

## **RULES AND REGULATIONS**

The following section represents the majority of restrictions that apply to residents of Heritage Village III. However, McCormick Ranch and Heritage Village III CC&R's, Trust Agreements, Declarations of Restrictions and McCormick Ranch's "Restrictions and Architectural Control Criteria" contain additional rules not included here that further regulate resident's activities. If you have questions regarding these "Rules and Regulations", or others not contained in this document, you are encouraged to contact the Property Manager.

These rules, and others created by the Board of Directors, have been established for the mutual benefit of all the residents of Heritage Village III. As such, we have had excellent cooperation from our homeowners and tenants in following these restrictions. However, the Board of Directors has established an enforcement policy involving warning letters, fines and liens on property for those cases where residents fail to comply with Association rules.

The Board of Directors has also established a procedure whereby homeowners may appeal formal rulings or punitive action taken by the Association. Prior to any penalty or formal ruling becoming effective, homeowners will have the opportunity to appeal the Board's decision either in writing or at a meeting held for the purpose of hearing the appeal. Penalties and formal rulings issued by the Board will be in writing and letters to homeowners imposing fines or formal rulings will contain specific appeal procedures. A separate procedure established for appeals of late fees on assessments is described in Rule 1 of these Rules and Regulations.

Homeowners should be aware that they own their units in "fee simple", and that this includes the land between the front of their unit and the curb. "Fee simple" ownership represents absolute ownership of real property and is subject only to the basic powers of government, any encumbrances, and any deed restrictions. The impact of this in Heritage Village III is that, despite the Association's willingness to provide water, mowing, trimming, etc., the maintenance and appearance of the area from the front of the unit to the curb is the responsibility of the Homeowner.

Revised January 2013

## **1. PAYMENT OF ASSESSMENTS**

All regular quarterly assessments, as determined by the Board of Directors, shall be payable in advance and on the first day of each quarter (January 1, April 1, July1, & October 1).

Any quarterly assessment not paid in full by the end of the first month of each quarter will be considered delinquent and monthly statements will be sent to the homeowner which will include a one time late fee of 10% of the amount of the assessment. In the event that the delinquent account is not paid in full, including the late fee, by the end of the third month of the quarter, a lien may be filed on the property.

Homeowners desiring to appeal a late fee to the Board of Directors must submit a written appeal or a request for a hearing to the Property Manager. Late fees become effective at the end of the second month of the quarter in which the account becomes delinquent and appeals, or requests for hearing, must be received by that date.

In the event that it becomes necessary to file a lien on a delinquent property, the lot owner will also be liable for lien filing charges, court costs, reasonable attorney fees and any other collection costs.

Should the Board of Directors declare a special assessment, the same schedule of penalties will be imposed for delinquent payments.

## **2. NON-OWNER OCCUPIED UNITS**

Homeowners who do not occupy the unit themselves remain responsible for the occupant's compliance with the Association's Rules and Regulations. Occupant violations will be directed to the homeowner for corrective action, and any fines or other penalties resulting from these violations will be assessed against the owner of the property.

The owner of a non-owner occupied unit is responsible for providing a copy of these Rules and Regulations to the occupant of the unit. Additional copies may be obtained from the Property Manager.

On occasion, the Association provides emergency services to HVIII homeowners that are also extended to other occupants living in the complex. In order to facilitate these services, it is strongly recommended that the Property Manager be provided the name and telephone number of the current occupant.

City of Scottsdale zoning ordinances prohibit a lease or rental agreement for a period of less than 30 days for residential property as in Heritage Village III. Violators will be reported to the city's Code Enforcement Section for investigation and appropriate action. Violations may also result in a fine by the Association.

### **3. PLANTINGS**

Trees, shrubs and flowers planted on common ground are the property of the Heritage Village III Homeowners Association and will be maintained and replaced by the Association. Individual homeowners are not permitted to plant in the common areas.

