requires Architectural Committee approval.

4.32.7 Semi-annual yard sales are sponsored by SSV Activities and Residents are encouraged to participate and forgo independent yard sales. Any Owner wishing to deviate from this policy must obtain a waiver from the Architectural Committee.

4.32.8 **No Solicitors** sign acquired from the Association office may be attached to the front door.

4.32.9 Permission must be obtained from the Board for the display of any other sign.

4.33 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 located on the front patio surface measuring no larger than 20" X 20" X 20" is permitted. A stationary clay (Terra Cotta) hose container, measuring not to exceed 18" in overall diameter with a 12" or less diameter opening not to exceed 9" in height is also permitted located beneath the hose bib on the front and back of the unit.

4.34 Structural Repairs

4.34.1 Owners and/or occupants are responsible for repair costs of any unit damage caused by them.

4.34.2 The Community Association Manager and/or the Board must order unit repairs. The Association will not pay for unauthorized repairs.

4.35 Window Coverings

4.35.1 Window blinds, drapes with white backing, shutters or roll down shades are required 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.

4.35.2 Window tinting and sunscreens are permitted provided they are professionally installed, and maintained free from rips and tears and other damage at the unit owner's expense. Window screen frame must match the color of the unit, and the color of the screen must be black.

Article 5---Violations and Penalty Schedule

5.1 General

5.1.1 Association Board of Directors, or its Designee, or any Committee created by the Board of Directors and charged with determining existing violations throughout the entire condominium complex.

5.1.2 The first violation of any provisions contained within the Condominium Documents, including the Condominium Declarations and the Condominium Rules and Regulations, will generate a violation letter, which will be mailed to the Unit Owner and/or Tenant. Said letter will reference the specific nature of the violation and a reasonable time limitation for corrective action to take place. A first violation will not assess a monetary penalty. Each single/individual violation is treated as a separate occurrence.

5.1.3 Failure of a Unit Owner and/or Tenant to take corrective action within the time limit stipulated may result in a monetary penalty being assessed to the Unit Owner, pursuant to Article 3, Sections 3.10.1(7) of the Condominium Association Bylaws.

5.2 Monetary Penalties

5.2.1 Monetary penalties for failure to correct the violation within the time limitation as specified above, are as follows, except as referenced in Section 5.2.5 below:

5.2.2 A second violation letter may result in the assessment of a \$50.00 penalty, following a hearing by the Board of Directors.

5.2.3 A third violation letter may result in the assessment of a \$100.00 penalty, following a hearing by the Board of Directors.

5.2.4 All fines will be assessed on a cumulative basis.

5.2.5 Upon a third motor vehicle parking violation under 'Article 4, Section 4.13 of the Condominium Declarations, the vehicle(s) in question may be towed pursuant to Article 4, Section 4.14 of the Condominium Declarations. Any subsequent violations thereafter may be handled in the same manner.

5.3 Board Sanctions

5.3.1 If the violations(s) are not corrected as stipulated above, or the monetary penalty(s) not paid when due, the Board may invoke any or all of the following sanctions, pursuant to the Arizona Revised Condominium Statute and Section 7.4 and its Sub-sections of the Condominium Declarations:

5.3.1(a) Have the violation corrected and assess the cost incurred to the Homeowner.

5.3.1(b) Obtain injunctive relief against the continuance of such violation.

5.3.1(c) Failure to pay accrued penalties and/or take the proper corrective action(s) within five (5) days following a Board Hearing, involving either a second or third violation, will result in a lien being placed against the Unit Owners Condominium for the recovery of all penalties, interest, legal costs and any other costs associated with said recovery and/or injunctive action, pursuant to Arizona State statutes.

5.4 Egregious Acts

In the event a member of the Association commits an egregious act against the Association, the Board of Directors will evaluate the act. If the Board of Directors determines the act justifies a penalty, the Board of Directors will specify the appropriate monetary penalty to be billed to the member.

Article 6--- Rental of Units

6.1 Lease

6.1.1 Leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of the Condo Declarations and the Rules and Regulations and that any violation thereof by the Lessee or the other occupants shall be a default under the lease.

6.1.2 Unit owner must provide copies of the Condo Declarations and the Rules and Regulations to the Lessee.

6.1.3 Unit owner shall be liable for any violation of the Condo Declarations or the Rules and Regulations by the Lessee.

6.2 Association Notification

The unit owner shall at least 10 days prior to the lease term commencement provide the following to the Association Manager: (Appendix D)

- A. The commencement and expiration date of the lease.
- B. The names of the Lessee and any other persons who will reside in the unit during the lease period.
- C. The address and telephone number at which the unit owner can be reached by the Association.
- D. The name, address and telephone number of a contact person the Association can use in the event of an emergency involving the unit.

