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Discovery at Continental Orchard

Homeowners Association

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Mesa, AZ 85211-5720

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**CAPTION HEADING:**

DISCOVERY AT CONTINENTAL ORCHARD

RULES AND REGULATIONS

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# **DISCOVERY AT CONTINENTAL ORCHARD - RULES AND REGULATIONS**

The Homeowners Association of Discovery at Continental Orchard, hereinafter referred to as Discovery at Sunrise, offers many advantages to the homeowner. At the same time, we must impose restrictions. These restrictions are not to be an inconvenience or invade your freedom, however, are a means of maintaining the harmony of your community.

## **GENERAL ASSOCIATION INFORMATION:**

### **BOARD OF DIRECTORS**

The Board of Directors of Discovery at Sunrise is comprised of up to five (5) members elected at the Annual Meeting of the Homeowners. Any Homeowner in good standing is eligible to run for a seat on the Board and be elected a Board member, at the Annual Owners meeting. The purpose of the Board of Directors is to set policy for the Association and to act in the best interest of the total membership.

### **ANNUAL MEETING**

The Annual Meeting of Owners is held once each year. Annual Meeting notices will be mailed to each Homeowner in accordance with the CC&Rs. Absentee ballots will also be provided if a Homeowner is unable to attend in person, however, would like to vote.

### **VOTING RIGHTS**

There is one (1) vote per unit. In the event an assessment remains delinquent or if the Homeowner is in violation of the CC&Rs, the Association may suspend the Homeowner's voting rights as well as the right to use the recreational facilities.

### **INSURANCE**

The Association maintains insurance coverage for all Common Areas, buildings, Comprehensive General Liability, and Directors and Officers coverage. Insurance coverage includes all components of the unit as they were originally built. Personal contents and improvements to the unit above the original construction spec, are not covered and should be covered by your own personal insurance. In the event of a loss, the owner or owners sustaining the loss are responsible to pay the Association's deductible. The Association's insurance carrier is subject to change each year. Owners should consult with their own personal insurance carrier and are to contact the Management Company with questions pertaining to Association's insurance.

For your protection, it is highly recommended that each Homeowner carry their own separate policy for the interior of the unit, improvements to the unit (beyond original construction spec), contents of the unit, and personal liability. Homeowners are also encouraged to purchase an insurance rider on their policy to cover the Association's insurance deductible in the event of a loss at their unit. As a reminder, the Homeowner is responsible for the Association Policy deductible in the event of a loss at their unit.

### **INSURANCE & LIABILITY:**

The Association does not provide personal security for Owners, occupants or guests. Discovery at Sunrise is not responsible for injury sustained through the acts of other Owners, tenants or anyone else on the Association property. Owners and tenants are required to obtain insurance for any perceived danger to property or person.

**THE PAYMENT OF THE ASSOCIATION'S INSURANCE DEDUCTIBLE:**

As indicated above, each owner is responsible for the Association insurance deductible, should a loss occur at their unit. Payment shall be as follows:

1. Except as set forth in paragraph 5, below, if damage(s) occurs solely to one Unit, the Owner of the Unit shall be responsible for payment of the insurance deductible in full. If the cost for such repair, replacement, or restoration to such Unit is less than the insurance deductible, the Owner shall be responsible for full payment of the cost for repair, replacement, or restoration thereof, unless the damage(s) was caused by another Owner's negligence or actions.
2. Except as set forth in paragraph 5, below, if damage(s) occurs to more than one Unit but not to the Common Elements, the deductible shall be prorated based on the percentage of damage caused to each Unit. If the cost for such repair, replacement, or restoration to such Units be less than the insurance deductible, the Owners of the Units affected shall be responsible for full payment of the cost for repair, replacement, or restoration thereof, unless the damage was caused by another Owner's negligence or actions.
3. Except as set forth in paragraph 5, below, if damage(s) occurs to more than one Unit and to the Common Elements, the deductible shall be prorated based on the percentage of damage caused to each Unit and the damage caused to the Common Elements. If the cost for such repair, replacement, or restoration to such Unit(s) and the Common Elements is less than the insurance deductible, the cost for repair, replacement, or restoration thereof, shall be governed by the Declaration.
4. Except as set forth in paragraph 5, below, if damage(s) occurs solely to the Common Elements, the Association shall pay the deductible unless the damage was caused by an Owner's negligence or actions. If the cost for such repair, replacement, or restoration to the Common Elements is less than the insurance deductible, the cost for repair, replacement, or restoration thereof, shall be governed by the Declaration.
5. If the negligence or actions of the Owner (or the Owner's residents, tenants, or guests) causes the damage, the Owner shall be responsible for the full amount of the deductible. If the cost for such repair, replacement, or restoration to a Unit or the Common Elements is less than the insurance deductible, the Owner shall be responsible for full payment of the costs thereof.
6. The Board shall determine the amount of deductible, or cost incurred if the amount is less than the deductible to be paid by each party. If an Owner is required to pay a deductible, or cost incurred if the amount is less than the deductible, related to the repair of any Unit or Common Elements other than the Owner's Unit, the Association shall charge the Owner for the cost of the deductible, or cost incurred if the amount is less than the deductible. Any such costs shall be assessed exclusively against the Owner's Unit, such assessment shall constitute a lien against the defaulting Owner's Unit and may be collected in the same manner as assessments.
7. If damage is caused to the Common Elements that is not covered by insurance, and if such damage was caused by the negligence or actions of the Owner, or an Owner's residents, tenants, guests or household pets, the Association shall charge the Owner for the cost to repair such damage, which cost shall be paid by the Owner, upon demand, to the Association. Any such cost shall be assessed exclusively against the Owner's Unit, such assessment shall constitute a lien against the defaulting Owner's Unit and may be collected in the same manner as assessments.
8. If damage is caused to one Unit by another Unit, the Owners of the Units involved shall be responsible for determining which is responsible for paying for the damage and paying for any deductible or cost thereof if less than the deductible. The Association does not intend to get involved in disputes between Owners regarding damage.
9. Each Owner needs to be aware of the amount of the Association's insurance deductible so that the Owner carries proper insurance coverage to meet any gaps in insurance coverage. Each Owner should check with his

insurance carrier to ensure that his policy will cover the cost of the Association's insurance deductible.

### **HOA MANAGEMENT COMPANY**

The Board of Directors is charged with "managing" the property. The HOA Management Company has been hired by the board and carries out the directives of the Board. The HOA management company oversees the maintenance of the Common Areas, provides accounting services, vendor management and violation management as well as any other task set forth by the board.

### **ANNUAL ASSESSMENT**

An annual assessment, payable in monthly installments, is charged to each Homeowner to provide funds for those items shown on the budget, which include maintenance of all Common Areas. This includes pool maintenance, landscaping, pest control service for Common Areas, termite warranties, property and liability insurance, and the maintenance of the exterior of the buildings and roofs. Payments are due on the first of each month and a late fee of \$20.00 will automatically be added to any delinquent payment received after the fifteenth (15th) day of the month. Late fees are set by the Board of Directors and are subject to change. The Monthly Assessment may be changed by the Board of Directors on an annual basis based on the rules of the Governing documents.

