

SUMMERFIELD UNITS 1 AND 2 HOMEOWNERS ASSOCIATION

Rules & Regulations Revised January 1, 2016

Please refer to the Associations Operative Documents for further information regarding the Rules & Regulations. Because of your closeness of your neighbors, it is especially important that you adopt a lifestyle that takes them into consideration. These rules should be treated as common courtesies towards all owners/tenants. Summerfield 1 and 2 Homeowners Association will be referred to as the "Association."

Unless otherwise noted, capitalized terms have the same meaning as provided for in the Amended Bylaws of Summerfield Units I & II Homeowners Association, a Nonprofit Corporation.

Note: *Following these Rules does not eliminate the need to review the Bylaws and Declaration and comply with all restrictions contained therein, or applicable local, state, or federal laws. In addition, the Board has adopted resolutions on certain aspects of Association governance that may apply.*

VEHICLES & CARPORTS

CLEAN YOUR CARPORT of dirt, cobwebs and all items left out in open carport. Storage of car parts, paper, furniture, boats, trailers, appliances and other materials, is not permitted to be left in the open carport, only in the storage closet. The only item allowed in your open carport area is an operable, currently licensed vehicle. All vehicles shall be kept with a clean operable appearance with no items being visually stored in the vehicle. Tip for removing oil stains is to use a product called Floor Dry (or similar product) or use kitty litter.

NO STORAGE OF UNUSED OR DISABLED VEHICLES is allowed on the Association premises or in the carports. This includes vehicles with non-current registration, expired license plate tags, flat tires, or in disrepair.

BOATS, TRAILERS, RECREATIONAL MOTOR HOME VEHICLES may be parked on the Association premises only long enough to load and unload them; 4 hours in any 48-hour consecutive period. They cannot be otherwise parked or stored upon the property.

PARKING: All residents must park in their carport or behind their building. You are allowed only two parking spaces, the one in your assigned carport stall, and the asphalt area immediately behind your assigned carport stall. If you own several vehicles, you must park all of the others off of the Association property. There are two guest parking spots behind each building for guests and visitors of the building they are behind. Parking anywhere other than your two parking spaces can result in a fine or the vehicle being towed off at the expense of the vehicle's owner. Owners are allowed to park in the guest spots behind their building.

LARGE TRUCKS over one (1) ton must be parked on the city streets, outside of Association property.

SWIMMING POOL PARKING LOT south of the pool area is for swimmers and non-resident guests only.

LEAKY VEHICLES must have an oil or fluid drip pan under the vehicle to catch drips, and pan must be cleaned on periodic basis to keep fluids off the Association's carport floor.

NO MAJOR REPAIRS CAN BE MADE ON MOTOR VEHICLES: All minor repairs *must* be completed within a 24-hour time limit, from start to finish. Some of the automotive repair work considered as a major repairs are motor and transmission rebuilds, painting, and auto body repair. No repairs to vehicles

should continue from the same residence on a repeated on-going basis. All tools, containers, and car parts shall be picked up at the end of each day.

NO CAR WASHING is allowed upon any area of the property unless a site has been selected and approved by the Board. (No site at this time has been approved)

SPEED LIMIT within the Association is 5 mph. Fines will be levied for speeding.

NO PARKING OF VEHICLES ADJACENT TO OR IN FRONT OF TRASH DUMPSTERS in the Guest Parking spaces or spaces behind the carports that block trash pickup, on days of pickup. Currently, pick-up days are Tuesdays and Fridays for regular dumpsters, (Tan Color), and Mondays and Thursdays for recycle dumpsters, (Green Color) or as otherwise posted on trash containers. Violators will be subject to a fine and vehicles will be towed at the owner's expense.

NO PARKING OF VEHICLES IN THE FIRE LANES (RED CURBED AREAS) at any time for any reason. These areas are indicated by red paint. This is also a City of Scottsdale Ordinance, for which the city will impose fines upon any owner. **These areas are for emergency Vehicles only.**

NO STORAGE OF ANY HAZARDOUS, TOXIC, OR FLAMMABLE substances in the Association carports, or storage rooms. The management company and/or Board of Directors reserve the right to inspect any storage premises without notice if such substances are suspected to be kept in the storage room.

