

SAHUARO TOWNHOUSES INC.

Rules of Ownership

3-31-98, amended 1-28-06; 5-4-10, 8-4-11, 1-26-12, 5-2-13, 3-1-15

MONTHLY HOA FEE:

1. The fee is due on the first day of the month. A late penalty of \$10 is charged if not paid by the 15th of the month (*Arizona law, August 2005*). Monthly fee is paid directly to the treasurer or president.

SALES DOCUMENT FEE:

1. A copy and mailing fee, payable to Sahuaro Townhouses Inc., is charged for documents provided by the HOA at the time of a sale. Documents provided shall be the CC&Rs, Bylaws, Rules of Ownership, Proof of Insurance, Financial Report, and Resale Disclosure Statement.

SWIMMING POOL:

1. The Pool is for your use and such guests as you desire.
2. The gate must be kept locked at all times. A key is provided to each owner and is to be returned to a Board member, should you move.
3. All children under 18 years of age must be accompanied by an adult (over 18 years of age) when using the pool.
4. No running, jumping, diving, loud noise or loud music is permitted at any time.
5. Notice of the desire to use the pool for a private party is to be posted on the bulletin board at least one week prior to the date of the party. All Association rules apply when a party is held.
6. No glass containers are to be in the pool area and all disposables are to be removed when you use the pool.
7. Absolutely no oil is to be used on your bodies. This damages the filter and results in added expense, which could affect everyone's pocketbook.
8. The pool pump area is restricted to maintenance personnel and Board members, unless special permission is given to an individual by a Board member.

PARKING:

1. Restricted to the capacity of carports and driveways. Parking is not permitted on unpaved areas; the two visitors' spaces near the dumpster may be used for short-term parking only.
2. Residents requiring additional parking spaces for guests should contact other owners for permission to use a vacant spot in their carport. Other options are the Kennedy School lot along 28th Street. No exceptions due to the fire lanes on the street of the Sahuaro complex.
3. No items are to be kept in the carports except for vehicles and firewood.

HOME MAINTENANCE:

Home maintenance is the responsibility of the individual homeowner. HOA dues cover upkeep of comm.-on areas, including landscaping, the street, pool, and water and electricity used by the pool and sprinkler systems. The HOA carries Catastrophic Insurance only, and damage done by lack of home maintenance is not covered by HOA insurance. Homeowners are urged to buy personal condo policies to cover the homes' interiors, their possessions, and roof (including gutters and drainage pipes), which is the homeowners' responsibility in accordance with *Article VII, Section 1* of the CC&Rs as amended Nov. 7, 1983.

DUMPSTER:

1. All boxes **must be flattened** prior to placing in the dumpster for efficient use of the space.
2. Do not put unpackaged *garbage* in the dumpster. Recyclables should not be bagged.

MISCELLANEOUS:

1. To keep the street clean, carports should be swept and leaves picked up prior to hosing.
2. All owners should help keep our grounds clean, including the area along 28th Street.
3. The fruit of the orange and lemon trees is for your pleasure, but please don't overtake.
4. Each owner is responsible for the area in front of their storage room.
5. The use of the grassy areas for exercising pets (with you in attendance) is allowed, but any dishonorable discharge must be cleaned up by you immediately. In accordance with Article II, Section 1 of the CC&Rs and in compliance with Phoenix City Code Article 2, Section 28-6, all dogs must be on a leash beyond its owner's carport and all droppings must be picked up and disposed of. Violations will incur a fine of \$10 for the first offense and \$25 for each offense thereafter.
6. No changes may be made to the units without presenting a proposal in writing to the Board and receiving permission to make the change.
7. The roof of each home is the owner's responsibility and is not covered by our Association insurance, nor is damage to carports due to leaking roofs.
8. Please help Board members by being on the lookout for anything needing attention or repair and report such to one of them.

RENTALS:

1. Rentals are restricted to no more than two of the 12 units at any one time. Owners of rental units and their tenant(s) are required to complete a Rental Control Agreement Form and sign the Crime-Free Addendum. The forms will be supplied by the Board of Directors and should be returned to the Board before the tenant moves in.

Rental privileges are null and void when the rented unit has been vacant for 60 days after the last renter(s) moved out. The owner loses rental privileges, and that privilege is accorded to the next owner petitioning the board for rental privileges. The unit no longer permitted to be rented thus may be owner-occupied, placed for sale, or placed on the rental waiting list, subject to the CC&Rs' restriction of no more than two units rented at one time.

TAPING OF MEETINGS:

In accordance with Arizona SB2245 (July 19, 2011), audio and video taping of general and board meetings (except executive sessions required by law), is permitted under the following guidelines:

1. Written notice must be given to the board 24 hours in advance.
2. Recording equipment must be set up in place 15 minutes before the meeting begins, where designated by the board, so as not to cause obstruction; no sound or light emissions.
3. HOA does not provide or pay for the equipment or equipment rental.
4. Meeting will not stop if equipment fails.
5. Board is to be provided, free of charge, an *unabridged copy* of the tape within 10 days of the meeting.
6. Tapes cannot be disseminated outside the HOA without consent of the board and anyone seen or heard on the tape.
7. Non-HOA member cannot tape or record without the Board's written consent.
8. Written minutes remain the legal official record of all HOA meetings.