### **COLLECTION POLICY**

The Association is provided broad latitude in the CC&Rs for enforcing Owners' assessment obligation. The Association may pursue all available legal remedies as means of collection of assessments, including, but not limited to, filing and recording liens against delinquent Units, pursuing litigation and foreclosing. Additionally, since the annual assessments are used to pay for all Residential water consumption, the Association may be forced to remove domestic water consumption privileges for delinquent units. The payment plan must enable the Homeowner to bring their account current in a time agreeable by the Board of Directors to prevent water shut off. If any of the agreed upon payments are not received, then another warning letter will be sent with instructions to pay the entire remaining balance within thirty (30) days to prevent water shut off. Homeowners may request a waiver of this policy by submitting a claim of hardship or verifiable medical need. Requests must be submitted in writing to the Management Company. The Board of Directors on a case-by-case basis will review requests. The Board of Directors reserves the right to change their decision at any time. Once water has been shut off, it will remain shut off until the Homeowner establishes a payment plan with the Management Company or until the delinquency is paid in full.

### **WORKING CAPITAL FEE**

To ensure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment or services, each purchaser of a Lot from any Owner shall pay to the Association immediately upon becoming the Owner of a unit, a working capital fee in an amount as established from time to time by the Board. Working capital fees paid to the Association pursuant to this Section shall be collected at the close of escrow if a title company is used to facilitate the conveyance and may be used by the Association for payment of operating expenses or any other purpose permitted under the Declaration, the Articles or Bylaws. Payments made pursuant to this rule shall be nonrefundable, shall not be considered as an advance payment of any Assessments levied by the Association pursuant to the Declaration, and shall not be considered as a transfer fee levied pursuant to A.R.S. 33-1256. If for any reason the working capital fee is not paid immediately by any Owner upon becoming such, the working capital fee shall be included in the lien and personal obligation of that Owner as prescribed by the Declaration and may be collected in the same manner as a regular assessment.

### **COMMON AREA LANDSCAPE MAINTENANCE:**

Landscape maintenance at Discovery at Sunrise includes mowing, fertilization, trimming, raking, and irrigation service to the Common Areas. Homeowners and Tenants may not plant in the Common Areas. Under no circumstances are vehicles or motorcycles permitted on the lawn areas. Further, Homeowners or Tenants may not modify any irrigation system or adjust irrigation time clocks. If you see an irrigation problem, please contact the

Management Company. Homeowners are not permitted to make any adjustments or alterations to the Common Areas irrigation system, including “tapping” into the irrigation lines for personal use.

#### **OWNER RESPONSIBILITIES:**

The Responsibilities for each Owner and for the Association are set forth more fully in the CC&Rs. While the following list is not exhaustive, some of the areas of responsibility for each Owner include the following:

- Each Owner is responsible for maintenance and repair of his or her Unit, patio, fenced yard, patio gate, storage locker and any other Limited Common Elements.
- Each Owner is responsible for maintenance and repair of his or her heating and air conditioning unit, fireplace and all appliances.
- Each Owner is responsible for maintenance and repair of the windows, doors, hardware and sunscreens within or adjoining his or her Unit. For fire safety purposes, all Homeowners should have their chimney inspected annually, with maintenance and sweeping done as needed.
- Each Owner is responsible to pay for his or her domestic water, or the water used by his or her family, guests, invitees, lessees, or tenants. The cost for the domestic water is billed and collected by the Association as part of the assessments each Owner is responsible to pay to the Association. Accordingly, failure by an Owner to pay assessments may result in the Association restricting or shutting off water to that Owner’s Unit.

#### **TENANT / LANDLORD RESPONSIBILITIES:**

The Owner of each Unit is responsible for the actions of the occupants of their Unit, including their guests, relatives, pets and tenants. Landlords must inform their tenants of the Discovery at Sunrise Requirements and the Association’s participation in the City of Mesa’s TRI-STAR Crime Prevention Program. Owners and agents must also provide their tenants with a complete set of Rules & Regulations.

Landlords must include in their rental agreement a provision for the removal in the event any of the Unit’s occupants commit a criminal act. A criminal act is a gross violation of the law such as theft, burglary, vandalism, robbery, sex offenses, drugs, etc.

Landlords must immediately inform the Association’s management company should they have a flood, fire or catastrophic loss after business hours.

Tenants and residents are encouraged to report any loud disturbances or any suspicious activity on the premises to the Mesa Police on their non-emergency number (480) 644-2211 or 911 for crimes in progress.

#### **MOVING INTO OR OUT OF THE ASSOCIATION (Time Restrictions)**

New residents, transferring tenants and homeowners are strictly prohibited from moving into or out of any Unit in the community before 7:00 AM and after 10:00 PM.

**A fine of \$150 will be assessed for each violation.**

#### **ROOFS:**

The Association maintains the roofs in the community but is not responsible for any personal property as a result of a roof leak. Homeowners, tenants, guests and invitees are solely responsible for carrying insurance for any loss of personal property.

**MISCELLANEOUS ITEMS:**

- Attendees of open Board of Directors meetings must notify the Board of Directors 24 hours prior to the meeting if they are recording (audio and/or video) the meeting.
- Individual yard sales are NOT permitted.
- **No owner/Resident shall disturb, supervise, direct, or dictate work to any contractor and/or vendor of the Association. Complaints or concerns with Association vendors must be put in writing (emails are acceptable) and sent to the Association's Management Company.**
- Placement or storage of food intended for animals, including, but not limited to, cats, birds and dogs, in the common areas, or limited common areas (patios), is not permitted.
- No Unit shall be used for a business location that is detectible from neighboring Units by sight, sound or smell. Use of the Unit as a home office is permitted.
- **Owners are responsible for vandalism and destruction of property caused by their Tenants, Guests, and Occupants.**

**ASSOCIATION USE RESTRICTIONS - GUIDELINES****ARCHITECTURAL GUIDELINES - CHANGES – PROCEDURES**

The purpose of these guidelines is to assist you in formulating your plans for interior and exterior additions, alterations, and improvements. When considering an external addition to your home, you should first consult the CC&Rs, then these Architectural Guidelines to determine whether your proposed project is permitted and what conditions may apply. The Board of Directors may, in its sole and absolute discretion, determine whether an item is of a structural or non-structural nature. ALL ARCHITECTURAL CHANGES must be approved by the Board of Directors, and in some cases, the City of Mesa. Following these guidelines does not eliminate the need for submission of plans to the Board of Directors.

**Application Procedure**

The change-request should contain an application form, site plan, and a description of materials to be used as indicated below. The application should be submitted to the Management Company, who will ensure the application is complete and then will send it to the Board of Directors for review. The application will be decided on during an open Board meeting and the Management Company will communicate the resulting decision to the submitter. Each application will be reviewed on a case-by-case basis. ALL proposed projects must be submitted for review even if identical to another improvement that had previously been approved. Revisions of modifications of construction plans after initial review and approval must be resubmitted for review.

