

## Rules And Regulations

Effective April 1st, 2006

These Rules and Regulations, having been adopted by the Board of Directors, are applicable to all residents of Union Hills Condominiums, homeowners or renters, and their guests. The following amend and supersede all previous Rules and Regulations and are in accordance with Union Hills Condominiums Declaration of Covenants, Conditions and Restrictions (Article 5, Section 1, Part 6), hereinafter referred to as the CC&R's.

### **Management Company**

Updated  
12-1-17

~~CID Management, Inc.~~, is our management company. Their address and telephone number are:

CommunityAccountingllc.com  
Manager:  
Rick Burman  
602-486-7349

Community Accounting, LLC  
3253 E. Fremont Rd.  
Phoenix, AZ 85042

Accounting:  
Jody Burman  
602-456-9462

If you have any questions/concerns regarding Union Hills Condominiums, call ~~CID Management~~. If they cannot resolve your problems or answer your questions the Manager will bring them to the Board of Directors to be resolved. Renters should contact their landlord with problems.

### **Late Fees & Penalty Fees**

Association fees are due on the 1st of each month and become delinquent on the 2nd day of the month if not paid. On the 16th day of the month, a Late Letter is sent, advising that a late fee charge of \$15.00 per month will be charged to the homeowner in addition to the balance owed to the Association. The date of receipt by the management company shall be governing factors of timeliness. Failure to pay association assessment will subject the homeowner to lien and other collection provisions as set forth in the following rules.

If the account remains unpaid on the 31st day following the due date, a Demand Letter is sent to the owner, for which a charge of \$45 is levied against your account.

### **Legal Services & Liens**

If the account remains unpaid for 46 days following the due date, the account is automatically referred to our attorney for collection without further advice to the Owner.

~~The Cannon Law Firm~~  
4300 N Miller Rd, Ste 221  
Scottsdale, AZ 85251  
Tel: 480-626-8515  
Fax: 480-626-7563

A lien may be placed against any individual unit where maintenance fees are forty-six (46) days past due. The lien will remain in effect until all fees are paid in full, including the cost of placing and removing the lien. Once the account has been turned over to ~~The Cannon~~ Law Firm for collection of delinquent accounts, all fees and other legal expenses will be paid by the homeowner directly to the Attorney.

### **Dumpsters**

Residents are responsible for placing their trash in the dumpster serving their respective units. They must bag their trash and make sure the door or lid is closed securely after each use. Do not put hazardous materials, furniture, carpet, mattresses, appliances, motor oil, old car parts, etc, into or around the dumpster areas. Persons found in violation will be fined and charged for removal. Dumpster lids are to remain closed at all times. Dumpsters are normally emptied twice a week. Dumpsters are for resident use only - use of the dumpsters from non-residents is considered trespassing.

### **Exterior Change Restrictions**

The Union Hills Condominium Declaration of Covenants, Conditions, and Restrictions (CC&R's) are specific about exterior changes.

1. No planting or gardening will be done, except in individual patios.
2. No additions, patio covers, screen doors (except as approved by the Board of Directors).
3. No fences, hedges, lighting or walls will be erected, maintained, altered, or painted except such as are installed with the initial construction, or later approved by the Board of Directors.

4. All proposed exterior changes must be submitted in writing to the Board of Directors and exterior changes shall not be made without prior approval of the board of Directors, or management company. An Architectural Review Form may be obtained from the management company.
5. All water softener tanks, clothing lines, equipment or storage areas must be concealed from view of the streets and common areas and may not show above the patio fence.
6. The patios, entry ways, and balconies may not at any time be used to store refrigerators, other larger appliances, trash, or automobile parts, or house-hold items that would be more appropriately placed in a storage area or disposed of properly.
7. Any additions of any type must not be attached in any way to the building exterior, fence, or roof. The purpose of this rule is to maintain architectural integrity of the complex. If exterior change violations are noted by the Board of Directors, the Board will request in writing that the homeowner remedy said violation. If the violation is not remedied within fifteen (15) calendar days, the management company will be notified to remedy the situation and the homeowner will be billed for the remedial cost and be subject to all collection provisions as set forth in these Rules & Regulations.
8. Hoses are not permitted to be stored in the common area in front of the units. Storage is permitted at the rear of the units as long as they are kept neatly coiled and are off the ground as to prevent an inconvenience for maintenance purposes.
9. Also see Anti-Blight Rule (page 5.).

