

Veritas at McCormick Ranch Condominium Association

a.k.a. "Veritas Condominiums"

Community Rules

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Welcome to Veritas Condominiums!

Introduction

The following Community Rules ("Rules") are a supplement to the Declaration of Condominium and of Covenants, Conditions and Restrictions for Veritas Condominiums (the "Declaration") and are not considered as the sole statement of regulations.

Pursuant to Section 9.3 of the Declaration, the Rules have been established by the Board of Directors of Veritas at McCormick Ranch Condominium Association (the "Board of Directors", the "Board" or the "Association"). These Rules remain effective unless or until amended or rescinded by the Board of Directors.

It is the responsibility of each resident, whether a Homeowner or Tenant, to become familiar with these Rules and then abide by them. It is the Homeowner's responsibility to give a copy of these Rules to their tenant(s).

In addition, a Homeowner selling his or her unit has the responsibility of providing the purchaser (new Homeowner) with a copy of these Rules in addition to the Declaration and all other relevant Association documents.

Whether you are a Homeowner or Tenant, all people living at Veritas Condominiums must observe and abide by these Rules. Tenants will be held responsible for family members or guests residing in or visiting their home. Guests must also abide by these Rules.

The Board of Directors solicits your cooperation in keeping Veritas Condominiums an attractive place to live and a community in which we all take pride.

The policies set forth or reflected in these Rules are designed as guidelines for good community relations and to protect the investment of the Homeowners.

Information

Board of Directors

The Board of Directors is comprised of three directors elected by the Homeowners. Each Board member is elected for a three-year term.

Annual Meeting

The Annual Homeowners Meeting is held each year, at which time one Board member is elected to serve for the following three years. Meeting notices will be mailed to each Homeowner in accordance with the Bylaws.

Insurance

The Association carries a blanket insurance policy. The policy carrier is subject to change each year. Please check with the Management Company if you have questions pertaining to Association insurance coverage.

Property insurance is carried on the Common Elements and units. **Homeowners must carry his/her own insurance for the interior of the unit for the contents of that unit and for any non-structural improvements added by the Homeowner.** The Association also carries Director and Officer Coverage for Board members and Comprehensive General Liability insurance.

The Association recommends an HO6 policy be obtained and maintained by all owners.

Monthly Fees

The monthly fee is charged to each Homeowner to provide funds for those items shown on the budget pursuant to Article X of the CC&Rs.

Payments are due on the first of each month, and a late fee will automatically be added to any delinquent payment received after the fifteenth day of the month. Late fees are set by the Board of Directors and are subject to change.

Violation Enforcement Policy

Veritas at McCormick Ranch Condominium Association has established the following Enforcement Policy for Covenants, Conditions and Restrictions (CC&R's) violations enforcement, and any applicable monetary penalties for continuing violations. This Policy will be deemed part of the Association Rules and is subject to amendment or modification at any time by majority vote of the Board. This Enforcement Policy for non-monetary violations is adopted in accordance with Arizona Law and the provisions of the CC&R's and Project Documents, as currently in force and effect.

First Notice

A first notice will be sent to the owner of the property outlining the violation concerning the condition of the property. In the event that the owner of the property is identified as an absentee owner, a copy of the notice may also be sent to the tenant at the property address. The owner will be given fourteen (14) calendar days to bring the violation into compliance. The first notice shall include a warning that if the violation is not cured within fourteen (14) calendar days, a fee of forty (\$40) dollars shall be assessed, which is comprised of an initial monetary penalty of twenty-five (\$25) dollars plus a certified mailing fee of fifteen (15) dollars. This letter shall also state that the owner may petition the Department of Real Estate pursuant to ARS § 32-2199.01.

Second Notice and Assessment of Initial Monetary Penalty

A second notice will be sent if the owner has not complied with the first notice, or if the violation has returned or has been repeated. The second notice will inform the owner that a

monetary penalty has been assessed in the amount of forty (\$40) dollars, which is comprised of an initial monetary penalty of twenty-five (\$25) dollars plus a certified mailing fee of fifteen (\$15) dollars. The second notice shall also include a warning that if the violation is not cured within fourteen (14) calendar days, a monetary penalty of sixty-five (\$65) dollars shall be assessed, which is comprised of an additional monetary penalty of fifty (\$50) dollars plus a certified mailing fee of fifteen (\$15) dollars.