The application should consist of the following:

- A completed Application form, which is available from the Management Company, and on the Association Web Page. A licensed contractor shall be listed on the application form for any construction work.
- Site Plan – This plan should indicate dimensions in relation to the existing dwelling, measurements, and materials.
- Specifications – a detailed description of the size, type, and color of materials to be used should be indicated on the plan.

## **Exterior Changes**

Exterior changes are not permitted without Board of Directors approval. Proposals for exterior changes may be submitted to the Board of Directors through the above Architectural Change Request process. This includes, but is not limited to back patio covers, front porch lights, front door replacement, window replacement, etc. Homeowners must receive written approval prior to making any exterior changes to the unit. The purpose of this restriction is to maintain the architectural integrity of the community. Homeowners in violation of this regulation will be notified by the Management Company in writing requesting the Homeowner remedy said violation immediately at their expense. If the violation is not remedied within fourteen (14) days, the Management Company will remedy the violation and the Homeowner will be billed for any remedial costs and be subject to fines established in the section entitled "VIOLATIONS and FINES". (See section 6.0 for more information on the community's "Architectural Guidelines".)

## **Interior Improvements - Non-Structural:**

Any Homeowner may make non-structural additions, alterations, and improvements to the INSIDE of their unit WITHOUT the prior written approval of the Board of Directors. Non-structural items may include, but are not limited to adding or changing wall coverings or floor coverings, kitchen counter or cabinetry remodeling, adding ceiling fans, etc. In undertaking any non-structural work, the Unit Homeowner must abide by the following rules:

- No construction noise audible in adjoining units between the hours of 7:00 p.m. and 8:00 a.m., Monday through Friday.
- Subcontractors are only permitted to park in a resident's assigned space, unassigned spaces or uncovered guest parking spaces. Parking along the curbs, or in roadways is strictly prohibited.

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

## **Other Structural Improvements**

Any Homeowner who wishes to make other structural improvements must follow the Architectural Change application procedure above. Other structural improvements may also require a permit from the City of Mesa. Structural improvements include any work that affects, in any way, any Common, or Limited Common Areas. The following is a partial list of some improvements that would be considered structural in nature (this list is provided for illustrative purposes only and is not intended to be exhaustive):

- Adding, removing or altering any interior walls.
- Adding, removing or altering any exterior windows or doors.
- Adding, removing or altering any plumbing infrastructure.
- Adding, removing or altering any electrical outlet.
- Adding pigeon deterring spikes or mesh.
- Any changes to the fireplace or chimney, such as adding an electric fireplace.

## **Patio Covers:**

Patio covers are permitted with an approved architectural change request from the Board of Directors. All patio covers must be constructed of wood with a flat roof and light-colored roll-down roofing material. All wood must be painted to match the color of the building and must not have rotted wood, chipping, faded or peeling paint. Homeowners are prohibited from installing blinds, hanging plants or anything else from their patio covers. One (1) flush mounted ceiling fan may be installed. It is the sole responsibility of the homeowner to maintain their patio covers. A fine of no-less than \$300 shall be assessed if a homeowner fails to maintain their patio cover and ceiling fan. All patio covers must be installed by a licensed and insured contractor. NO DIY patio covers shall ever be approved or installed.

## ANTENNAS AND SATELLITE DISHES

COX CABLE IS AVAILABLE THROUGH OUT THE COMMUNITY AND IS THE PREFERRED METHOD OF RECEIVING CABLE SERVICES. The Association recognizes, however, that some residents may choose to use satellite services as opposed to cable.

- Exterior Antennas are not allowed on the buildings or any common areas.
- Satellite dishes shall not exceed 1-meter (39 inches) in diameter.
- Residents may install a single satellite dish on either the patio (with a tripod) or on the flat roof on top of the unit storage shed. Installation at any other location is strictly prohibited. Please Note: satellite provider's inability to gain a clear signal and network access is in no way a justification for installation of the system at a location other than those approved by the board. Not all units are able to gain satellite signal access. In these cases, we recommend traditional cable.
- Satellite cabling may be tied-into existing unit's cable access or, if existing cable access is not adequate to accommodate the technology, installation of a **single** access point into the home shall be permitted.
  - Entrance point MUST be accessed from the ground or the soffit
  - Cable may not be installed horizontally across exterior walls.
  - A single access hole may be no more than 18" below soffit or 18" above foundation slab.
  - New cable may NOT enter the building through existing attic or soffit vents.
  - Holes created to accommodate new cable must be properly sealed to prevent insect access.
- All cables must be painted to match exterior color of the building and must follow a corner of the building, a soffit or be buried; aka: cabling must not be visible and may NEVER be visible to casual observer.
- All questions regarding installation of Satellite dishes, Antennas, Television or other cabling, shall be directed to the Association's Management Company or the Board of Directors at regularly scheduled Board of Director's meetings.
- Satellite dishes and all exterior cable wires not in service or otherwise no longer in use MUST be removed within thirty (30) days of no longer being needed; fines will be imposed for satellite dishes and exterior cable wires remaining after termination of service.
- HOA reserves the right to remove non-compliant cables/dishes and repair associated damage from the dish and cables at the owner's expense.
- **NOTE: Any damage incurred to the property as a result of the installation or removal of satellite dishes is the sole responsibility of the owner. The HOA reserves the right to repair any such damage at the owner's expense.**

## HOLIDAY / SEASONAL DECORATIONS

Exterior seasonal decorations are permitted but can only be installed a maximum of thirty (30) days before a holiday and must be removed within ten (10) days after a holiday. Decorations must be installed in a reasonable manner without damage to the building exterior; nails and hooks into exterior structures are strictly prohibited.

## VEHICLE RESTRICTIONS AND PARKING:

No vehicle shall be kept on the property that is inoperable; abandoned, impedes the progress of other vehicles, blocks the dumpster, is on jacks or is leaking oil or other fluids, is parked in fire lanes, or is in unacceptable condition, (i.e., broken windows, body damage).

Motor vehicles must display current registration (no expired tags) and must be in operating condition. Tires must be properly inflated, and vehicle(s) must be free of dust and cobwebs. Washing of vehicles in parking areas is prohibited. Car covers are permissible but must be neat, clean and without rips or holes.



Un-numbered-covered parking spaces are for guests or residents with more than one vehicle. Please note that there are not enough spaces to assign more than one space per unit; Un-numbered-covered spaces are available to residents and guests on a first come first-serve basis. Additionally, Non-covered parking spaces are also available to guests and residents on a first come first-serve basis. Parking in the street, in fire-zones or in non-parking areas is strictly prohibited; said vehicles may be towed without notice at owner' expense.

Vehicles may not be "stored" on Discovery at Sunrise property. "Storage" is defined as parked for a period of more than 30 days. Any vehicle that is deemed to be "stored" on the property will be subject to towing and impoundment at the homeowner's expense. NOTE: winter visitors are asked to notify the management office of vehicle make, model, and license plate as well as the assigned parking space prior to leaving the area to avoid towing; failure to do so may result in towing at the owners' expense.