ANIMALS

DOGS, CATS AND/OR OTHER HOUSEHOLD PETS may be kept, provided that they are not raised, kept, bred, or maintained for any commercial purposes. Owners must keep their pets under control at all times including leashing their pet when outside of the boundaries of their Unit. Excessive noise from animals is subject to fines. Pets cannot be chained or tied up outside of the boundaries of a Unit without supervision.

PET NOISES, ODORS, ETC., are the pet owner's responsibility. Keep pet areas clean, odorless, and quiet. If your pet disturbs neighboring residents with smells, or sound you must take corrective measures to eliminate these disturbances if you wish to avoid fines.

PET WASTE: All owners are required to pick up waste from their pets. Any owner cited for not picking up after their pet and properly disposing of the waste in the trash containers will be subject to fines. Pet waste stations have been conveniently placed throughout the Association community. **(This is also a City of Scottsdale ordinance and can be subject to police action, and a city fine.)**

LAUNDRY ROOMS

CLEAN UP THE LAUNDRY ROOM AFTER EACH USE. The Association is not responsible for cleaning the laundry rooms and disposing of the trash. The trash removal and cleaning and up keep of the laundry room is the responsibility of the owners, and, or residents of each building. Cleaning of the lint screen in the dryer is a safety issue, and is the responsibility of the laundry room user after each wash cycle. Not keeping up on the cleanliness of each building's laundry room can result in a \$100.00 fine plus the cost of the laundry room clean up, for each unit in a Association building, whether the unit uses the laundry room or not. Laundry rooms will be periodically checked and documented for cleanliness.

KEEP YOUR LAUNDRY MOVING as others may be waiting to use the machine.

IF LAUNDRY MACHINES DO NOT WORK call the Association's laundry company whose name and phone number is posted in each of the laundry rooms. Be sure to have the Association's name "Summerfield I

& II HOA”, your name, address and building number that posted on the back of each building between the carports available for them at the time of your call.

NO HOT WATER OR WATER LEAK to the washer or the water heater. Call and report this to the Association Management Company.

LOST LAUNDRY ROOM KEYS: Copies of all laundry room keys for each building are retained by the Association’s Management Company. A lost, damaged, stolen, or non-transferred Laundry Room key will require the owner to purchase a new key through the Association’s Management Company at an expense of \$50.00 per key in addition to any other costs incurred to replace or fix a damaged lock by a locksmith. Replacement keys shall be requested by the Owner and paid for in advance of keys being made or repairs being made. Owners are strongly urged to have a second copy of the laundry room key in case the original key is lost. Changing of locks or keys by an Owner is not allowed and is a violation of the rules.

SWIMMING POOL

POOL HOURS ARE POSTED ON BOTH ENTRY GATES: Pool usage outside of these times is prohibited except when being serviced or when special approval for use (in writing, in advance) is given by the Association Board of Directors.

USE OF THE POOL is limited to the Association homeowners, tenants and their guests. Each Unit is limited to no more than five guests at any one time unless prior written approval by the Board is given, including parties. Access is with a key only. No jumping the fence or propping the pool gate open shall be allowed.

NO GRILLS are allowed within the Association’s fenced in pool area unless prior written approval by the Association Board is given for this use.

ALL PERSONS swim and use the pool are to follow the Association rules, and regulations and they are using the Association pool at their own risk. **NO LIFEGUARD IS ON DUTY.**

NO INTOXICATED PERSONS or persons having an infectious disease or open sores or cuts shall be permitted to use the Association pool.

ALL GLASS OR BOTTLE CONTAINERS are forbidden by the Maricopa county health code, in or about the fenced pool area. This is for the safety and health of all owners, residents and guests using the Association pool.

INDIVIDUALS UNDER THE AGE OF FOURTEEN (14) are not permitted in the fenced pool area unless accompanied by an adult, proof of age shall be required during a pool visit if asked.

NO RUNNING, DIVING, JUMPING, rough play, nudity, offensive language or excessive loud noise is permitted in or around the pool area.

NO FOOD, GUM OR ANY EDIBLES in pool area at any time, unless there is prior approval by the board in writing.

SWIMMING SUITS are the only attire permitted in the pool water. No nudity, cut-offs, or other non-swimwear are permitted. All individuals who are not toilet trained or who are incontinent are required to wear a waterproof diaper and rubber pants.

POOL PLAY EQUIPMENT shall be confined to small rings and balls. Large play equipment such as rafts should be considered only when the pool is not crowded. Do not play or tamper with any life saving equipment unless it is directly being used in a life saving situation.