Third Notice and Assessment of Additional Monetary Penalty

A third notice will be sent if the owner has not complied with the first and second notices, or if the violation has returned or has been repeated. The third notice will inform the owner that a monetary penalty has been assessed in the amount of sixty-five (\$65) dollars, which is comprised of an additional monetary penalty of fifty (\$50) dollars plus a certified mailing fee of fifteen (\$15) dollars. The third notice shall also include a warning that if the violation is not cured within fourteen (14) calendar days, upon each subsequent inspection where it is found that the violation is still not cured, a fee of one hundred fifteen (\$115) dollars shall be assessed, which is comprised of an additional monetary penalty of one hundred (\$100) dollars plus a certified mailing fee of fifteen (\$15) dollars.

Additional Monetary Penalty

After the imposition of the initial monetary penalty and the additional monetary penalty, another monetary penalty, in the amount of one hundred fifteen (\$115) dollars, which is comprised of another additional monetary penalty of one hundred (\$100) dollars plus a certified mailing fee of fifteen (\$15) dollars, may be assessed upon subsequent inspections if the owner has not corrected or removed the violation, or if the violation is repeated or has returned. Inspections will be conducted to coincide with the terms of the notices.

Certified Mailing Fee

In addition to the monetary penalties there will be a fifteen (\$15) dollar certified mailing fee assessed per violation.

Lapse Period

Should a period of time of at least ninety (90) calendar days lapse between violation letters of the same offense, the next letter will be a first notice again.

Exception to Notice Procedure

Violations posing a threat to the health, safety, and welfare of the community as a whole or any one or more other owners may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; an escaped pet; or a collapsed structure or tree blocking the road or drivers' lines of vision. The Board of Directors shall impose a penalty commensurate with the nature and severity of the violation.

Right of Self-Help

The Association has the right (but not the obligation) to enter the owner's property and to provide all maintenance and repairs that are necessary to remove the violation. Entry by the

Association and any of its agents is not an actionable trespass. The Association may assess the Owner for the costs of all maintenance and repairs performed by the Association.

Opportunity to be Heard

The Association recognizes each owner's right to explain the reasons why there is a violation of the CC&Rs or the other Project Documents, particularly if the violation results in a monetary penalty. Before any monetary penalty is assessed, an owner has the opportunity to request a hearing before the Board of Directors. The owner must provide timely written request for a hearing. If the hearing is scheduled, and attended, the owner is bound by the decision of a majority of the Board.

Assessment Collection Policy

RESOLVED, that the following Assessment Collection Policy has been adopted and becomes effective June 18, 2023:

Late Fee and Interest: A late fee equal to 10% of the unpaid assessment amount or fifteen dollars (\$15.00), whichever is greater, may be charged to any account that shows an assessment not paid within fifteen (15) days of the due date. Any judgment entered in favor of the Association because of a small claims or civil suit will accrue interest at the rate of 12% per annum until paid in full.

Assessment Collection Schedule:

1. A late notice will be sent on or after the 15th day of the first unpaid assessment advising the property owner(s) that the account is delinquent and a late fee was charged. All letter fees are the responsibility of the property owner(s).
2. A collection and intent to lien letter will be sent on or after the 45th day of the first unpaid assessment advising the property owner(s) that the account is delinquent and may be referred to the Association's collection agent for further action that might include a notice of lien being recorded against the property. All letter fees are the responsibility of the property owner(s).
3. Any account with an unpaid balance of assessments or other charges at least 75 days past due may be transferred to the Association's collection agent for further action and a notice of lien may be recorded. All fees and costs incurred are the responsibility of the property owner(s). At any time during this process, the property owner(s) may request to enter into a payment plan for all outstanding assessments and fees. The Association may not release the lien until all assessments, late fees, related collection costs and legal fees have been paid in full.

4. Any account with a balance of assessments or other charges at least 105 days past-due may be referred for a small claims suit or further collection activity including, but not limited to, civil suit and/or foreclosure. All collection costs, legal fees, court costs, and any other charges incurred by the Association are the responsibility of the property owner(s).