Only minor mechanical repairs and temporary emergency repairs, that do not involve fluids, will be allowed in parking areas. Such repairs must be completed within twelve (12) hours. The surface of the parking areas is to be kept clean of grease and oil. Homeowners will be assessed for any cleaning or repair to the parking areas caused by minor repairs or maintenance. Changing of oil or other vehicle fluids is not permitted. The overhauling or major work on an engine is not permitted.

Washing of vehicles within the Association is strictly prohibited.

All vehicles must be registered with the Association.

All owners, their Tenants and any associated guest must obey the posted 10 MPH speed limit.

All vehicles parked on the property must be in acceptable condition. No vehicle shall have missing body parts, missing grills, broken glass, excessive body damage or create an eyesore to the community. The Board of Directors reserves the right to deem any vehicle in unacceptable condition. Any vehicle deemed in unacceptable condition will be tagged and then towed from the property 72 hours thereafter.

#### **BACK PATIO/YARD:**

Back patios / yards are not intended for storage in any way, they are to be used as intended use as a Patio/ Yard. Storage of hazard materials, used car batteries, paint, chemicals or automotive parts is strictly prohibited. Wall decorations on the interior patio wall facing inward may be displayed; no item may be hung on the exterior walls of any of the units. Any damage that might occur because of the wall decorations is the responsibility of the owner. Exterior clotheslines are not permitted. No item of ANY type, except as noted below in this section, may be visible from the outside at any time including, but not limited to, pots, décor, towels, laundry, rugs, door mats, hoses, storage, etc. Residents will not be permitted to accumulate any garbage or obnoxious material in their back yards. All back yards must be kept in a clean and sanitary condition, free of noxious odors, pet excrement or other nuisances.

Non-permanent patio umbrellas, canopies, cabanas, gazebos, tents, or other temporary shade structures are permitted in the back-yard area but must be earth tone in color and blend with the look of the community. Wind chimes may be placed on the owners' patio provided they cause no problem for the immediate neighbors. If the issue cannot be resolved between the owners, the Board will require the Homeowner to take down the wind chimes. Radios and TV's may be placed on the patio area, provided they do not disturb their neighbors. If the problem is brought before the Board the offending party will be required to remove their radio or TV. Carpets or artificial turf may be placed on patios. Hanging items are allowed in back patios, only if they are not visible above the wall and NOT attached to unit stucco walls or block patio walls. Any damage caused by the above is the sole responsibility of the Homeowner. Restoration will be at the owners' expense.

Note: Play structures may be permitted with the advanced written approval of the board.

**LANDSCAPING - BACK PATIO/YARD:**

Plants are encouraged and artificial plants are allowed on private patios. Plants may not be hung from the ceiling or roof. Trellises are permitted; however, they are not to be attached to unit stucco walls or patio block walls. Homeowners are responsible for maintaining the landscaping and irrigation systems (drip lines, bubblers, sprinklers, etc.) in the back yard. Changes to the back-patio landscaping that impacts any Limited Common Areas such as: main line pipes, block wall, gate, roof, outer building walls, etc. must be requested using an Architectural Request form submitted to the Board of Directors and written permission received, prior to beginning any work. Normal maintenance of landscaping or replacement of dead or dying landscaping in the back patio does not require pre-approval of the Board of Directors. When watering the backyard area, Owner/Residents must KEEP WATER AWAY FROM THE BUILDINGS, WALLS AND OTHER IMPROVEMENTS. Owners shall not engage or interfere with the established drainage grading of the property.

New trees may not be planted directly into dirt areas of back patios (where applicable). Trees must be planted in removable pots and maintained in said pot. Existing citrus and yellow oleander trees (*Cascabela thevetia*) fewer than 4 inches in diameter may remain on back patios; NO NEW trees may be planted directly into the patio soil. New and existing trees must always be maintained and trimmed and may not hang out into common areas, neighbor's patio or come into contact with primary structure. Trees not complying with these guidelines are subject to trim and/or removal by property management at Homeowner's expense.

All back-yard landscaping and trimming must be in compliance with the City of Mesa TRI-STAR PROGRAM and C.P.T.E.D. requirements, to not be overgrown and not contribute to criminal activity.

**BACK PATIO GATES:**

Homeowners are responsible for maintaining their back-yard gates. The wooden slats must be protected by sealing with Thompson Water Seal ® (or equivalent) and/or varnishing them periodically. If the wooden slats are worn, damaged, broken or otherwise beyond the point of repair, the homeowner, with natural cedar, must replace them, colored wood or synthetic slats (recommended). Please note that slats must be replaced in such a way that all slats in a Homeowner's gate are consistent in coloring. Back yard gates may only be replaced with a similar gate with black iron and natural cedar colored wood or wood equivalent. Aged, blackened or Grey, wood is not allowed.

**EXTERIOR UNIT DOORS:****Rear Exterior Doors and Storage Shed Doors**

Any Homeowner who wishes to install a new rear-exterior door must follow the Architectural Change application procedure. The rear door may be a slider, French doors or a standard exterior door depending on your unit. The design of both the doors and the knobs must match the current construction motif. Newly installed doors must be painted the exterior building color, or trim color of the unit. Exterior paint colors can be requested from the Management Company.

- **The rear entry door & storage room doors and trim** must be the same color as the building. For those units with *French Doors* residents may choose to paint them in compliance with above OR, if left in original wood, may be stained to be a natural wood color. In either case...trim must be the same color as the building.
- **Security doors** must be painted semi-gloss black (purchasable from Home Depot or Lowes pre-painted with a baked-on finish) must be free of design and be similar in design to original equipment
- Silver aluminum or white screen doors or pet doors are expressly prohibited in front or rear. Rear metal framed pet doors in black or dark bronze frame to match original window frames are allowed in rear only.

- Slider screen doors must be black or bronze frame and have 80% black screens over at least 50% of the door. Trim, if any, must be the same color as the building.
- Rear exterior doors and rear security doors must be properly maintained, kept clean, in proper repair, and always kept closed; the association recommends spring hinges for all security doors.

### **Front Exterior Doors and Front Security Doors**

Any Homeowner who wishes to install a new front exterior door or front security door must follow the Architectural Change application procedure. All changes to be compliant must occur within four (4) weeks of installation.

- The front door must be the same color as the building's trim (Dark Brown). The design of both the doors and the knobs must match the current construction motif. *A list of exterior paint colors can be requested from the Management Company.*
- Security doors must be painted semi-gloss black (purchasable from Home Depot or Lowes pre-painted with a baked-on finish) must be free of design and be similar in design to original equipment ("SuCasa Black 36x80" at Home Depot).
- Silver aluminum or white screen doors or pet doors are expressly prohibited in front.
- If an unapproved front exterior door or front security door is installed, this is an Architectural Violation, and the Homeowner will be subject to the \$500 Architectural violation fine.
- Front exterior doors and front security doors must be properly maintained, kept clean, in proper repair, and always kept closed; the association recommends spring hinges for all security doors.

