

WARNER RANCH MANOR UNIT II

Rules and Regulations

Issued November 3, 2008

Revised January 5, 2017

As a homeowner in Warner Ranch Manor Unit II, you are part of a planned community of 62 owners and members of Warner Ranch and Warner Ranch Manor Unit II Homeowners' Associations. Your Homeowners' Association (HOA) was established to keep Warner Ranch Manor Unit II a pleasant place to live and to preserve your property values.

To establish this lifestyle, Covenants, Conditions and Restrictions (*CC&R's*) have been recorded with the Maricopa County Recorder on the subdivision which becomes applicable to all owners through their deeds. To compliment the *CC&R's*, these guidelines have been provided by the Board of Directors of the Homeowners' Association.

These rules and regulations were made for the protection of your investment and lifestyle. Some of the rules were drawn up from the Warner Ranch Covenants, Conditions, and Restrictions, City ordinances, and Maricopa County Codes and others for protection against insurance problems as well as for health and safety reasons. If you see anyone violating the rules, take an active interest by tactfully approaching your neighbor yourself or notifying the Management Company.

1. **Architectural Additions or Changes** – Any change, addition and/or alterations including but not limited to gates, gazebos, storage sheds, painting, landscaping, or any other change to the exterior of the home must have prior written approval from the Warner Ranch Manor II Homeowners' Association as well as the Warner Ranch Master Association.

Warner Ranch Manor II Architectural request forms are available through the Management Company.

Proceeding without approval may prove costly to a homeowner should the request be disapproved and have to be removed. Please send requests to:

Warner Ranch Manor II

2. Common Area - Our common area may be used by any resident for family or group parties. Please notify the Management Company of your plans.

3. Front Yard Landscaping and Tree - Front yard lawn, landscaping and trees are maintained by the HOA.

- The HOA is responsible for the cost of removing a dead or dying tree, grinding the stump and filling the hole on a resident's front yard property.
- Homeowners are responsible for the cost of replacing a dead or dying tree located on their front yard properties, with approval of the variety and placement of the tree.
- Homeowners are responsible for damage to their driveways and / or walkways caused by a tree located on their properties.
- The HOA is responsible for maintaining the sidewalks adjacent to the streets and for maintaining the walkways in the common areas.

4. Assessment Collection Policy – The following policy has been implemented for the collection of Association assessments for Warner Ranch Manor II. The payment is paid on a semi-annual basis.

1st Payment is Due: January 1st

1st Payment is Late: February 1st ~ Late Charge is assessed.

2nd Payment is Due: July 1st

2nd Payment is Late: August 1st ~ Late Charge is assessed.

If payment is not received 90 days after the due date a lien is filed and further legal procedures are commenced to collect the delinquent assessment.
(Additional costs are borne by delinquent homeowner.)

Note: There will be a \$35.00 charge to the homeowner for checks returned due to insufficient funds.

5. **Leasing** – Any homeowner who leases his unit must provide the Management Company within 10 days of transaction:

- A. A copy of the lease,
- B. Name(s) of tenant(s),
- C. Home and work phone number (s) of owners and tenant(s),
- D. Tenant's signature affirming the receipt of the CC&R's and Rules and Regulations.

6. **Parking** – All residents and guests are to park their vehicles in the garages and driveways. Parking on the street is prohibited by Warner Ranch Master Association's CC&R's: Reference page 43, Section 10 (a):

No private passenger automobiles or pick-up trucks shall be parked upon the Property or any roadway adjacent thereto except within a garage, in a private driveway appurtenant to a Residential Unit, or within areas designated for such purpose by the Association (or by the applicable Residential Association, if any).

A. On Street Parking – The City of Tempe Fire Department requests that homeowners not park their vehicles on the street in the subdivision. Street parking can delay the Fire Department or Paramedics during an emergency.

1. On-street parking is **not** permitted within Warner Ranch Manor II.
2. Trailers, campers, motor homes, boats or other RV vehicles may not be parked on or adjacent to the lot except for loading or unloading purposes. Warner Ranch Master Association has storage available for such items. They can be reached at 602-957-9191.
3. Vehicles without current registration parked in the visitor or on the street will be subject to towing at anytime.
4. Immediate towing without notice will be commenced if a vehicle blocks another's ingress and/or egress, especially emergency vehicles.