**Sunland Springs Village Golf 1 (Four Peaks)
Condominium Association
Architectural Change Form**

Thank you for your request for approval by the SSV Golf 1 Condominium Association Architectural Review Committee. The SSV Golf 1 Condominium Association, Conditions and Restrictions (CC&R's) require that an owner obtain the **prior written** approval of the Architectural Review Committee for any exterior alteration or addition to property.

Required plot plan, 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.

If the requested change is approved, the owner agrees to maintain the improvements. If, in the view of the Committee, the improvement is not being maintained, the Committee has the right to remove or maintain the improvement with the owner bearing all costs.

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

Date: _____ Condo Unit Number: _____

Condo Owner Name: _____

Signature: _____

Address: _____ Phone Number: _____

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

Date Approved: _____

Approved/Disapproved by: _____

Comments: _____

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.

PROCEDURE FOR OBTAINING DOCUMENTATION FOR A BUILDING CHANGE

1. Obtain the Condominium Association Architectural Change Form (Four Peaks) from office.
2. Read and follow instructions found on form, in CC&R's, and as stated below.
3. Prepare necessary documents for change.
 - a. Floor Plan - Show existing property line and floor plan with specific dimensions.
 - b. Structural Elevation Drawings - Include detailed drawings of vertical changes including all wall openings. Include a complete materials listing, type and size of windows, doors and any other openings. Include the means of attaching the new addition to the existing structure.
 - c. Site Plan - The site plan includes the address and Mesa location as shown on a Mesa, AZ map. (Maps can be obtained using Google.)
 - d. Electrical Plan - The City of Mesa will determine if an electrical plan is needed.
4. Projects bid at more than \$1000 require a Building Permit from the City of Mesa and a permit from the SSV Four Peaks Architectural Committee. For projects bid at less than \$1000 a permit from the SSV Architectural Committee is required.
5. Contractors - A bonded, licensed and insured contractor must perform structural changes costing \$ 1000 or more.
6. Building- Permits and Inspections -The City of Mesa will determine the cost of a Building Permit and the number of inspections required. Information detailing the requirements can be found on the City of Mesa web site, www.cityofmesa.com, or at the Mesa City offices located at 55 North Center Street, Mesa, AZ 8521 1. (Phone 480/644-3188)

**Sunland Springs Village Homeowners Association
Parking Variance Application
Request for Approval**

Date Received _____

The CC&Rs require that an owner obtain prior written approval of the Board of Directors to change the guidelines for extended motor vehicle parking or storage. (See Sunland Springs Village Design Guidelines, Rules and Regulations Summary, page 7 & 8 for details.)

The variance, if approved, applies only to the current resident. It is not transferable to future residents upon sale or rental of the home. **Unless otherwise stated, approved parking variances expire one year from date of approval.**

To comply with the CC&Rs, please complete the form below giving reasons for variance and expected length of time for the variance. The request will be retained for the Board records.

Name: _____

Address: _____

Phone: _____ Lot # _____

Desired variance time: _____

Type of Vehicle: _____

Reason for variance: _____

Owner's Signature: _____

Return to:

**Board of Directors
Sunland Springs Village Homeowners Association
11214 E. Laguna Azul Circle
Mesa, AZ 85212**

Do not write below this line

_____ Approved

_____ Denied

Signature: _____ Date: _____

Comments: _____

**SUNLAND SPRINGS VILLAGE
RENTAL INFORMATION**

Rental Unit Data

Unit Address _____

Lot/Unit # _____

Lease dates: from _____ to _____

Renter Data

Name _____

Ages _____

Phone # _____

Email _____

Owner Data

Name _____

Address _____

Phone # _____

Email _____

Signature _____ Date _____

PROCEDURE FOR REMOVING AND REPLACING A TREE/SHRUB BY OWNER

The following format will be used by an owner(s) to remove and replace a tree/shrub:

1. The owner(s) must make a written request to the Board of Directors indicating the reason(s) for removal and replacement.
2. The Board of Directors will take the request under advisement and determine whether or not to grant the request.
3. Following Board of Directors' decision, the owner(s) will be notified. If approved, the Board of Directors will request a bid from the Association's landscaper to complete the request.
4. The bid will be sent to the owner(s) for his approval. If owner(s) approves, he will provide the full amount of the bid to the Board of Directors by check made payable to SSV Golf I HOA.
5. On receipt of the funds, The Board of Directors will release the contract to the landscaper for implementation.