### **WINDOW COVERINGS & WINDOW SCREENS & WINDOW FAN – A/C UNITS:**

No retractable awnings, aluminum foil, reflective material, sheets, newspaper, window film, tinting, blankets, sports logos, tablecloths, or other materials shall be used for window or door coverings that are visible from the exterior of the unit. Traditional interior window coverings, such as but not limited to, curtains, drapes, shutters, vertical/horizontal blinds, etc. are permitted.

The black mesh window sunscreens must be 80% Black sunscreen material and must remain on the windows at all times; sunscreens must be fixed or replaced if damaged and may not be less than 70% black due age, wear and/or sun-fade. Spray painting of window and door sunscreens is NOT permitted.

In-window Air Conditioning units and/or window-mounted fans are NOT allowed.

### **EXTERIOR UNIT LIGHTING:**

Exterior light fixtures, (front & back) are to be maintained in a good working condition with no portions of the fixture missing. If you need to replace your exterior light fixture, color of all new light fixtures shall be a black / dark bronze finish; coach / lantern style light fixture. No bare bulb, or flood light type fixtures are allowed. New fixtures shall be of a design so that light is not directed into and affects neighboring properties. Flood light or security motion light type fixtures are not allowed.

Light bulbs will be white or soft white or daylight; colored bulbs in exterior fixtures are strictly prohibited including during the holiday seasons. Colored lighting is allowed in supplemental holiday lights only.

It is recommended that owners leave front and back exterior lights on all night, during the evening hours to help light up the exterior of the community to help deter crime.

### **FRONT ENTRY WAYS / PERSONAL ITEMS AT FRONT DOOR AREA:**

Residents may display no more than two (2) terracotta, non-themed, earth-tone clay or ceramic pots not exceeding 3 gallons in size. Pots must be maintained, contain live plants, and may only be displayed in the front entryway and not obstruct the entryway or constitute a hazard. If pots / plants are not maintained, they may be removed by the Management Company without notice. All other decorations are strictly prohibited including, but

not limited to, silk / faux plants, name plates, vases, sculpture, rocks, benches, flamingoes, garden gnomes, art, etc. Garden hoses must be stored out of view (preferably on the back patio).

#### **SECURITY CAMERAS & DOORBELLS:**

Security cameras and Ring-type doorbells are permitted. Security cameras and doorbells must be black in color and cannot have exposed wiring. The Association recommends wireless security cameras with rechargeable batteries, such as Arlo cameras. No security camera or doorbell shall ever face another unit owner's private patio or backyard. Security cameras must be positioned to cover just your property. All doorbells and security cameras require an approved architectural change request from the Board of Directors. The Association limits the number of Ring-type doorbells and security cameras. Each unit may have 2 Ring-type doorbells and 2 security cameras.

#### **PORTABLE SPAS:**

A Homeowner may place a portable spa on their patio, but they must notify the Property Management Company prior to installation. Homeowner is responsible for any damage resulting from the spa and must carry adequate insurance to cover any losses. Any draining of the portable spa must be done within the unit. No draining to the Common Areas is allowed. Below ground spas or spas requiring any structural modification to the primary structure are not allowed.

#### **FENCES, GATES AND WALLS:**

No owner, tenant, occupant, visitor or guest shall ever climb upon or over any fence, gate or wall.

#### **BICYCLES:**

All bicycles must be stored inside of units or on your patio. All bicycle owners are encouraged to register their bicycles with the Mesa Police Departments Online Bicycle registration program <http://www.mesaaz.gov/police/BicycleRegistration.aspx>. Bicycles are never to be chained to fences, trees, gates or left anywhere in the common areas of the property. Bicycles left in common areas or chained or locked to trees, etc. will be removed and discarded without any notice. The Association is not responsible for any bicycle that is lost, stolen or damaged.

#### **FLAGS:**

Owners may display the following flags: The American flag or an official replica of a flag of the United States Army, Navy, Air Force, Marine Corps, Coast Guard, POW-MIA, Arizona State flag, the Gadsden flag, and the Arizona Indian Nations flag.

All flags must be displayed in a manner that does not impede the traffic of pedestrians. Any Unit Owner may display approved flags by affixing flag holders to the frame of the front door to the Unit, taking caution and care to ensure flags and holders are not creating a hazard to pedestrians.

Flags are not to be displayed in windows, affixed to common area building walls, draped or protruding over patios. All flags must be displayed by using an appropriate flag holder. No flag, holder shall block entry or egress to any Unit nor hinder emergency service workers. Violations of the flag rules will result in the following fines:

#### **BUSINESSES:**

Units are for residential use. Units shall not be used as a business office or for business activity. No automotive- or construction-related businesses can be conducted from or on the Common Areas, or Association property. For consideration of other businesses activities, residents may apply to the Board of Directors or the Management.

#### **Fines for all Business Violations:**

- First offense \$250

- **Second offense \$300**
- **Third and continuing offenses \$350 for each reoccurrence**

#### **COMMON AREAS – ITEMS LEFT IN COMMON AREAS:**

No items or equipment may be left outside in the Common Areas. Unattended sports equipment, baby carriages, playpens, bicycles, toys, benches, chairs, BBQ grills, etc. on any part of the Common Areas is not permitted. Storage in any manner is not permitted in the Common Areas. Anything left or stored in the common areas will be removed and discarded without notice.

There is to be no walking in the gravel or rock areas of the property. These areas contain irrigation systems that can be damaged by pedestrians. These areas are also unstable to walk on and may pose a fall or trip hazard. Please use the sidewalks and greenbelts.

#### **NO SALES IN THE COMMON AREAS:**

No owner, tenant, resident or their guest(s) shall ever conduct sales in the common areas of the community. No yard sales, sidewalk or parking lot sales etc.

#### **Fines for all Common Area Sales Violations:**

- **First offense \$250**
- **Second offense \$300**
- **Third and continuing offenses \$350 for each reoccurrence**

#### **LEASING / RENTING RULES & TENANT INFORMATION:**

Homeowners are responsible for all actions of their tenant(s), tenant's family members, tenant's pets, and tenant's guests or invitees. Homeowners MUST provide a copy of all the Governing Documents (CC & R's, Bylaws & Rules and Regulations) of the Association to their Tenants, and ensure their Tenants are always aware of and abide by all Rules and Regulations of the community.

Owners are responsible to abate criminal activity in their rental units pursuant to: A.R.S. §12-991

Owners must properly register their tenants with the Association or management company and pay a \$25 rental registration fee. A \$15 fine will be assessed for late or missing paperwork. Rental registration / Tenant information form is available from the Community Management or on the Community Web Site.

Owners who rent their units must provide their tenants emergency contact information, vehicle information, including license plate numbers to the Association or management company. Any questions regarding the renting/leasing or allowing others to reside in the owner's unit should be directed towards the Community Management Company.

Units must be rented/leased for a minimum period of six (6) months; "vacation rentals" for periods less than 180 days (6 months) is strictly prohibited.