ALL TRASH, cans and cigarette butts are to be placed in the proper containers. All scraps, empty cans, etc. shall be picked up and removed from the fenced pool area before leaving.

FURNITURE: Other than furniture provided by the Association or personal folding lounges and chairs, furniture shall not be used in the pool area, nor shall furniture supplied by the Association be removed from the pool area under any circumstances. Furniture shall not be climbed on, used to jump in the pool, or placed near fencing or gates.

ALL POOL USERS shall shower before entering the pool water and use the restroom facilities, not the swimming pool.

HAIR ACCESSORIES, LOTIONS, OILS shall be removed prior to entering the pool. Please limit any hair accessories to fabric hair ties, rubber bands or plastic berets.

JUMPING OVER MAINTENANCE AREA AND POOL FENCE, GATES, PICKING OR ALTERING LOCKS/JAMS, AND PROPPING GATES OPEN shall not be permitted at any time. Jumping over the pool or maintenance area fence or gates, and propping gates open by a resident, family member, tenant, guest or invitee can result in a \$150.00 penalized fine, plus property damages, and/or loss of pool privileges against the homeowner and their tenants, guests or invitees.

ALL POOL USERS shall be on a first come, first serve basis regarding the use of the pool furniture.

BICYCLES, TRICYCLES, SKATEBOARDS, roller skates/blades and the like are prohibited in the Association's fenced-in pool area and around the immediate area surrounding the pool.

ALL ANIMALS, including; cats, dogs, or other pets, are prohibited to be in the Association pool or within the fenced in area surrounding the pool.

ONLY BATTERY OPERATED RADIOS, televisions, tape recorders and other electronic devices shall be permitted in the pool area. Noise from these electronic devices shall not disturb other residents in the community; otherwise the device and the owner of the device shall be asked to leave the Association pool area. Repeat offenses shall result in a \$100.00 fine for each occurrence.

LOST POOL KEYS: A lost, damaged, stolen, or non-transferred Pool key will require the owner to purchase a new key through the Association's Management Company at an expense of \$50.00 per key in addition to any other costs incurred to replace or fix a damaged lock by a locksmith. Replacement keys shall be requested by the Owner and paid for in advance of keys being made or repairs being made. Please note keys can only be requested by the owner, and additional keys will only be made if the Unit Owner is in good standing with the Association, no violations, or owed dues or assessments.

ARIZONA IS NOTED FOR CHILDHOOD DROWNINGS!!

POOL FENCES AND PENALTIES: The Association pool is regulated by the Maricopa County Health Department and some of the regulations are enforced to meet the county regulations. Not obeying the rules for the pool can result in the pool being closed buy Maricopa County and the police can be called. Any infraction of these pool rules and regulations by a homeowner, resident family member, tenant, guest or invitee can result in a \$150.00 penalized fine and/or loss of pool privileges against the homeowner and their tenants, guests or invitees.

DOORS, WINDOWS, DECKS, AND PATIOS (Prior Architectural Approval Needed)

UNIT FRONT DOORS: Owners are responsible for door repairs and the door color must match the trim color of the building. Any replacement of an existing front door must receive the prior written approval of the Association's Architectural Committee. Replacements are allowed to be solid, or with a small window at the top of the door, or framed glass doors will be allowed if the glass that is opaque frosted so that nothing inside can be seen from the outside of the building. No French glass pane doors are allowed.

UNIT SLIDING GLASS PATIO DOORS: Owners are responsible for sliding glass patio door repairs. Any replacement of an existing sliding glass patio door must receive the prior written approval of the Association's Architectural Committee. Replacements are allowed to be solid glass with a locking frame, no French glass pane style doors are allowed.

New or replacement sliding glass patio doors shall be matching style to what is currently installed, or with a frame of a Bronze anodized Aluminum, or a white plastic frame with UV inhibitors. Light colored Low 'E' glass is permitted. The glass shall not be deep dark in appearance, mirrored, or appear differently in size or style from the original sliding glass doors in the Association. This determination is subject to the Architectural Committee's prior approval. All new windows shall be pre-approved by the Association with the submittal of an Architectural request form, with photos, a verbal description of the windows, a drawing showing dimensions of the sliding glass door, and a brochure showing the style of side-to-side door.

SECURITY AND SCREEN DOORS: New or replaced shall be as follows: Screen or storm Doors shall be a Dark Anodized Bronze Aluminum color. Security doors shall be black in color. Prior to installation, approval by the Architectural Committee in writing with the use of an Architectural Request Form is required.