**Changes Permitted**

The following is a list of changes that will be permitted at Union Hills Condominiums without prior approval from the Board of Directors. These should reflect good taste, if they detract from the general appearance of the complex, they will be subject to the approval of the Board of Directors. 1. Temporary Christmas and Hanukkah lights and decorations may be placed on the exterior, provided they do not destroy or damage any existing trim. These decorations must be removed within ten (10) days after the season comes to a close. 2. Screen and wrought iron doors may be installed using the Board of Director designs and qualifications. They must be black in color. Please contact the management company ( page 3.) for approval before installing.

**Antennas (Radio & Television)**

Section 7.7 of the Declarations of Covenants, Conditions, and Restrictions are specific. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors or on any portion of the condominium, without written permission by the Board of Directors.

1. FCC regulations are to be observed regarding the installation and use of mini dish, short wave, CB, or "Ham" type radios. When such equipment becomes a nuisance, the owner will be required to cease operation until such nuisance effect can be remedied.
2. Loud volume on all, types of car mounted radios, particularly during the night and early morning hours, is considered a nuisance, whether driving through or parking in the parking lot.

**Anti-blight Rule**

Any exterior portion of a unit that is visible shall be kept neat and clutter free, including balconies. Refer to City anti-blight law for specifics.

**Signs**

"FOR SALE", "FOR RENT", and "BLOCK WATCH" signs are the only signs permitted. They may be no larger than a standard size and may only be placed in front of the unit in the common area. Second story units may hang the sign from their balcony. The sign must not destroy or destroy any landscaping or structure, which must be put back to its original condition when the sign is removed. Only one sign is permitted per unit being advertised. Homeowners are responsible for ensuring that their Realtor(s) meet our regulations.

**Renters-lease Requirements**

Renters, owners, and all guests are obligated to observe all policies and these Rules and Regulations governing living at Union Hills Condominiums. A statement must be included in the renters' lease that adherence to the Rules and Regulations will be agreed. A copy of these Rules and Regulations must be attached as part of the lease or rental agreement. The homeowner is responsible for providing each new tenant with a copy of these Rules and Regulations. Landlords are required to give written notification to the management company when renters change in order for the management company to keep up-to-date rosters of residents. The above requirements are for the protection of the owner as well as for the protection of the Association. Landlords will be fined for renter violations.

**Pets**

Pets may be kept, provided they meet the requirements of Section 7.5 of the CC&R's. There will be a limitation of one (1) pet per unit. Additionally, pets must be kept on leash at all times when in the common area, and are not permitted to roam free regardless of the time of day or night. Owners are responsible for cleaning up immediately after their pets and violators are subject to fines as provided in these Rules and Regulations.

**Parking** The weight, size, and type of vehicle allowed to park on the premises is set forth in Section 7.3 of the CC&R's. Additionally, there are two assigned parking spaces per unit. Do not park in any other space than your own without first obtaining permission. Vehicles must be parked head first into the parking space. Owners are responsible for advising guests of parking restrictions. Vehicles parked in violation are subject to towing and impoundment at the vehicle owners' expense. Workmens' trucks are exempted from the weight/size restriction when they are on the premises performing work for the Association or any owner.

1. If the truck(s) need special access other than the paved driveway or parking spaces, the management company shall be notified in advance for promotion and details on the type of access needed.
2. No vehicle or motorcycle shall be parked on the common areas or grass at any time. Motor-cycles or All-Terrain-Vehicles (ATV's) may not be parked on front patios.

**Speed Limit** Speed limit shall not exceed 10 miles per hour.

**Car Washing** Car washing is not permitted on Union Hills Condominium premises. Violators will be fined.

**Mechanical Repairs** Mechanical repairs are restricted as set forth in Section 7.10 of the CC&R's. Emergency repair shall mean the changing of tires or installation of a battery or other minor repair and must be completed the same day as begun. Any repair which would require placing the car on jacks (except emergency tire changing) is prohibited. Body work and painting are not permitted, nor is any work to be done on a nonresident or commercial vehicle. The surface of the covered parking must be kept free from grease and oil.

**Storage** Storage is not permitted in carports. All garbage cans, boxes, cleaning equipment, ladders, barbecue grills, furniture, miscellaneous parts or household items of any kind must be kept in the homeowners storeroom, concealed rear patio area, or dwelling of resident. Front entry ways and balconies must stay clear of such materials and neat in appearance. Hanging items from the balconies for storage purposes is not allowed. Storage of combustible materials, of the nature of which may be a fire hazard, is prohibited.

**Two & Three Wheeled Vehicles** Any bicycle, motorcycle or All-Terrain-Vehicle (ATV) may be parked in the assigned parking area or in the concealed patio area. No such vehicle may be parked on the sidewalks or other common areas. Riding of such vehicles is restricted to the asphalt areas (streets) only. Any damage caused by taking such vehicles into patio areas will be charged to the homeowner. Bicycles, non-motorized scooters, and tricycles may be ridden by persons under the age of ten (10) on the sidewalks but are not permitted in the pool area or tennis court.