The Homeowner is responsible for any fees, fines, attorney costs, etc. that may be imposed as a result of Tenant noncompliance with the Governing Documents. Homeowners are required to notify the Management Company of Tenant changes in order to keep an up-to-date roster of the Residents. Additional copies of the Governing Documents, or tenant registration forms, they are available through the Management Company and on the community's website.

- **Fines for Short Term Rental Violation shall result in a fine of:  
\$500.00 per occurrence and \$50 per day until resolved.**

**RENTAL UNIT FEE / VEHICLES NOT REGISTERED:**

A \$25.00 fee will be charged for each new tenancy on rental units. The owner, or their agent, will have fifteen (15) days, after tenant moves in to pay the \$25.00 Unit rental fee. The Association does not charge a rental fee for the renewal of a lease. Any vehicle that is not registered with the Association is subject to towing at the owner's expense.

**SELF SHOWING OF UNITS PROHIBITED:**

Owners and their agents are strictly prohibited from the self-showing of unit(s) that is for sale, for rent or for lease. In other words, an owner or their agent must be present when showing a unit that is for sale, for lease or for rent. Owners and their agents are strictly prohibited from giving gate codes or access keys to anyone who is not a resident or a homeowner.

- **A fine of \$250.00 shall be assessed for each individual violation.**

**DELIVERY & PICKUP / DONATIONS:**

Delivery personnel are not permitted to enter the community without Homeowner authorization. The Association reserves the right to control and limit entry to the community by trades, delivery, and salespeople. Donations of goods to charities for pick up must be left at front doors of the units only and not in Common Areas. Any donations left in Common Areas will be disposed of and the Homeowner responsible will be fined and charged for the cost of removal and disposal.

**CRIMINAL OFFENSES AND MANDATORY FINES:****Class I**

Activities on Discovery at Sunrise Property such as disturbing the peace, fighting, harassment, intimidation, property damage, public drunkenness, vandalism, after notice and opportunity to be heard on the matter:

**Fines for all Class I Criminal Offenses:**

- **First offense \$250**
- **Second offense \$300**
- **Third and continuing offenses \$350 for each reoccurrence**

**Class II**

Activities on Discovery at Sunrise Property such as assault, burglary, child abuse, domestic violence, DUI, failure to abide by the requirements of the Circle Tree Crime Free Program, minors in possession of alcohol, possession of illegal drugs, possession of stolen property, or theft, after notice and opportunity to be heard on the matter:

**Fines for all Class II Criminal Offenses:**

- **First offense \$400**
- **Second offense \$450**
- **Third and continuing offenses \$500 for each reoccurrence**

**Class III**

Activities on Discovery at Sunrise property such as aggravated assault, arson, brandishing a weapon, crime related to gang activity, discharge of a firearm, distributing or manufacturing illegal drugs, weapons, kidnapping, etc. after notice and opportunity to be heard on the matter:

**Fines for all Class III Criminal Offenses:**

- **First offense \$500**
- **Second offense \$550**
- **Third and continuing offenses \$600.00 for each reoccurrence**

**NOISE, NUISANCES, DISTURBANCES AND OTHER ILLEGAL ACTIVITY:**

Residents are required to observe "Quiet Hours" within the community between the hours of 10:00 p.m. and 7:00 a.m.

- Loud noises, such as, but not limited to, radios, stereos, sub-woofers, musical instruments, party activities, car horns, excessively loud motorcycles, shouting, pet noises, etc. is not permitted.
- Radios, stereos or other, amplifiers & loudspeakers may not be placed or directed outside of the unit without the prior written approval of the Board of Directors.
- Excessively loud noises that disturb other Residents are always prohibited.
- Residents shall not operate fixtures, equipment, or furnishings in a manner that will cause vibrations or noise to the adjacent Units.

When these types of actions occur, residents should contact the Mesa Police Department's non-emergency phone (480) 644-2211 immediately to register a complaint. Notify the Management Company as promptly as possible after the incident.

**Fines for all Nuisances, Disturbances & Other Illegal Activity:**

- **First offense \$250**
- **Second offense \$300**
- **Third and continuing offenses \$350 for each reoccurrence**

**FIRE SAFETY / CLEANING OF DRYER DUCTING:**

Residents are responsible for the following in case of a fire in the unit:

- Immediately call 911 from an area that is free from the danger of the fire.
- Describe the unit number as well as the street address and what you have observed.

Fire department regulations stipulate that explosive and flammable materials may not be stored inside Residential units. These materials include paint, paint thinner, and gasoline. For your own protection, and the safety of your fellow residents, it is requested that violations observed be reported to the Management Company immediately.

Residents choosing to use their personal fireplace are expected to perform annual inspections of both the chimney and firebox.

Dryer exhaust ducting (from dryer point of access to the exterior of the unit) is to be cleaned no less than every 2 years. If your dryer takes more than one cycle to dry clothes it is recommended that you have your dryer vent inspected as soon as possible.

**FIREWORKS:**

All fireworks are strictly prohibited on the Association's property. No bottle rockets, sparklers, smoke bombs or anything else that is deemed as a firework or that ignites shall be used on the Association's property. A fine of no less than \$500 shall be assessed for noncompliance.

**Fines for any violation of the fireworks rule.**

- **First offense \$500**
- **Second offense \$550**
- **Third and continuing offenses \$600 for each reoccurrence**

**MOLD:**

1. Each Owner of the Unit is responsible for all remediation of mold that occurs within a Unit. The Owner is also responsible for remediating any mold to the Common Elements or any Units if the damage is caused to either the Common Element or Units by the act of neglect of an Owner or his invitee, or guest or other authorized occupant or visitor of such Owner, or due to the Owner's failure to comply with any of the above provisions. If the Owner is responsible for remediating any mold as set forth in this paragraph, the Owner must provide the Association with certification that the mold has been properly remediated. Furthermore, the Owner is responsible for remediating any mold on any items contained within the Unit, including, but not limited to, costs of cleaning contaminated furniture, clothing or floor coverings.  
Additionally, the Owner is responsible for any other costs that may be associated with mold within the Unit, including but not limited to, the cost of alternate lodging or storage until the mold is remediated.
2. In the event that an Owner refuses to remediate the mold in the Common Elements or any Units which was caused by the act of neglect of an Owner or his invitee, or guest or other authorized occupant or visitor of such Owner, the Board, an authorized contractor of the Association shall be entitled to reasonable access to each of the Units as may be required in connection with the mold remediation and shall have the authority to remediate such mold and to do whatever may be necessary for such purchase and all expenses in connection therewith shall be charged to and assessed against the defaulting Owner's Unit and may be collected in the same manner as assessments.
3. If the Board, the manager or managing agent, receives information of possible mold infestation, the Board has the right, but not the obligation, to test questioned Common Elements or Unit(s). If mold is discovered and is the result of the act of negligence of an Owner or his/her invitee, or guest or other authorized occupant or visitor of such Owner, all expenses to the Association, including but not limited to, the cost of the testing shall be charged and assessed against such Owner and such assessment shall constitute a lien against the Owner's Unit and may be collected in the same manner as assessments. Also, if mold is discovered as a result of this testing, its remediation is subject to paragraph 1 or 2 above.