Foreclosure Collection Procedure:

At the discretion of the Board of Directors, any account with a balance owed after a foreclosure may be referred to an outside collection agency, to small claims court or to the Association's attorney to obtain a personal judgment against the owner(s) of the lot whose responsibility it was to bring the account current at the time of foreclosure.

Payment Application and Waiver Requests:

Unless otherwise directed by the property owner(s) or in accordance with a payment plan, written stipulated agreement and/or judgment, payments will be applied to an account as follows (pursuant to Arizona Revised Statutes):

1. Past due assessments
2. Late Charges
3. Collection Fees (Demand Letter/Lien/Collection Agency/Skip Trace/Court Fees)
4. Legal Fees/Costs
5. Monetary Penalties/Certified Mail Fees

Any payment returned due to insufficient funds, stop payment, closed account, etc. will result in a service fee based on the current rate charged by the Association's bank at the time the payment is returned.

The Board of Directors may decide not to consider a waiver request for late fees, lien fees, collection costs, fines, or attorney fees incurred on an account where the assessment was not paid in accordance with the Assessment Collection Policy through no fault of the Association or its agent.

Payment plans will be accepted under the following conditions:

Payments made without benefit of a properly executed payment plan will not be construed as a payment plan and collection activity may be initiated in accordance with the Assessment Collection Policy.

Late fees as provided in the Assessment Collection Policy will not be charged during the term of the payment plan if payments are received in accordance with the plan. A minimum payment plan equal to one-twelfth of the account balance plus ongoing assessment installments will be accepted on a monthly basis. All other payment plans are subject to approval by the Board of Directors.

A lien may be filed and legal collection proceedings may be implemented upon default of a payment plan with no further notice to the property owner(s).

Pool & Related Facilities Rules

Swimming Pool, Spa & Outdoor Shower

All rules and regulations are established to maintain the Swimming Pool, Spa & Outdoor Shower, and their use, in a safe and clean manner. Tenants and guests use these facilities at their own risk, as **NO LIFEGUARD WILL BE ON DUTY.**

1. Quiet hours are from 10PM to 7AM. Please be courteous to other residents and keep noise levels to a minimum during these hours.
2. The gate to the pool area **MUST BE CLOSED AND LOCKED** at all times.
3. Children under fourteen (14) years of age are not allowed in the pool area without adult supervision. This rule is strictly enforced.
4. Personal items are not to be stored in the pool area. Trash is to be removed by the Homeowner or Tenant upon leaving the pool area.
5. Pool key must accompany Homeowner or Tenant at the pool at all times.
6. Do not duplicate your key, or loan or make a new key for another individual. If you do so, you will be responsible for the cost of re-keying the pool gate and providing new keys to all residents to prohibit the use of the pool by unauthorized individuals.
7. Homeowners (and their Tenants) who are delinquent in their payments to the Association are denied the use of the pool facility. Pool privileges will be suspended, and a demand made for the return of the pool key if the Homeowner is not in good standing with the Association.
8. There is a **\$25 replacement fee** for lost pool keys.
9. No glass of any kind (including soda and beer bottles) is allowed in the pool area.
10. Absolutely no pets are allowed in the pool area (other than service dogs).
11. No diving in the pool.
12. Pool furniture must remain in the pool area.
13. Guests must be accompanied by the Homeowner or Tenant.
14. No suntan oil allowed in the pool.

15. Swim attire must be worn in the pool. Cut-offs and street clothes are not permitted.
16. Do not plug radios or any other appliance into electrical outlets at the pool.
17. Spa and Outdoor Shower are available on a first-come, first-serve basis. Please clean up after yourselves.

Communal Fireplace & Barbecue

Communal Fireplace & Barbecue are available to all Homeowners and Tenants from 10:00 am to 7:00 pm (until 8:00 pm during the summertime) on a first-come, first-serve basis. Owners and Tenants must leave BBQ area and equipment totally clean.

Advertising Signs

No advertising signs of any kind are permitted anywhere within the community, or inside the units visible from the exterior. A "For Sale" and "For Rent" sign is an exception to this rule. The size of a sign offering a property for sale, for rent or for lease shall be in conformance with the industry standard size sign, which shall not exceed eighteen by twenty-four inches, and the industry standard size sign rider, which shall not exceed six by twenty-four inches and must be a commercially produced sign. "For Sale" and "For Rent" signs may not be affixed on common grounds.