B. Visitor Parking – Visitor parking spaces are to be used by guests only. Homeowners may not park in the visitor parking without prior written approval of the Association. Any homeowners parked in the visitor parking area without the Association's approval will be subject to tow at the owner's expense. Additionally, any guest vehicle left parked in visitor parking for a period of 48 hours or longer without prior written approval of the Association is subject to tow at the owner's expense.

7. Pet Responsibility – Due to the Maricopa County and the City of Tempe ordinances, all pets are to be on a leash. The pet owner is responsible to immediately clean up after his/her pet. If a pet problem should arise, the Association's management company would be happy to assist in communicating with the offending owner. Please submit such complaints in writing giving a description of the problem, the pet and name and/or address of the owner. The Association must be advised of pet problems in writing since they are not easily verified otherwise.

8. Pool Rules

- A. The use of the pool area has been restricted to 5am – 11pm.
- B. Please be considerate and keep noise to a reasonable level at all times when using the pool.
- C. Additional or lost pool keys may be purchased for a fee determined by the board. Keys may be obtained by contacting the Management Company.
- D. Warner Ranch Manor Unit II guests must be accompanied by an adult resident. The pool area is not for exclusive use of any one resident.
- E. Parent/guardian supervision of children 14 years and under in the pool area is mandatory. In addition, no child 14 or under is allowed in the Jacuzzi.
- F. Glass containers are not permitted in the pool area at any time.
- G. Proper swimwear is required in the pool and Jacuzzi. (i.e. no jeans, cutoffs, etc.)
- H. Stereos and radios are to be kept at a reasonable level. Please respect your fellow homeowners and turn down the volume if requested.
- I. Trash containers and ash trays are provided for you to help keep the area clean. Please use them.
- J. Pool furniture is to be kept in the pool area only.
- K. Absolutely no pets or animals allowed in the pool area.
- L. No diving, running, or horseplay in the pool area. In addition, no bicycling, skateboarding, skating, etc. allowed in the pool area.
- M. Please turn off the Jacuzzi jets after use.
- N. Please make sure to close and lock the pool entrance/exit gates. At no time may the pool gate be propped open.

***** WARNING, NO LIFEGUARD ON DUTY! *****

8. **Signs** – One “For Sale” or “For Lease” sign shall be permitted provided:
A. Its dimensions shall not exceed eighteen (18) inches by twenty-four (24) inches.

B. The sign must be constructed and installed in a professional manner and in accordance with all City and State Law.

9. **Trash** – Please do not put your trash container out prior to 6:00 p.m. the day before trash pick up days. After the trash has been collected, remove and store your container out of sight before sundown the day of collection. This will keep the neighborhood looking neat and uncluttered.

10. **Bulk Pickup** – Bulk Pickup is scheduled by the City of Tempe. Go to www.Tempe.gov to find the day of pickup. Trees, bulk items, and rubbish may be placed in front of your home two (2) days prior to the scheduled pick up. Any debris placed out early may be subject to removal at owner’s expense.

11. **Nuisance** – Noise from stereos, televisions, pets, parties, vehicles, etc., must not be imposed on other residents or their guests. Residential and Common Area premises shall not be used in such a way or for purposes which cause property damage, may endanger health of, or unreasonably disturb residents of the community.

Fine Policy –

Any infractions of these Guidelines and Regulations or CC&R’s by an owner, tenant, resident family member, guest, licensee or agent may result in a fine against the applicable unit owner as follows:

First Offense: The owner will be given written notice of the offense.

Second Offense: The owner will be fined \$25.

Subsequent Offenses of the Same Type: The fine be doubled with each subsequent offense and the owner’s membership rights may be suspended.

Failure to comply can result in a lawsuit or other sanctions approved by the Board. In such lawsuit the owner must appear in court before a judge who will render a decision.

Owners are responsible for paying the costs of repairs and replacement of any applicable violation in addition to the fines noted above.