**NO SOLICITING:**

Owners, residents, occupants and their guests are strictly prohibited from soliciting within the Association, including but not limited to:

- NO flyers, handbills, pamphlets, printed materials etc.
- No soliciting from any group including not for profit organizations etc.
- NO door to door soliciting for ideals, sales, petitions, or for any other reason.
- Pamphlets or any type of printed material is prohibited and shall not be placed on any unit door or in or on any common element.
- No outdoor rallies or soliciting in the common areas of the Association.

**Fines for all No Soliciting:**

- **\$250 - for each individual violation**

**PEST CONTROL:**

The Association has a regular pest control service for controlling insects in the common areas. If a resident finds insects within their Unit, the Owner will need to contact a licensed pest control company. Owners are solely responsible for pest control services inside their Units, including, but not limited to, ants, bedbugs, roaches, flies, mosquitoes, termites and bees.

If an Owner is negligent in controlling insects and pests inside their Unit, the property manager may enlist the services of the Association's contractor after the homeowner is in violation of pest control requirements for thirty (30) days or longer.

The Association will consider this an emergency situation and may execute rights to forced entry to the property. All expenses incurred will be the sole responsibility of the Unit Owner (including costs for pest control, locksmiths,



etc.) and the Board may also issue fines for violating pest control rules.

**Fines for any violation of pest control rule.**

- **First offense \$250**
- **Second offense \$300**
- **Third and continuing offenses \$350 for each reoccurrence**

**PETS:**

Only generally recognized household pets are allowed such as dogs, cats, hamsters, birds, etc. **No more than two (2) pets are allowed per unit. Each pet shall not exceed sixty (60) pounds**, unless prior written approval has been received from the Board of Directors.

No animals may be kept, bred, or maintained on the property for commercial purposes. Pets must be kept on a leash, carried, or crated, and under the control of the Homeowner when in the Common Areas, outside of the Unit, or outside the enclosed back yard patio at all times.

Pet owners are responsible for cleaning up after their pets both in their backyard patio areas, within their unit, and anywhere in the Common Areas within the community. All pet waste in both the back yard patios and Common Areas must be picked up immediately and disposed of properly. **Failure to pick up pet waste is a violation of the Mesa City Ordinance and Homeowners may be subject to City penalties and an Association fine of \$250.**

Pets are NOT allowed inside the pool enclosures at ANY time in accordance with the Maricopa County Health Department. The only pet allowed in the pool areas is a registered assistance animal.

Registered assistance animals must also be registered with the Association's Management Company. Excessive noise created by pets is not permitted. The Association has the right to evict from the property any animal that is deemed to be a nuisance or an interference with the peaceful/safe enjoyment of the community. The cost to repair any damage to the Common Areas caused by a Resident, Tenant, or Guest's pet will be assessed to the owner of the unit. Pet owners are responsible for any personal injury or personal property damage caused by their pets.

No pet may be tied to a tree, stake, fence, water line, faucet or any structure within the Common Areas or Limited Common Areas of the Association at any time for any reason. Homeowners must abide by the provisions of the Declaration and all City, State and County Animal Laws.

Cats intended to be "indoor/outdoor" pets must be collared with an ID tag including a contact number to contact if found.

Placement or storage of food intended for animals, including, but not limited to, cats, birds and dogs, in the common areas, or limited common areas (patios), is not permitted. Water for pets is allowed but should be changed daily to not attract mosquitos. **Fine of \$500 will be imposed for this violation.**

**POOL RULES:**

- Pool entry gates MUST always be kept closed and locked to prevent unaccompanied children and non-Residents from gaining access to the pool area. This is not only a rule of the Association, but it is also a Maricopa County Health Code violation to leave pool gates open or unlocked. **DO NOT PROP OPEN THE POOL GATES.**

- Pools are closed from midnight to 5:30am 7 days a week.
- Guests must always be accompanied by a Discovery at Sunrise Resident. Pool key must always accompany Residents. Providing your key to individuals other than your immediate guest(s) is strictly prohibited and will result in the loss of pool access privileges.
- Dominating the pool area is not permitted. All Residents and guests should be able to enjoy the pool area at the same time.
- Use of the pools is at the user's own risk. Lifeguards are not provided. Solo swimming is discouraged for safety reasons.
- NO screaming, loud noises, or roughhousing in the pool area. In consideration of neighbors, keep noise to a minimum.
- Smoking and Alcohol is prohibited in the fenced area of the pools.
- NO running, NO jumping, and NO diving from deck or handrails. No use of over-sized rafts. When not in use, remove rafts from water.
- NO animals are allowed inside the fenced pool area for any reason, unless the pet is a registered assist animal. All assist animals MUST be registered with the Association thru the Association's Management Company.
- Music is permitted at reasonable volume and may NOT disturb other residents. All portable radios, CD players, etc. must be battery operated and cannot be plugged into any Common Area electrical outlets. Also, these devices must be kept at least 5-feet from the pool.
- NO skateboards, scooters, roller-blades or bicycles are allowed inside the pool area.
- NO hard-plastic balls or Frisbees are allowed in the pool; only soft, "nerf-style" or "blow-up" toys are allowed
- Suntan oil should be washed off at the shower area before entering the pool.
- Enter the water with swim attire only. No street-clothes permitted for swimming.
- GLASS of any kind is NOT permitted in the pool area.
- Food and beverages are allowed in the pool areas but must be kept at least 5-feet from the water. No alcoholic beverages, illegal drugs, or chewing gum is permitted inside the fenced pool area.
- Towels may not be hung on the pool fences/gates.
- Untrained swimmers must be monitored and accompanied by a responsible person who is currently able to swim and MUST always remain inside the fenced pool area while the untrained swimmer is present.
- Any person with a cold or flu, an infection, a communicable disease, open sores or wounds, etc. is strictly prohibited from using the pools.
- All persons who are incontinent that wear diapers MUST always wear a swim diaper and/or tight-fitting rubber pants when using the pool. All pool users may utilize the restrooms provided in the pool area using your personal pool key.
- Clean up after yourself and remove your trash from the pool area. Do not throw trash into the pools.
- Pool furniture must remain inside the fenced pool area; Pool furniture may not be used for any other purpose other than its intended use. Abusing pool furniture is grounds for the loss of your pool key and access privileges.
- Quiet Hours must be observed in the pool areas from 10:00pm until 7:00am daily.
- Lifesaving equipment including, but not limited to, ring buoys and Shepherd Crooks, may not be used as toys; lifesaving equipment is reserved strictly for life saving efforts.