WINDOW BUG SCREENS: Regular insect screens are required, and are the responsible of the owner for properly maintaining their window screens in a neat appearance, gray or brown in color.

WINDOW COVER SHADE SCREENS: Any shade screen must receive the prior written approval of the Association's Architectural Committee. All shade screens shall have a Dark brown/Bronze Anodized Aluminum, frame with a Dark Brown screen. This would cover the entire window area of all windows in each Unit. Screens shall be in two parts to cover the two sections of each window opening and allow for emergency access.

ALL WINDOWS must be kept in a properly maintained condition with no broken glass, cardboard, or wood in openings. Any replacement of an existing window must receive the prior written approval of the Association's Architectural Committee. New or replacement windows shall be matching style to what is currently installed, or with a frame of a bronze anodized aluminum, or a white plastic frame with UV inhibitors. Light colored Low 'E' glass is permitted. The glass shall not be deep dark in appearance, mirrored, or appear differently in size or style from the other windows in the Association. This determination is subject to the Association Architectural Committee prior approval. All new windows shall be pre-approved by the Architectural Committee with the submittal of an Association Architectural request form, with photos, a verbal description of the windows, a drawing showing dimensions of the windows, and a brochure showing the style of side-to-side, sliding windows.

WINDOW COVERINGS: NO FOIL, WINDOW TINTING, BLANKETS, ETC., are permitted in windows. Proper window coverings are required i.e. drapes, mini-blinds, shutters, etc. Window coverings that are dark, mirrored, offensive, discolored, torn, damaged, bent or broken are not permitted and can be required to be removed or replaced by the direction of the Association board.

PATIOS AND PENTHOUSE DECKS shall be kept free of garbage, debris, trash, animal waste, laundry, storage or flammables.

NO CARPETING IS ALLOWED to be affixed to the Association penthouse balcony patio decks due to moisture retention resulting in rotting of building's deck.

ALL PATIO COVERS must be kept in a properly maintained condition. Homeowners are responsible for their own patio covers including painting and repairs. Construction of patio covers shall be approved by the Architectural Committee with the submittal of an Association Architectural request form and a scaled drawing showing dimensions of the structure and all construction materials called out. The patio cover is required to be in accordance with the City of Scottsdale, building permit ordinances. The patio cover must be painted or stained to match the building trim color, with matching color and style of rolled roofing or roofing shingles. All patio covers once constructed are the responsibility of the owner, and shall require maintenance work from time to time as requested by the Association for up keep and appearance. If patio covers are not maintained properly a fine shall be imposed according to the fine schedule, and the structural integrity and appearance may be turned over to the City of Scottsdale Zoning and code enforcement for additional actions and fines.

PATIO SHADE SCREENS: No tarps, or make shift sunscreens will be allowed. Some hanging shade screens will be allowed if approved by an Architectural Request form in writing by the Architectural Committee of the Association. Any shade screen is the property of the owner and shall be maintained in working order, in a clean non-broken, non-faded, non-tattered, non-stained or discolored appearance. Patio table umbrellas are allowed if not obtrusive or offensive colors, images, or wording and they are contained within the area of the patio. Patio umbrellas need to be maintained by the owner/occupant in working order, in a clean non-broken, non-faded, non-tattered, non-stained or discolored appearance.

NO OPEN FLAMEDGRILLS OR GAS DEVICES are permitted under any covered or on any penthouse balcony patio. Electric grills are permitted in these cases. Owners are responsible for any smoke damage to exterior of building. ***PLEASE NOTE: City of Scottsdale fire code only allows electric grills on patio decks, and under covered patios.***

PATIO GATES: All patio gates are partially the responsibility of the owner. Normal maintenance of the gates is the responsibility of the Association. However, repairing any damage caused by the negligent actions or abuse of an owner or their family, tenant, or guest and lock damages are the responsibility of the homeowner. The Association does not keep copies of keys to the locks on patio gates, nor are the locks on patio gates the responsibility of the Association.

PATIO LANDSCAPE PLANTS: A Homeowner can install plants on their patio as approved by the submittal of an Architectural Request form to the Association. The homeowner is responsible to maintain the plants on the patio, and if these plants grow and cause problems, or issues with the building or roofs the Association has the right to have the plants trimmed, or removed at the homeowner's expense.