Antennas and Satellite Dishes

No devices of any type may be affixed to the patio railings or balcony walls, or to the roof of the ceilings or overhangs of the balconies or patios unless permissible by law.

Clotheslines

Exterior clotheslines are not permitted. Clothes, towels, etc. cannot be hung over balconies or patio walls to dry.

Exterior Changes

Exterior changes are not permitted. The purpose of this restriction is to maintain the architectural integrity of the community. Exterior change violations will be noted by the Management Company and the Board of Directors will request, in writing, that the Homeowner remedy such violation. If the violation is not remedied within fourteen (14) days, the Management Company will be notified to remedy the violation, and the Homeowner will be billed for the remedial costs and be subject to fines established in the section entitled "Violation Enforcement Policy".

Fire

IF AN UNCONTROLLABLE FIRE STARTS IN A UNIT

Leave your unit immediately and close the door behind you.

Use the closest exit or stairway.

Immediately call 911 from an area that is free from the danger of the fire. Describe the floor and unit number as well as the street address and what you have observed. Don't assume that anyone else has already called.

Stay calm!

Fire Extinguisher

The Fire Department can recommend the fire extinguisher equipment to be purchased for your condominium unit. It is recommended that each Homeowner have at least one fire extinguisher.

For personal fire safety, a family fire emergency plan may be the best investment you can make: (1) review these guidelines; (2) know your exit routes; (3) have a family fire drill from time to time.

Flammable Materials

Fire department regulations stipulate that explosive and flammable materials cannot be stored in residential units, common elements, or garages. These materials include paint, paint thinner, and gasoline. For your own protection and safety, it is requested that violations observed be reported to the Management Company immediately.

Individuals Garages

Individual garages may be used for minor storage or ordinary household items provided that two (2) vehicles may, at all times, be safely parked in the individual garage. Unit Owners or Tenants must park their vehicles in the individual garage and are not permitted to park in the "guest parking" area. Owners, Tenants or Guests are not permitted to park their vehicle outside the garage door. Garages are not to be utilized as workshops for personal or business purposes. At no time may hazardous materials be stored in garages.

Improvements - Non-Structural

Any Homeowner may make non-structural additions, alterations and improvements within his/her unit, without prior written approval from the Board. Non-structural items include adding or changing floor coverings. (Subject to the terms and conditions set forth above and in the CC&Rs). In undertaking any non-structural work, the Unit Homeowner must abide by the following rules:

No noise audible in adjoining units will be made as a result of the work except between the hours of 8:00 am and 7:00 pm, Monday through Friday.

No subcontractors are permitted to park in any areas of the Community, except unassigned parking spaces at grade level. Parking along curbs, or on roadways is strictly prohibited.

Homeowners 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, orders or traffic.

Improvements - Structural

No person shall make any structural additions, alterations, or improvements within a Unit without Board Approval. Structural items include any work that affects, in any way, any Common, or Limited Common Elements, such as:

1. Adding, removing, or altering any interior demising walls.
2. Adding, removing, or altering any interior or exterior windows or doors.
3. Adding, removing, or altering any plumbing fixture.
4. Adding, removing, or altering any electrical outlet.

The Board of Directors may, in its sole and absolute discretion, determine whether an item is of a structural or non-structural nature. Request for approval of structural changes must be submitted to the Board in writing including details of the work to be done, drawings if appropriate, copy of the City of Scottsdale Building Permit for this work, names, and addresses of subcontractors to perform the work including a copy of their insurance certificate, and the dates when the work is scheduled.

Landscape Maintenance

Landscape maintenance at Veritas Condominiums includes mowing, fertilization, trimming, raking and irrigation service to the Common Elements. Homeowners and Tenants may not plant in the Common Elements, and may not remove, trim, or otherwise alter any common area tree, bush, scrub or flower or other landscaping item.

Under no circumstances are vehicles or motorcycles permitted in the landscaped 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 alternations to the Common Elements irrigation system, including "tapping" into the irrigation lines for personal use. "Tap-ins" will be immediately removed at the Homeowner's expense.