Homeowners own the plantings in front yards, patios, courtyards, atriums and entryways and are responsible for promptly replacing plants that die. Homeowners are free to landscape their units as desired as long as the general appearance is professional and in keeping with the other units in the complex. However, Association maintenance of plants is limited to southwestern varieties similar to those originally installed by the developer (e.g. lantana, bougainvillea, sage, oleander, etc.). Roses, fruit trees and other plants not indigenous to the area must be trimmed and maintained by the homeowner. The Association's maintenance of front yards, patios, courtyards and entryways includes trimming, weeding and cleanup 10 times per year and fertilizing once per year. Atrium maintenance will be performed only if requested at the time of regular unit servicing.

Homeowners may request the Board of Directors to consider removal of trees on common ground immediately adjacent to their units. Requests should be made in writing to the Property Manager and state the reason for removal and if a replacement tree is desired. If approved, these removals will be accomplished by the Association, but at homeowner's expense. Other affected homeowners will be queried prior to approval by the Board.

Plants not served by the common landscape watering system must be removed, or other provisions made for maintenance, if the homeowner plans to be absent for any period of time.

Shrubs and trees located in patios or entryways will not be allowed to overhang into the common area if considered unsightly by neighbors or if the branches interfere with maintenance of the lawn.

### **4. HOME USE RESTRICTIONS**

No part of the premises shall be used for visible business, professional, commercial, religious or institution purposes.

## **5. HOUSEHOLD PETS**

No animals, fish, reptiles or birds of any kind shall be kept on any lot in such a manner as to cause a hazard or nuisance to other residents. Pets such as dogs and cats must be on a leash when being walked. Prompt collection and disposal of a pet's droppings is the responsibility of the \*homeowner. Droppings left in patios or courtyards may result in adverse action by the Association. City of Scottsdale dog litter ordinances can result in large fines for violators.

## **6. PARKING RESTRICTIONS**

Resident's passenger vehicles, trucks, vans and campers (<sup>3</sup>/<sub>4</sub> tons or less) may only be parked on the driveway or in the garage. For convenience, however, such a vehicle may be parked on the street for a period of not more than two hours. It is preferred that these vehicles be kept in the garage if possible.

Resident's larger trucks, vans and campers (over <sup>3</sup>/<sub>4</sub> tons), as well as trailers, boats, etc., and any resident's commercial vehicles are not permitted to be parked on the street or driveway at any time, but must be kept in a garage.

On-street parking is restricted to deliveries, pick-ups, short-term guests and invitees, and residents as limited above. Parking on the street overnight is prohibited.

Except that none of the above three paragraphs applies to public service vehicles, fewer than 10,000 pounds rated gross weight that are subject to being called out for emergency deployments. This includes not only police and fire department vehicles but also such on-call emergency vehicles as are controlled by a resident who is employed by a government agency, or a public service company which is regulated by the Arizona Corporation Commission. Any such vehicle qualifying for this exception must bear an official emblem or other visible designation of the qualifying agency. Such qualifying vehicles may be parked at any time on any street or driveway.

No vehicle is permitted to remain on any lot in any manner that could be construed as being stored, neglected, abandoned, or otherwise not being in frequent use. Vehicles that are for sale may not be parked on streets or driveways with a "for sale" sign displayed.

Construction materials and/or dumpsters are allowed to occupy driveways as necessary for unit maintenance or renovation, but the Association reserves the right to interject itself if there is no sign of activity or progress over an extended period.

## **7. REAL ESTATE, POLITICAL AND SECURITY SIGNS**

The indoor or outdoor display of one political sign by an Association member on that member's property is authorized, except that it may not be displayed earlier than forty-five days before the day of an election and later than seven days after an election day. The maximum dimension of such a sign is twenty-four inches by twenty-four inches.

The indoor or outdoor display of a for sale or a for lease sign and a sign rider by an Association member on that member's property is authorized, including a sign that indicates the member is offering the property for sale by owner. The size of a sign offering a property for sale or for lease shall be in conformance with the industry standard size sign rider which shall not exceed six by twenty-four inches.

Temporary Open House signs may be used by a homeowner or his/her agent without restriction except that such signs must be of industry standard size. Open House Hours are limited to the hours of 8:00 A.M. to 6:00 P.M.