**Any violations of the pool rules will result in a \$150 fine for each violation and/or pool privileges may be revoked for up to 90 days.**

#### **POOL KEYS:**

A pool key is issued to the owner of each unit; pool keys remain the property of the HOA. Each owner may retrieve their designated key from the HOA management office at their leisure. Renters may retrieve the key with 1) written permission of the registered owner and 2) a signed lease agreement. Pool keys have a "tag" attached

noting the assigned unit; key tag may NOT be removed. Replacement keys are available at a cost of \$100.00. Owners are responsible for providing keys to their respective tenants or, in the case of sale, the new owners. New owners not provided a key at time of sale may get a new key for a one-time cost of \$35.00

#### **SHOPPING CARTS PROHIBITED:**

Owners, tenants, guests and invitees are prohibited from bringing shopping carts onto the Association property. **A \$150 fine shall be assessed for each violation**

#### **SIGNS:**

One (1) "For Sale" or one (1) "For Rent" sign is permitted for each unit that meets the following conditions:

- Is no larger than 18 inches x 24 inches
- Is commercially produced and conforms to industry standards
- Must be placed on, or inside a window or, if outdoors, must be attached to the outside of the exterior door. \*
- Has no more than one sign rider no larger than 6 inches x 24 inches

\* In those cases where the front door is not visible from the street, and/or where the unit does not have a window facing the street, the homeowner may petition the board for an exception to the above placement-rule. Requests may be made through the property management office and shall be for placement only using an industry standard realtor sign-tree. Requests for deviations from sign size, etc. will not be approved.

One (1) "Political" sign is permitted for each unit that meets the following conditions:

- Must be placed within the homeowner's area and not in common area
- May only be displayed 71 days prior to election and must be removed 15 days after close of election
- Signs must be freestanding and not "dug into ground"

Damage to the Association's landscape and/or irrigation system caused by the placement of any sign will be charged to the Homeowner. No signs are permitted on the mailboxes. Signs may be posted on the backside of the Community Board. All other signs must comply with Arizona State Statute. The Management Company or Board of Directors will remove any inappropriate signs.

#### **TRASH AND DUMPSTERS:**

You are required to bag your trash, break down your boxes, and place large items inside the dumpsters. Please throw trash towards the back of the dumpster so that it does not become full as quickly. If a dumpster is full, please place your trash in another dumpster. In accordance with Mesa City ordinances, do not discard batteries, tires, oil, transmission fluid, or any other hazardous/flammable waste in the dumpster or dumpster area. The proper disposal of this type of debris is the Homeowner's responsibility. The Association does not provide for the disposal of these items. Dumpster lids should be closed after each use. When lids and doors are left open, odors and flies increase and are a nuisance and health hazard to all Residents.

- **A minimum \$500 fine will be assessed to anyone leaving items, such as furniture, outside of the dumpster.**
- **A minimum \$250 fine will be assessed to any resident "dumpster-diving" or otherwise using the property dumpsters for salvage of items for profit. Non-Residents found participating in "dumpster-diving" will be reported as trespassers and Mesa PD will be called immediately.**

#### **REPORTING MAINTENANCE ISSUES OR OTHER PROBLEMS:**

Each Homeowner and/or Tenant shall promptly report, in writing (email is acceptable) to the Management Company, any Common Areas that appear to require attention or repair. Letters should include the Community Name, Homeowner's name, unit number, address (if not onsite), and phone number. Each Homeowner shall

promptly report to the Management Company any water intrusion, including plumbing leaks into any unit. Delay or failure to report such items may result in further damage requiring costly repairs or replacement.

#### **REPORTING VIOLATIONS:**

Each Homeowner and/or Tenant shall promptly report, in writing (email is acceptable) to the Management Company, Violations of these Rules and Regulations and/or violations of the CC&R's or other governing documents. Complaints regarding other Homeowners or residents will only be acted upon with specific documentation / photos of the incident. Each Homeowner shall promptly report to the Management Company the violation that was observed, along with the date and time the violation was observed.

#### **VIOLATIONS & FINES:**

Compliance with enclosed rules and regulations is an important part of living in our community. Each owner is encouraged to become familiar with the Rules & Regulations of the community and other Governing documents. Failure to adhere to these rules will result in fines as allowed per the community documents and State Statutes. Each owner needs to make sure that their family members, guests & invitees are familiar with and follow these Rules. Owners that lease their units are to ensure their tenants are aware of and follow these Rules. Notice of Violation will be sent to the owner, or the owners designated agent or representative to the Owners address as it appears on the records of the Association. It is the owner's responsibility to keep the Association, through the management company aware of their current address and contact information.

Unless otherwise indicated in the Rules above, a violation of these Rules & Regulations shall result in the following Fines, in addition to other penalties, remedies or other legal recourse available to the Association.

**First Offense:** Written warning and notice that a \$100.00 fine will be imposed if the violation is not corrected by the deadline in the letter.

**Second Offense:** \$100.00 fine and notice that a \$200.00 fine will be imposed if the violation is not corrected by the deadline in the letter.

**Third Offense:** \$200.00 fine and notice that a \$250.00 fine will be imposed if the violation is not corrected by the deadline in the letter.

**Continuing Offense:** \$250.00 fine and notice that unless otherwise indicated in any notice of violation, a continuing offense shall be deemed a violation every fourteen (14) days, with additional fines of \$250.00 per violation every fourteen (14) days until the violation is resolved.

Fines that are not paid by their due date will be enforced in the same manner as other assessments as permitted by law.

**Please Note:** The Association reserves the right to enter patio areas or other areas and correct the violation and bill the owner for all costs incurred to correct the violation.

#### **APPEAL PROCESS / OPPORTUNITY TO BE HEARD**

- When a violation notice is sent to an Owner, such notice shall include a statement notifying the Owner that he/she has the "RIGHT OF APPEAL" and be heard by the Board.
- When an Owner desires to appeal a violation, he/she must so notify the Management Company in writing within FOURTEEN (14) days of the date of the violation notice.
- The Owner appealing the violation will be given written notice that a hearing on the appeal is scheduled.

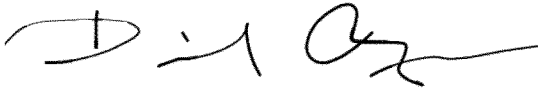
#### **Hearing with the Board**

- The Board President or meeting Chair will introduce all parties.

- Lengthy discussions are not a part of an appeal process.
- The Owner who is appealing will be asked to state their case and present any applicable documentation.
- Each Board Member will have the opportunity to ask the Owner specific questions regarding the appeal.
- Upon completion of the question-and-answer period, the Board President will state that the appeal has been heard and the Board of Directors will make their decision in closed session. Written Notice of the Board's decision will be delivered to the Owner within seven (7) working days.
- All decisions of the Board of Directors are FINAL and may not be further appealed.
- Owners also have the option to petition for an administrative hearing on this matter in the Arizona Department of Real Estate pursuant to A.R.S. Section 32-2199.01 (this was formerly handled by the Department of Fire, Building and Life Safety.)—

I, the undersigned, duly elected Board President of Discovery at Continental Orchard Homeowners Association, does hereby certify as evidenced by my signature below, that:

By resolution of the Board of Directors, during a duly noticed Open Board Meeting, the foregoing rules and policies have been adopted pursuant to the authority contained in the Arizona Revised Statutes and the Governing Documents of the Association.

A handwritten signature in black ink, appearing to read "Dave Russell", written over a horizontal line.

Dave Russell, President