Leasing Rules & Tenant Information

No Homeowner shall permit his unit to be used for transient or hotel purposes, nor shall any Homeowner enter into a lease for less than the entire unit. "Lease" shall be defined as any occupancy of a unit by any person other than the Homeowner of the unit or the Homeowner's immediate family members, whether or not any consideration is exchanged. Further, any lease

for a period of less than three (3) months in duration shall be conclusively considered to be for transient or hotel purposes. **Each Homeowner shall deliver to the Association, within ten (10) days of commencement of the tenancy, a completed tenant registration form.**

No individual garage may be leased separate from the Unit to which it is assigned.

Tenants, like Homeowners, are required to observe all Rules that have been adopted by the Association, as well as all other Condominium Documents.

It is required that a statement of this nature be included in the Tenant's lease and a copy of the Rules be attached to the lease. The Homeowner is responsible for the Tenant's and the Tenant's guests' behavior. The Homeowner is responsible for fees, fines, attorney costs, etc. that may be imposed or incurred due to Tenant noncompliance with the Rules, Bylaws, or other Project Documents.

Landlords are required to notify the Management Company of Tenant changes in order to keep an up-to-date roster of the residents. If you need additional copies of the Rules, they are available through the Management Company.

Lock Boxes

Lock boxes (for use in the sale of units or otherwise) are allowed only in the designated lockbox area. This rule is to maintain security and privacy of all residents. Without any prior notice and at the sole cost of the unit owner, the Association may remove any lock boxes installed in undesignated areas, or it may be required the owners immediately remove any lock box.

Motor Operated Toys and Skateboards

Motor operated toys, skateboards and scooters are prohibited at all times on all sidewalks and roadways.

Noise Control

After 10:00 pm and before 7:00 am, no loud noises or shouting shall be permitted in the Common Elements, including the pool area, etc. or in any unit that is an annoyance to others.

If your neighbor is having a loud noisy party with stereo blaring or your neighbor has a dog that barks continuously or is disturbing you, call the police and report the disturbance. Noise control is NOT the responsibility of the Management Company. The Management Company's responsibility is limited to levying fines (at the direction of the Board of Directors) and providing written notice of noise infractions.

Outside Speakers and Amplifiers

No radio, stereo or other broadcast unit of any kind and no amplifiers or loudspeakers of any kind shall be placed, allowed, or maintained outside, or be directed to the outside of the unit or

used in a Common Area without prior written approval and authorization of the Board of Directors.

Patios and Balconies

The Homeowner must keep his/her patio and balconies clean and free of litter, weeds and animal waste. Wind chimes are not allowed. Rugs, towels, etc. cannot be hung on the walls. Nothing can be hung from the awnings. Shades of any kind are not allowed on any exterior wall, window, or patio cover. No pots, plants or decorative accessories may be placed on any exterior balcony railing or patio wall. No astroturf is allowed.

Patios and balconies are not to be used for storage and patio furniture must not be unsightly, must be of a neutral color and must blend with the exterior color of the unit, and must be furniture intended for outdoor use.

Per City of Scottsdale ordinance, no person shall use individual fixed or portable, LP-gas burners or barbecues on or under any attached covered patios, balconies, covered walkways, stairs, or roof overhangs and shall not be located within 10 feet (3048 mm) of combustible construction.

Pets

There is a limit of not more than two (2) common household pets at any one time absent a variance granted by the Board within a unit provided the Homeowner or Tenant abides by the provisions of the Declaration and all City, County and State Animal Laws. **All droppings must be picked up immediately and disposed of properly.** Pit Bulls and Rottweilers are strictly prohibited. The Board may restrict additional breeds or specific dogs that are determined to be inappropriate for the community.

Screen Doors and Security Doors

All Homeowners who wish to install a screen door or security door must have Board approval. If an unapproved door is installed, the Homeowner will be subject to a fine and removal of the door by the Board at the Homeowner's cost. Screen and security doors must be properly maintained. Doors must have closures and be kept clean and in proper repair.