Two security signs may be displayed, one in the front planting area, and one inside the back patio.

(Approved 11/17/2010)

## **8. ANTENNAS**

No external antenna, other than those covered by Rule 9, may be installed without written permission from the Board of Directors. (See Rule 21).

## **9. SATELLITE TELEVISION DISHES**

Direct Broadcast Satellite, Multi-Point Distribution Service, Television Broadcast Signal and other antenna devices that are one meter or less in diameter may be installed in the most inconspicuous location on the roof that will provide adequate signal reception. Homeowners are requested to contact the Property Manager prior to installing one of these devices. In any case that the dish exceeds one meter in diameter or is to be mounted exterior to the unit roof, the FCC rules are more specific and the unit owner would be well advised to consult with the Property Manager prior to accruing any monetary obligation related to such an installation.

## **10. NOXIOUS OR OFFENSIVE ACTIVITIES**

No noxious or offensive activities may be carried on or permitted on any lot or in any common area. Nor shall anything be done that may become an annoyance or nuisance to the neighborhood. Homeowners are considered responsible for the conduct, deportment and behavior of their tenants, occupants, guests and pets.

## **11. ATTENDING DIRECTORS' MEETINGS**

Any lot owner may attend any regularly scheduled meeting of the Board of Directors as an observer.

Any lot owner may bring a matter before the Board at a regular meeting. At least 24 hours prior to the scheduled meeting, the homeowner or their duly appointed representative must notify the Community Manager that they wish to address the Board of Directors, or an Association Committee on one or more topics. A brief overview of each topic must be included with the request. The presenter is limited to six (6) minutes on the agenda for each topic being presented.

The Board or its designated committee will consider the topic presented, and formulate a response to the homeowner. The response will be communicated to the homeowner in writing by the Community Manager.

A more detailed flow chart of this process is available at the Heritage Village III website.

Regular meetings of the Board normally are scheduled for the third Wednesday of each month. The exception is the months of July, August and December. Homeowners should contact the Property Manager for the time and place of the meeting. (Approved 11/17/2010)

## **12. DAMAGE OR DESTRUCTION OF COMMON AREAS**

The Association will hold the owner liable for all costs of repair or replacement, together with any legal fees or court costs that may be entailed, in the event that any part of the common area is damaged or destroyed by acts of the owner, guests, tenants, occupants, licensees, agents, tradesmen, pets or family members.

### **13. OUTSIDE STORAGE**

No exterior storage of any item of any kind is permitted with the exception of neat small piles of fireplace logs in the patios. This rule applies to garbage containers, camping equipment, boats, gardening tools, bicycles, etc.

### **14. AUDIO EQUIPMENT**

Radios, stereos, broadcast or loudspeaker units or amplifiers may not be operated in such a manner as to cause objectionable noise. This rule applies to residences and common areas, including the swimming pools and ramadas.

### **15. FIRES AND BURNING**

No open fires or burning is permitted on any lot or on any common area. Barbeque grilling, chimeras, and log type outdoor fireplaces on patios are permissible.

### **16. SPEED LIMITS**

No vehicle shall be operated on any Heritage Village III street at a speed of more than 25 miles per hour or in a manner to be considered hazardous to pedestrian traffic. Only the Association's maintenance vehicles are permitted to operate on common ground.

### **17. GARAGE DOORS**

Garage doors shall remain closed when the garage is not in use. However, doors may be left partially open (up to 2- 3 feet) for ventilation purposes during the day.

