

Amberwood Manor
Homeowners Association Rules and Regulations
Owners Version
Revised July 2007

These rules are intended for Owners, Owners' tenants: and all occupant, guests and invitees of Owners and of Owners' Tenants. Everyone must abide by the following rules. The Owner is ultimately responsible for all of the Tenant's actions and inactions, Tenant's guest's actions and inactions, Tenant's invitees' actions and inactions and Tenant's, occupants actions and inactions.

OWNER RENTAL REQUIREMENTS:

- A. Owners must have all prospective tenants fill out application forms.
- B. Adult occupants must sign lease agreements provided from owners that is in compliance with current Arizona State Statutes (Arizona Landlord Tenant Act).
- C. Owners must do a criminal background check on all prospective tenants. Applicants who have been convicted of any criminal offense, per Crime Free Lease Addendum, in the last 5 years must be denied.
- D. Applicants who have been convicted of a felony, which involved the health, safety, and welfare of others, must be denied.
- E. Owners must have tenants understand and sign the Mesa Crime free Lease Addendum. If a tenant is not able to adequately read English, an Amberwood Rules and Regulations Lease Addendum in Spanish must be provided and signed by applicable tenants.
- F. Owners must have tenants understand and sign the Amberwood Rules and Regulations Addendum. If a tenant is not able to adequately read English an Amberwood Rules and Regulations Lease Addendum in Spanish must be provided and signed by applicable tenants.
- G. The Board may request from owners, at any time copies of tenant lease addendums, leases, applications, and background checks.

Activities on this property such as, but not limited to: disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, consumption of alcohol in the common areas of the community, public drunkenness, disorderly conduct, domestic violence, child abuse, assault, burglary, theft, possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property, requires immediate eviction of tenant and any and all occupants within. After a notice is served requiring the owner to evict tenant(s) in question, the owner is given an opportunity to be heard on the matter before the board within the indicated number of days stated in the violation notice. If matter is not timely resolved, fines will be assessed to owners maintenance account.

GROUNDS UPKEEP: *The association will require each Owner's participation and assistance to maintain the property common grounds. Therefore, Owners must assist the Board by ensuring that neither they, their guest's, nor their visitor's litter anywhere within the community. Obviously, littering is subject to the imposition of a notice, hearing and fine.*

PROPERTY UPKEEP: *Exterior of buildings and all accessories attached to the building that is in view from the common areas of the community must be in good repair at all times. Damaged or poor conditioned building accessories such as but not limited to: doors, door jams, windows, window screens, window treatments, stucco walls, stair railings, concrete steps, patio landings and wood trim must be repaired immediately.*

OWNER PENALTY ASSESSMENT POLICIES:

Any and all violations of these Rules and Regulations are subject to the following fine policy. All fines are assessed to the owner's maintenance account.

- A. *A letter notifying the owner of a violation will be mailed to the owner providing an opportunity to be heard before the Board of Directors within the indicated number of days as stated in the violation notice before a fine is imposed. After the opportunity to be heard and failure to timely resolve the violation, a fine between \$100.00 and \$300.00 may be assessed against an owner/owner's maintenance account. Each time a same or similar violation is noticed by management and not cured within the time limits of the notice, the owner will receive a new opportunity to be heard before another fine is assessed for a same or similar violation. The owner is responsible for the actions of the tenant, and the actions of all occupants, invitees and guests.*
- B. *The fining schedule is as follows:
Violations deemed extreme in nature will require a \$300.00 fine
Violations requiring a second notification will be a \$100.00 fine
Violations requiring additional notifications will require a \$200.00 fine per each infraction.*

Owner Penalty Assessment Policies Continued:

- C. *If on site security or the police department reports to the Association a violation of a tenant, tenant's guest's, tenant's invitees' and/or occupants of the apartment in violation, the Board will issue a notice to the Landlord requiring the Landlord to serve the tenant / occupants the appropriate violation notice (tenants names must be on the violation notices served). The owner must submit to the Board a copy of the noncompliance notice served to the tenant within 10 days from receipt of notification. Failure to provide the Board copies of the noncompliance notice will result in a fine of \$100.00 per infraction after the Owner has the opportunity to be heard on the matter providing the allegations are supported.*
- D. *Anytime a crime is committed on-property which involves a tenant, or occupants, or tenants' guests or invitees and the responsible owner fails to resolve the noncompliance as instructed in the violation notice served, the owner will be assessed a fine of \$300.00 per infraction after the Owner has the opportunity to be heard by the board on the matter providing the allegations are supported.*
- E. *When the association issues to an owner a violation notice demanding an immediate eviction of all occupants of a unit, the owner must submit to the Association within 5 days of notification receipt signed copies of the following documents: a signed lease agreement by all adult occupants, a signed Crime Free Lease addendum, a signed Amberwood rules and regulations Addendum, proof of application of all adult tenants on the applicable lease agreement and a criminal background check on all adults on the applicable lease agreement. Failure to provide said documents will result in a \$50.00 fine per document if not receive within the required time frame.*
- F. *A \$25.00 Certified Mail Delivery fee will be assessed to an owner's maintenance account when the Association is required to issue a Violation Notice accompanied with a fine.*
- G. *A \$25.00 Statement Delivery Fee will be assessed to an owner's maintenance account when the Association is required to issue a Delinquency Statement after the 20th of each month for all balances owing (including monthly dues, fines, late fees statement and assessment fees) on said account.*
- H. *A \$50 Certified Letter Delivery fee will be assessed to an owners maintenance account when the Association is required to issue a Demand Statement notifying the owner that the delinquent account will be forwarded to the Association's attorney for collections if not paid in full. If payment remains delinquent, a foreclosure lien against owner's building will ensue.*

COMMUNITY CURFEW / LOITERING:

This Community Supports the City of Mesa Code/Ordinances, including City Curfew and Loitering Laws. Children under sixteen years of age shall not be allowed in the common areas of the Community after 10:00pm.

COMMON AREAS:

- A. Tenant will be required to reimburse Association for all damages to common area.
- B. Climbing or hanging onto trees, walls, carports, roofs or any elevated surface is prohibited.
- C. Firearms, BB guns, pellet guns, sling shots, bows and arrows or any similar devise is prohibited.
- D. Bicycles, skateboards, toys, etc. are not to be left in common areas.
- E. Plastic pools are prohibited.
- F. Absolutely no littering.
- G. Children and adults are prohibited to play with or adjust sprinkler systems.
- H. Garage sales or any retail-oriented businesses are not permitted within the community.
- I. **The consumption of alcoholic beverage of any kind or opened alcoholic containers is prohibited throughout the common areas of the community.**
Violation of this rule is enforced by tenant eviction from the Amberwood Community.
- J. Tenants are not allowed to play in community streets or the parking lot.

PATIOS AND BALCONIES:

- A. Storage of any items except for lawn furniture and bicycles is prohibited. Storing items under stairs is also prohibited. Lawn furniture must be maintained. The Board reserves the right to disapprove any item that is considered offensive, in poor condition or in any way distracts from the overall aesthetics of the community.
- B. Clothing, bath towels, laundry, rugs, swimming suits, etc., are not to be hung on railings or balconies.
- C. Personal barbecue pits must be stored on the resident patio areas when not in use. Stored barbecue pits must be clean and in good condition at all times. Barbecue pits when in use must be removed from the patio area and placed a minimum of 5 (five) feet from any structure or walkway. A responsible adult must attend to the barbecue pit at all times when in use.

GARBAGE:

- A. All garbage is to be placed in dumpsters. Under no circumstances will residents leave garbage/trash, boxes, abandon furniture, etc., outside of the dumpsters or common areas.
- B. Only personal refuse is to be deposited into the complex dumpsters. Landscape refuse, office garbage, and all forms of furniture are strictly prohibited. Littering in common area is prohibited.

ANIMALS:

- A. Only 1 dog, under 10 pounds, cat or caged bird per apartment without Board approval. All additional household pets are prohibited.
- B. "Assisted animals" required by disabled residents is acceptable. Resident must provide medical documentation from doctor for Board approval.
- C. Pets are not to run loose in common areas. When outside, pets are to be on leash in hand and under control of owners. If any animal is found loose or chained unsupervised, the Board may remove the animal from the Amberwood community and deliver to the animal pound at pet owner's expense.
- D. Tenants are required to clean up after their pets. No pets shall be allowed to soil any portion of the common areas.
- E. Owners are to keep their pets from making any unreasonable amount of noise or becoming a nuisance.
- F. If a pet attacks a resident or guest, pet owner will be required to permanently remove the pet from the Amberwood community.