PLANTS ON PATIO DECKS: All plants kept on the Association penthouse balcony patio deck shall be required to have a drip saucer or pan under each pot or planter, to keep standing water off the deck and to catch the runoff water from settling on, and damaging the deck. **Watering plants with a hose is a violation**

No items other than flower pots shall be allowed on the top of exterior patio walls. No towels, rugs, signs or other items will be allowed on walls.

No washing of patio decks or patios onto asphalt drives, or parking areas within the association.

MISCELLANEOUS

TRASH: Garbage shall be placed inside the dumpsters immediately and is not permitted to be stored or left outside the dumpster or the Unit. Large items, including but not limited to, furniture, Christmas trees, large boxes, furniture, etc. are not permitted to be placed or left around dumpsters or in carports. Any residents placing items on or around dumpsters that are too large for regular trash pick-up, are subject to fines and any additional cost to remove the item as the waste collection company will not pick these up. The Association has recycling dumpsters that are GREEN in color and only recyclable materials shall be placed in these dumpsters.

Couches, chairs, desks, T.V.'s etc. and other such large items of furniture should be taken to Goodwill on Scottsdale Road, just north of McDowell Rd, or call other pick-up services to be recycled.

NO EXTERIOR CLOTHESLINES shall be erected or maintained and there shall be no drying or laundering of clothes on the balconies, patios, porches or other areas. This includes hanging of rugs, towels, sheets, etc., on fences or penthouse balcony railings or other areas of the property.

NO LAUNDRY ROOM OR CARPORT STORAGE CLOSET DOORS, shall be left open or ajar, when not attended.

SIGNS: Signs are not permitted on any part of the Unit or Property except for the following in good taste: (a) Commercially-produced for sale/for rent signs not exceeding eighteen by twenty-four inches and an accompanying sign rider not exceeding six by twenty-four inches, may be placed wholly within an interior window or on the gate; (b) Open house signs placed wholly within an interior window in accordance with applicable law (Open houses will be permitted between the hours of 8:00 AM and 6:00 PM); (c) Such other signs required by legal proceedings or which cannot be prohibited by law; and (d) Such other signs that are approved by the Board.

TREE AND ROOF CLIMBING is prohibited. Roof access is allowed for limited work purposes. (Access to the roofs must be requested from the Association prior to the need.) Please note Homeowners are responsible for any damages to the roofs as a result of their actions or their service people they hire. These are:

1. Repair and replacement of air conditioning units
2. Window cleaning, repair or replacement.
3. Patio roof cover additions.

Homeowners shall notify the management company of any roof access. In case of an emergency a phone message with; Owner's name, address, and phone number must be left with the management company.

TOYS, BICYCLES, SKATEBOARDS, ETC. must be stored out of sight from the common areas, and shall be stored in storage closets in carport or inside the unit's fenced patio area.

RECREATIONAL ACTIVITIES: Skate board ramps, rollerblading, roller-skating, skateboarding, games played with balls or other recreational activities are not allowed in the parking areas, carports, or driveways due to vehicular traffic, and safety concerns. Playing with balls, and games played with balls is prohibited in the lawn or granite areas for safety and property damage reasons.

VEHICULAR NOISES: Vehicles in the Association that produce excessive loud noises from mufflers, or stereos are subject to a violation.

NUISANCES: No Unit shall obstruct, interfere or become a nuisance to any other Unit in the Association. This would include loud music or noise, offensive language, loud parties, animal noise or smells, etc. For more information, please see Article XII, Section 6(B) of the Bylaws.

SATELLITE DISHES AND TELECOMMUNICATION DEVICES: None of these items are permitted to be installed on any building without prior written Architectural Request form consent by the Association's Architectural Committee or Board. If approval is given, all devices must be installed on the building roof fascia wood or the building wood trim.

ARCHITECTURAL IMPROVEMENTS: Any improvement that would change the exterior appearance on any building must have written approval from the Architectural Committee prior to installation. Examples but, not limited to these items are: painting, monuments, statues, flags, screens, lights, doors, patio covers, gates, fencing, etc.

STRUCTURAL MODIFICATIONS: Any and all interior and exterior structural modifications to a unit must have approval by the Architectural Committee prior to the commencement of any work.

UNAPPROVED ARCHITECTURAL IMPROVEMENTS: Not submitting an architectural form as required by the Operative Documents will result in a \$250.00 fine and may result in its immediate removal at the owner's expense. If left unapproved, an additional fine of \$250.00 will be assessed on a monthly basis until improvements are approved, revised, or removed as requested by the Architectural Committee, or the Association's Board.

