

Summer Place Phase II Homeowners Association Rules and Regulations

Summer Place Phase II Homeowners Association is a community of 217 homes. It is important to each owner that the community maintains a high financial and aesthetic value. The Covenants, Conditions and Restrictions (CC&Rs), which provide the legal protection needed to maintain a quality community, was signed and accepted by each owner.

The following rules are taken from the CC&Rs and are a general guideline for harmonious community living and are intended to support and strengthen the Use Restrictions found on pages 10 through 14 of the CC&Rs.

Architectural Control

The community was planned by architects and seeks to carry out a uniformity of design in landscaping and exterior building appearance. Therefore, changes and alterations are discouraged. The CC&Rs state:

1. No change in front yard landscaping design, and
2. No exterior additions, changes, or alterations, and
3. No additional fences shall be constructed without the written approval of the Board of Directors or an appointed Architectural Control Committee.

A request for a change must be in writing on the current Architectural Form. The form can be obtained from the Community Manager or from the community website.

Autos – Repair and Maintenance

Any repairs, maintenance, rebuilding or repainting of vehicles must be done within the enclosed Homeowner(s) garage. Normal washing and polishing of a private auto is allowed in the driveway area.

Board of Directors

The Board of Directors has five members elected at the annual meeting of the Homeowner(s). Any Homeowner(s) is eligible to become a Board member, providing their voting rights are not under suspension.

General Restrictions

The following are prohibited:

1. No prefab or temporary buildings or structure on any lot.
2. No storage of machinery, equipment, or lumber on any lot.
3. No rubbish or debris can accumulate on any lot. Trash must be in covered containers.
4. No clotheslines visible above the rear fence.
5. No noise shall disturb the community or neighbors to the point where the noise is considered a nuisance.

Insurance

The Association shall maintain insurance and liability on the common area in an amount determined by the Board of Directors. It is the owner's responsibility to maintain coverage on their home, walkways, driveways and all personal possessions. Any intended claim against the Association must be communicated through the management company.

Maintenance Fees

The maintenance fee (Assessment) is a monthly payment that is due the first day of every month and set forth more fully in the CC&Rs. Payment should be made to Summer Place Phase II. See current Fine and Collections Policies for late fees and additional collection fees for outstanding assessments.

Management Company

The managing agent carries out the directives of the Board on a day-to-day basis and is responsible for overseeing the community at the direction of the Board.

Pets

Only generally recognized house pets are allowed. See Section 2, page 11 of the community CC&R's. Dogs must be on a leash as required the City of Mesa. Homeowner(s) will be responsible for ensuring the pet waste is disposed of properly in both the Homeowner(s) property and the communities' common areas. See the Maricopa County Health Department website for details: <http://www.maricopa.gov/publichealth/>

Parking

Summer Place Phase II streets are owned by the City of Mesa, as such all residents and renters must adhere to the City of Mesa Code 10-3-25. See Article VIII, Section 12 of the CC&Rs for further restrictions.

Tenants/Leasing

Homeowners who lease their properties must register online with the Management Company at: www.homeownerresources.com within 30 days of commencement of the lease.

Homeowner(s) or contracted agent must provide Tenant with copies of the CC&Rs, Bylaws, and all other Rules and Regulations of the Association.

Homeowner(s)/agent(s) shall inform contracted tenants that trailers, motor homes, over-sized trucks and boats may not be parked on any street for longer than the City of Mesa Parking Ordinance allows.

The tenant will receive copies of the first three violation notices, newsletters or community mailings.

The Tenant is entitled to participate in all activities as if they were a Homeowner(s) except for voting rights, which are restricted to the Homeowner(s). Tenants are required to follow all Bylaws and Rules and Regulations of the Association. It is the Homeowner(s) responsibility to keep the Tenant informed of these Regulations. Any fines for violations will be billed to the Homeowner(s). **All leases must be made to single families.**

Signs

The only signs in the front yard allowed are:

- For Sale
- For Rent
- Security
- Other signs required by Arizona state law

Voting Rights

Homeowner(s) shall be entitled to one vote for each lot owned. In the event a Homeowner(s) shall have payments of any amount due or in default in the performance of any of the terms of the CC&R's for a period of 30 days or more, the Homeowner(s) right to vote shall be suspended until all payments are brought current and all defaults remedied.