NOISE:

- A. At all times be considerate of neighbors. Noise from stereo, TV, parties, vehicles, dogs barking, etc., must not impose, effecting the quiet enjoyment of others, upon neighbor's day or night. All noise levels are to be kept at low levels.
- B. When vehicles enter the Amberwood complex, music must be turned down immediately. Music is considered too loud when it can be heard from outside the vehicle.

DAMAGES AND RESPONSIBILITY:

- A. Owners are responsible for the actions of their tenants and their guests. If tenants, occupants, tenant guests, and invitees damage private or common property, the tenant's owners shall compensate for all damages.

ARCHITECTURAL CONTROL:

- A. The exterior side of all curtains and mini-blinds must be white, off-white or of natural color.
- B. Only items specifically designed for window treatments may be used as window coverings. Blankets, sheets, tablecloths, etc., are prohibited.
- C. Reflecting or foil materials are prohibited as window treatments.
- D. Holiday decorations are permitted as long as they are conservative and in good taste. Decorating must be removed within 15 days of the holiday.
- E. Improvement, alterations, and repairs that in any way alter the exterior appearance of the building are prohibited without written approval by the Board.

VEHICLES AND PARKING AREA:

- A. Each unit is provided with one covered parking space. Residents shall park only in their assigned parking spaces and all guests to park in non-covered parking areas. Those vehicles that are parking in other residents assigned parking will be towed.
- B. All vehicles must park "front end forward" in all parking stalls. Vehicles in violation will be towed.
- C. Speed limit is 10m.p.h.
- D. Abandoned vehicles are subject to towing at owner's expense. Vehicles are considered abandoned when 1) Vehicle license plate is missing, 2) License plate tags are expired, and 3) Appear to be inoperable, immobile or neglected during a reasonable period of time. Parking lot will not be used for storing or selling vehicles.
- E. Vehicles exceeding ¾ ton, boats, RVs Trailers, stored camper shells, or camper shells exceeding the size of a truck bed or height of the cab, shall not be permitted to park at Amberwood.
- F. Vehicles and/or trailers containing landscape debris (lawn clippings, tree clippings, weeds, etc.) may not park their vehicles within the Amberwood Community. Debris must be removed from vehicles prior to entering Amberwood.
- G. Vehicles shall not be repaired, serviced, constructed, or reconstructed in the parking lot or common areas at any time.
- H. The use of vehicles on sidewalks, grass or planted areas is prohibited.
- I. Joy riding, cruising, recreational driving of any motorized vehicle within the community is not permitted. This includes "toy" type motorized vehicles – gas and/or battery operated.
- J. Violation of Rules "A" through "J" may result in vehicle being towed at vehicle owner's expense and reimbursement to Amberwood HOA for possible damages. If vehicle has the potential of affecting the health, safety, or welfare of tenants, occupants or tenant guests, the vehicle may be towed immediately without notice.

SECURITY:

The Homeowners Association and Management are in no way responsible for the security of owner's tenants, occupants, tenant's guests, and tenant's invitees. If the Association provides security services, they are there for the betterment of the community helping tenants, occupants and tenants guests adhere to the Community Rules and Regulations only. On site security is not to be relied upon for police security. Owners, tenants, occupants, and tenant guests are to contact the Mesa Police Department when in need of security protection. Owners and tenant's understand that they are solely responsible for any injury that may be sustained by the criminal act of other owners, tenants, any third person or anyone else while at the Association property. Owner and tenants are instructed to obtain insurance coverage for any perceived danger to property or person. Owner and tenant warrant that they shall not rely on the Association or Management for any type of safety for any person or property.

MESA CRIME FREE MULTI-HOUSING PROGRAM:

The Amberwood Community supports the Mesa Crime Free Multi-housing Program. All owners, managers, and tenants, occupants, tenant guests and tenant invitees are required to follow program policies.

HOMEOWNER ASSOCIATION FEES AND LATE PAYMENTS:

Association fees are currently \$300.000 per month per building and are due on the 1st of each month, payable to Amberwood Manor HOA. If payment is not received or postmarked by the 20th, there is a \$25.00 late charged placed on the owner's account. Should association dues and late fees continue to be delinquent beyond a reasonable time period, the Amberwood board reserves the right to file a lien on owner's property and turn the delinquent account over to the Associations attorney for collections.