COMMERCIAL USE: The property shall be used only for residential, recreational and related purposes. No lot or any part of the Property shall be used, directly or indirectly, for any business, commercial, manufacturing, industrial, mercantile, automotive repair, vending or other similar purpose except (a) for activities such as computer-type work, real estate-type work and similar non-visible indoor activity, not obvious to or bothering the neighbors.

COMMON AREA WATERING SYSTEM: No alterations shall be made by any resident to the sprinkler of drip system. If you require service to a watering system, please contact the management company.

COMMON AREA LANDSCAPING: No alterations shall be made by a homeowner or tenant without an approved architectural request form.

DAMAGES TO ASSOCIATION PROPERTY IS PROHIBITED: Damages created by an owner, their guests, tenant, or a hired vendor is a violation, and the cost to repair the damages created are the sole responsibility of the owner, that created the problem, their guests, tenant, or a hired vendor that created the damages.

WATER/GARDEN HOSES shall be rolled up out of the landscaped area or stored when not in use.

HOLIDAY DECORATIONS in good taste are permitted within Units or on patios or balconies beginning no more than 30 days before a holiday and must be removed within 20 days after the holiday. Holiday decorations are not permitted on the common elements.

YARD SALES: Summerfield Community Yard Sales will only be allowed with prior approvals from the Board. The Association may elect to hold a community yard sale from time to time, and will notify homeowners and tenants of this in advance to the yard sale.

CARPORT STORAGE ROOM KEYS are the responsibility of the Owner. The Association does not provide additional storage room keys. Damage to storage room doors and door frames are the responsibility of the Owner, and shall be replaced with matching type doors and frames, painted to match the other carport storage room doors and frames.

LOCKS AND KEYS TO ASSOCIATION FACILITIES: Changing of these will be considered a violation, and will be considered property damage to the Association. The repair to these will result in additional repair or replacement costs to the owner who is responsible. This includes actions by the owner's tenant.

MAILBOX KEYS are not kept by the Association. If you cannot get into your Mailbox, you will need to contact the U.S. Post Office on the west side of Scottsdale Road just north of McDowell Road, and meet with your letter carrier to have them unlock your box. USPS duplicate mail Keys typically cost \$50.

FLAG DISPLAY: Every owner shall be permitted to install a flag for the outdoor display of flags subject to the following reasonable restrictions:

1. The flag mounted on a bracket must not encroach upon the common elements or another owner's property.
2. There shall be no penetrations of exterior stucco of the building for any mounted bracket.
3. Only the following flags may be displayed, and such flags must be displayed in a manner consistent with the Federal Flag Code (P.L. 94-344): the United States flag, the Arizona state flag, the flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, the POW/MIA flag, an Arizona Indian Nations flag, or the Gadsden flag;
4. No more than two (2) of the flags noted above may be displayed at any one time. The maximum size of each flag permitted is 4'x6'.
5. Owners must take reasonable efforts to mitigate the noise created by the flag attached to a bracket and all related hardware;
6. If the flag, or its installation, causes damage to any other Unit or the common elements, the owner shall be responsible for all damage caused;
7. The Architectural Committee must approve any flag, or its lighting., with an Architectural Request Form.

WASHER AND DRYERS: No washer or dryers will be allowed to be installed on patios, balconies, carports, or in carport storage closets. These items can be installed inside a Unit after the written approval of an Architectural Request Form submitted with a sketch of the installation location within the residence.

RESIDENT INFORMATION FORM/TENANTS: Article XII, Section 5 of the Bylaws requires Unit Owners to provide the Association a completed Unit Registration Form within 15 days of occupancy. This resident information form is being requested from all Owners so that the Association has certain general information and emergency contacts. Failure to submit a completed Unit Registration Form within 15 days of occupancy is subject to an initial fine/penalty of \$25, which may be further increased if non-compliance continues.

In addition, any owner intending to lease their Unit must provide the Association's manager a completed Tenant Tracking Form with respect to any tenant occupying their Unit. In addition, the Owner must pay the Association's community manager an administrative fee of \$25.00 for each new tenancy (not renewal). It is the responsibility of the owner or the owner's agent to advise the tenant of all restrictions in the Operative Documents. The owner is responsible for compliance with the Operative Documents by the tenant and for any violations committed by the tenant. Rentals for less than 30 days are not allowed pursuant to Section 13 of the Declaration. Failure to remit Tenant Tracking Form within 15 days is subject to a fine/penalty.