**Abandoned Vehicles** Any vehicle obviously inoperable, in a state of disrepair, and not moved regularly will be considered abandoned regardless of where it is parked. Vehicles with missing/flat tires, expired license plates, no motors, etc., are considered inoperable. Any such vehicle will be subject to towing and impoundment at the owner's expense.

**Play (Children & Adults)** The use of the common area is for all residents and is restricted to personal equipment that will not constitute a hazard of inconvenience to others. After 9:00 PM no loud noises are permitted.

**Mischievous Acts** Any person observed at Union Hills Condominiums committing a mischievous act will be billed for expenses to cover repairs or replacement. Adult residents are responsible for damages caused by their guests, children or children's guests. Landlords are responsible for damages caused by their renters, renters' guests or renters' children, or children of their guests. All residents are responsible for helping to stop mischievous acts and to report them to the management company when observed.

**Tennis Court** The tennis court shall be restricted to its sole purpose or basketball only. No skateboards, roller skates, bicycles, etc., shall be allowed in this area. Appropriate footwear should also be worn to preserve the surface. Other ball games that involve a soft ball (like soft rubber) may be played as long as it does not cause damage to the tennis court area or equipment, but such games will be allowed at the discretion of the Board of Directors. Hard balls or playthings are not permitted.

**Pool Rules**

The following rules have been created for the protection of everyone using the pool and to help prevent damage to the pool.

1. The Union Hills Condominiums pool is privately owned, maintained, and operated by the Association for the use of this community solely.
2. The gate to the pool must be locked at all times. This is a City Ordinance and is necessary to protect small children and to keep animals out of the pool area.
3. One key is provided per unit, and a charge will be made for replacement keys. Guests must be accompanied by a resident. A \$25.00 fee will be charged for replacement keys.
4. Keys must not be loaned or given to a non-resident. Guests should be kept to a minimum.
5. No pets allowed in the pool area.
6. No glass containers allowed in the pool area.
7. Cigarettes must be placed in ashtrays.
8. No eating, drinking, or smoking in the pool or jacuzzi.
9. People using the pool after 9:00 PM must respect their neighbors' rights to quiet by keeping noise to a minimum.
10. Running, undue splashing, "horseplay", spitting, and obscene language are not allowed in the pool area.
11. Only persons wearing swimming suits are allowed in the pool. No disposable diapers allowed. No naked babies. No cutoff jeans.
12. No bicycles, tricycles, skateboards, roller skates, wagon, etc., are allowed in the pool area.
13. Large play equipment such as air mattresses may be used unless it becomes an annoyance to other swimmers or until the pool becomes crowded, at which time they must be removed. Styrofoam equipment is not allowed in the pool area. This material can plug the filter. Also, black swim fins, inner tubes, or frisbees are not allowed. Only generally recognized pool toys are acceptable.
14. Battery operated audio equipment is allowed in the pool area. Be considerate: keep the volume low and don't inflict your audio preferences on others. If asked to lower the volume, please do so.
15. Throwing of debris into or about the pool is prohibited.
16. No intoxicated person is allowed in the pool area.
17. Children under the age of sixteen (16) and all children who cannot swim, are not to use the pool unless accompanied by an adult.
18. Children under the age of sixteen (16) are not allowed in the Jacuzzi.
19. Hair curlers, bobby pins and hair pins must be removed, along with suntan lotion, must be removed by showering before entering the pool or jacuzzi.
20. The pool may not be used during repairs or maintenance.
21. No gum, sunflower seeds or chewing tobacco allowed in the pool area.

**Fines**

Fines for non-compliance with these Governing Documents will be enforced as follows:

1. Written notice to owner (and tenant, if applicable) of violation.
2. If violation continues or a second violation occurs, \$50.00 fine.
3. If violation is still not remedied or a third violation occurs, \$100.00 fine.
4. If violation is not remedied or a fourth violation occurs, \$200.00 fine.

Continued repeats will see the fine double each time. These fines shall be in addition to any costs incurred by the management company if it has to remedy the violation. Homeowners will have fifteen (15) days to remedy an architectural violation. All others must be remedied immediately. Failure to pay fines within thirty (30) days of notice will result in collection procedures against the individual or their property. All collection fees will be added at that time.

Any unit assisting, helping and/or encouraging a unit to remain in violation of the CC&R's and/or Rules and Regulations shall be subject to the same fines, penalties and/or actions taken against that unit which is in violation.