Seasonal Decorations

Exterior seasonal decorations are permitted but must be removed within ten (10) days after a holiday, and not installed more than 30 days before the specific holiday. Non-specific banners, lighting or other exterior decor are prohibited. The Board reserves the right to remove any decoration deemed inappropriate.

Security

The following procedures are designed to make community security more effective:

1. Community lighting is provided not only for appearance, but also for safety and security. Please report all burned out bulbs to the Management Company for replacement.

2. Any unusual or suspicious activities should be reported to the Scottsdale Police Department and the Management Company.

Storage

Storage of ANY kind by a Homeowner or Tenant is not allowed on balconies or patio spaces.

Trash

1. Each unit has its own individual trash and recycling containers as provided by The City of Scottsdale when ordered by the Homeowner.
2. You are required to bag your trash, break down your boxes, and make sure the lid to the container is closed securely after use. Trash placed outside the containers will not be collected.
3. Do not place or discard batteries, tires, oil, transmission fluid, hazardous waste, furniture, or mattresses in the container. The disposal of this type of debris is the Homeowner's responsibility. The Association does not provide for the disposal of these items.
4. Trash and recycling cans must be stored in your garage. Cans may be placed at the curb the evening before scheduled pick up and then removed within 24 hours of pickup.

Vehicles

1. **Emergency Access:** As a private community we are required to provide full access for emergency vehicles. Therefore, we require all vehicles be parked in parking spaces so that, in the event of an emergency, a large fire truck or other emergency vehicles may enter. Please park in your parking garage and ask your guests to park in the unassigned uncovered parking spaces. Vehicles parked illegally in fire lanes are subject to fines from the local police department, "booting", towing, and action by the Association under the Violations and Fines section above.
2. **Guest Parking:** Guests and visitors must park in unassigned parking spaces. If a guest, or visitor, is parked in any other space, they will be towed without any additional warning. Be sure to inform your guests of the parking rules. Guests and visitors parking is limited and parking in the unassigned spaces is on a "first-come, first-served" basis. Guests and visitors may not park in guest spaces longer than seven consecutive days.
3. **Towing and "Booting":** Any car parked illegally is subject to towing or "booting" by the Board or Management Company. All charges and costs incurred due to the towing or "booting" will be the responsibility of the Homeowner and/or the person whose vehicle was affected.
4. **Disabled and Abandoned Vehicles:** Vehicles that are disabled, have flat tires, are unregistered, or are inoperable, etc. are not allowed on the property for an extended time. Any vehicle obviously inoperable, in a state of disrepair, and not moved for two (2) weeks will be considered abandoned. Such vehicles will be subject to towing and impoundment at the Homeowner's expense. All vehicles must be properly licensed.

5. **Expired License Plates:** Vehicles that have expired license plates are considered inoperable and will be towed.
6. **Prohibited Vehicles:** Boats, trailers, motor homes or recreational vehicles, golf carts, commercial vehicles, or trucks with a carry capacity over 3/4 tons are not allowed to be parked on the property and will be towed.
7. **Vehicle Repairs:** No repair work may be performed on vehicles on any street or sidewalk, except emergency repairs. Such repairs must be completed within twelve (12) hours. The surface of the street or sidewalk is to be kept clean of grease and oil. Homeowners will be assessed for any cleaning or repair to the street or sidewalk caused by minor repairs or maintenance. Changing oil or other vehicle fluids is not permitted. The overhauling of an engine is not permitted!
8. **Motor Oil:** Homeowners must not allow oil or other vehicle fluids to drip or contaminate the asphalt or concrete. Cleaning of oil or any vehicle contaminants will be charged back to the homeowner.

Window Covering - Window Sun Screens

No aluminum foil, sheets, newspaper, window film, tablecloths or other materials shall be used for window coverings that are visible from the exterior of the unit. All window coverings visible from any street, Common Elements, or neighboring unit shall be those installed at purchase, or replacements as approved by the Board.

Approved sunscreens may be installed by Homeowners. Please contact the Management Company for information on the approved sunscreens.

Window & Exterior Doors (including garage overhead door)

All windows and exterior unit doors are the responsibility of the Homeowner. The Homeowner must replace and maintain all windows and doors. If replacement is necessary, the Homeowner may only install approved windows and doors. Please contact the Management Company for information on the approved windows and doors.