FINE POLICY

Pursuant to Section 33-1242 of the Arizona Revised Statutes and the Operative Documents, the Board of Directors has the power to impose monetary penalties upon the Owners of Units for any violations of the Operative Documents regardless of whether the violation was committed by the Owners, their family members, tenants, or guests.

At any time, as determined in the sole and absolute discretion of the Board, the Association may choose to forego any courtesy or violation letters in favor of other enforcement tools available including but not limited to self-help, immediate action by its legal counsel, etc.

Upon the discovery of a violation, the Board may send a courtesy letter to the Owner(s) informing them of the violation and requesting that it be remedied. If a satisfactory response is not obtained within 10 days, or if the Board elects to forego the courtesy letter, the Board may send a violation letter to the Owner(s) ("Violation Notice"). This Violation Notice shall inform the Owner(s) of the nature of the violation and what must be done to remedy the violation. This Violation Notice shall also give the Owner(s) an opportunity to be heard by the Board and an opportunity to contest the violation within 10 business days prior to imposing any monetary penalties.

If the Owner does request a hearing, then the Board will schedule a hearing date and inform the Owner in writing.

If the Owner contests the violation in writing within 10 business days of the Violation Notice, the Board will provide a response to the Owner within 10 business days of receiving a request for a hearing or a notice contesting the violation to include the following information:

1. A date and time for the hearing;
2. The provision(s) of the Operative Documents that has been violated;
3. The date the violation(s) was observed, and
4. The name of person(s) who observed the violation.

If the Owner does not request a hearing within 10 business days of the Association's Violation Notice or after any requested hearing, the Board may impose reasonable monetary penalties. These monetary penalties may apply retroactively to the date the violation was observed. For violations which continue, the Board may impose reasonable daily/monthly monetary penalties for each subsequent day/week/month of the violation and such continuing penalties shall continue to accrue until the Owner(s) notifies the Board that the violation has ceased and the Board has confirmed that, this, in fact, is the case.

If the violation ceases but reoccurs again within a 12 month period from the date of the first violation, it will be considered a recurring violation from the prior offense. The Association will send a second Violation Notice which will give the Owner(s) notice of the new occurrence of the same violation and give the owner(s) 10 business days to request a hearing or otherwise respond to the Violation Notice before a monetary penalty is imposed. However, the monetary penalty may be imposed retroactively to the date that the violation occurred.

All letters referenced herein, unless otherwise stated, shall be sent by regular mail or by hand delivery at the last-known address of the Owner(s).

The Board generally intends to levy monetary penalties relating to a Violation Notice (not the initial courtesy notice, if any) according to the penalty chart included as part of this Violation Policy. However, the Board reserves the right to levy a monetary penalty in a different amount as determined in its discretion, including daily, weekly, or monthly penalties for recurring offenses, based on the nature of the offense, the number of violations, and any other relevant factors as determined by the Board of Directors. Furthermore, with respect to subsequent Violation Notices beyond those listed on the penalty chart, the Board shall determine the amount of the monetary penalty in its discretion by considering the same factors noted above. The amount of any monetary penalty so established by the Board of Directors shall range from \$25.00 to a maximum of \$1,000.00 for one-time penalties or daily, weekly, or monthly penalties for recurring violations of up to \$500 per day. The Board reserves the right to exercise any means allowable by Arizona law to collect the fines imposed.

In the event that the Owner(s) fails to pay a penalty within fifteen days of the requested due date, the Association may deem the penalty delinquent and impose a charge for the late payment of the penalty. The late charge may not exceed the greater of fifteen dollars or ten percent of the amount of the unpaid

penalty. In addition, if the Owner(s) refuses to pay the penalty, the Board reserves the right to pursue collection of all outstanding amounts via all legal means available to the Association. In the event that the Association is awarded a judgment against the Owner(s), the Owner(s) will also be responsible for all costs and reasonable attorney's fees incurred by the Association.

See violation graduating Monterey fine schedule below.

The Board reserves all remedies, including the right to bring an action for injunctive relief.

Summerfield Units 1 and 2 Home Owners' Association Standard Violation fine structure:

Violations are typically reviewed every several weeks and can result in additional fines if no action is taken in response to the previous violation.

Violation Occurrence Number	Standard Violation Action
1	Courtesy Violation Notice Letter
2	\$150.00
3	\$200.00
4	\$300.00
4 or more	As determined by Board, up to \$1,000.00 per observation.

SUMMERFIELD UNITS 1 AND 2 HOMEOWNERS ASSOCIATION
c/o Vision Community Management
16625 S. Desert Foothills Parkway,
Phoenix, AZ 85048
(480) 759-4945 * 480-759-8683 Fax

TENANT TRACKING FORM

Pursuant to Arizona state law which goes into effect on July 24, 2014, completion of this form is required if you rent out your home. Each time a new tenant moves into your home, a new form must be completed and \$25 fee paid. If the form is not fully completed or not returned within 15 days from the initial mail date, a \$15 late fee will be charged.

Owner's Name: _____ Owner's Phone: _____

Owner's Address: _____

Property Address: _____ Owner's Email: _____

When filling out this information, write N/A if the line is not applicable.

Name(s) of Adult(s) and Contact Information:

- | | | |
|----------|--------------|--------------|
| 1. _____ | Phone: _____ | Email: _____ |
| 2. _____ | Phone: _____ | Email: _____ |
| 3. _____ | Phone: _____ | Email: _____ |
| 4. _____ | Phone: _____ | Email: _____ |

Lease Term:

Start Date: _____ End Date: _____

Check here if you would like both you and your tenant to receive violation letters

Vehicles:

- | | | | |
|---------------|-------------|-------------|-------------|
| 1. Make _____ | Model _____ | Color _____ | Plate _____ |
| 2. Make _____ | Model _____ | Color _____ | Plate _____ |
| 3. Make _____ | Model _____ | Color _____ | Plate _____ |

Return this completed form with a check for \$25 payable to Golden Valley Property Management.

Mail to:
Vision Community Management
16625 S. Desert Foothills Parkway
Phoenix, AZ 85048

Fax to:
480-759-8683

Email to:
Summerfield1@wearevision.com

SUMMERFIELD UNITS 1 AND 2 HOMEOWNERS ASSOCIATION
c/o Vision Community Management
16625 S. Desert Foothills Parkway,
Phoenix, AZ 85048
(480) 759-4945 * 480-759-8683 Fax

UNIT REGISTRATION FORM

Owner's Name: _____ Owner's Phone: _____

Property Address: _____ Owner's Email: _____

Owner's Address (if different): _____

Owner's Vehicles (if residing in Unit):

1. Make _____ Model _____ Color _____ Plate _____
2. Make _____ Model _____ Color _____ Plate _____
3. Make _____ Model _____ Color _____ Plate _____

Emergency Contact:

Name: _____ Phone: _____

I acknowledge that I have received, read, and understand the Association's governing documents, including the Rules and Regulations. I understand that I am responsible for abiding by the governing documents, including the Rules and Regulations, and that I am also responsible for the compliance of my family members, guests, and tenants. I will provide copies of the Rules and Regulations to any tenant or other occupant of my Unit to help limit the potential for violations.

Owner's Signature

Date

Owner's Signature

Date

SUMMERFIELD UNITS 1 AND 2 HOMEOWNERS ASSOCIATION
c/o Vision Community Management
16625 S. Desert Foothills Parkway,
Phoenix, AZ 85048
(480) 759-4945 * 480-759-8683 Fax

Notice of Installation of Antenna on Individually-Owned or Exclusive-Use Area

Owner(s): _____

Address: _____

Phone (Day) _____ (Evening) _____

Type of Antenna: _____

Direct broadcast satellite 18-inch other Size _____

Television broadcast

Multi-point distribution service Size _____

Internet Size _____

Company Performing Installation _____

Identify Installation Location: Patio Balcony
 Other Indicate "other:" _____

Date Installation Performed: _____

Please indicate the method of installation. _____

Will the installation be in compliance with all Association guidelines (which include manufacturers' guidelines and applicable building codes)? Yes No

Please provide three days and times for which you are available to meet with us to discuss antenna installation. At this meeting, you will need to provide information supporting the necessity for non-routine installation.

Is a mast necessary for reception? Yes No

If yes, is the mast required to extend more than 12 feet above the roofline? Yes No

I will comply with all of the Association's rules for installing, maintaining, and using antennas. I assume liability for any damage to Association and other owners' property that occurs due to antenna installation, maintenance and use.

Signed: _____ Date: _____