## **18. SWIMMING POOLS**

Safety is considered paramount in the pool areas. Persons using the pools, spa and the associated areas must observe the following rules:

1. The use of the pools, spa and Ramada areas is limited to residents and their guests.
2. There is no lifeguard on duty- USE POOL AT YOUR OWN RISK.
3. All breakable items are prohibited in the pool and Ramada areas.
4. Children under 12 must be accompanied by an adult.
5. No running, diving, rough play or loud objectionable behavior is permitted.
6. Swimmers must shower and remove suntan oil before entering the pools or spa.
7. Children that are not toilet trained are not permitted in the pools.
8. Residents have priority in the use of all facilities.
9. No furniture shall be placed into the pools or spa.
10. Pets are not permitted in the pool or Ramada areas.
11. Only adults are permitted to use the spa.
12. No smoking is allowed in the pool or Ramada areas
13. No food is allowed in the pool or Ramada areas without prior Board approval.
14. The spa cover should be replaced after use during cooler weather.
15. The gates to the pool areas must be kept closed and locked at all times.
16. Further information on pool activity is posted in the pool area.

## **19. TENNIS COURTS**

Use of the tennis courts is limited to residents and their guests. Rules of Conduct for players are posted at each of the courts. These are listed below:

1. Courts are for Heritage Village III residents and their guests only.
2. Sign up for court time no more than 48 hours in advance.
3. Sign name and date in space provided to reserve court.
4. Maximum sign up time – 1½ hours.
5. No commercial activity is allowed on the courts.
6. Players must wear proper tennis shoes.
7. No smoking is allowed inside of court fences
8. No pets allowed on inside of court fences.
9. Please lock the gates when leaving the courts.

(Approved 10/20/2010)



## **22. UNIT MAINTENANCE**

Homeowners are expected to maintain the exterior of their unit so that it does not detract from the appearance of the surrounding property. In order to insure that a uniform, high standard of upkeep is maintained, the Architectural Control Committee will inspect the exterior of all units annually, plus any additional inspections as may be required. The formal annual inspection will be conducted during the month of November with homeowners being notified in writing of any required corrective action by mid-January. Required corrective action must be completed by March 15<sup>th</sup>.

Monetary penalties for non-compliance will be based on the estimated cost of repair and the number of past violations. Penalties may be assessed each month up to six months or until compliance, whichever comes first. Failure to pay fines could result in a lien being filed against the property.

There are provisions for time extensions and appeals. Homeowners will be advised of these in any correspondence related to this subject.

## **23. EXTERNAL CHANGES TO UNITS**

Both McCormick Ranch and HVIII CC&R's contain restrictions on additions and modifications to the exterior of homes. In addition, the Architectural Control Committees of both Associations have developed further regulations to control specific areas not covered by the CC&R's. Homeowners who desire to make any permanent change to the exterior of their unit must submit a request to the HVIII Board of Directors through the Property Manager. This request must be in writing and contain a complete description of the desired change. The HVIII Board of Directors will consider the proposal and, if necessary, submit it with a recommendation to the McCormick Ranch Architectural Control Committee. No work may be started until written approval has been obtained from the HVIII Board of Directors.

Homeowners are cautioned that seeing the same or similar changes on other units does not relieve them of the requirement to submit a change request.

## **22. GARAGE/ESTATE SALES**

Garage/estate sales must be confined to the interior portion of the unit, i.e. no merchandise, tables, chairs, etc., on the driveway or on the lawn. A unit may not conduct more than one sale every six months and the duration of the sale is limited to two consecutive days. Any desired signs must comply with the "Open House" real estate sign restrictions in Rule 7. These signs may be put in place not more than 24 hours prior to the commencement of the sale and shall be removed within 4 hours after the closing of the sale.

### **23. BANNERS AND FLAGS**

Banners and flags may be displayed for special events or holidays, but for no longer than five days. National flags, military flags, the POW/MIA flag, the Arizona state flag, or an Arizona Indian nation flag may be displayed at any time.

### **24. TRASH BARRELS**

The City of Scottsdale requires their trash barrels to be placed on the street very early the morning of pickup and be removed and stored out of sight as soon as possible after pickup. The Association will not cite residents who place barrels on the street the evening before pickup.

### **25. MECHANICAL REPAIRS**

Automobiles and other type of mechanical equipment shall not be repaired within view of adjoining or neighboring properties.

### **26. INSURANCE**

All Homeowners should remain sensitive to their need to maintain adequate homeowner's insurance on their unit and adequate personal liability insurance. If not adequately insured and a fire should occur in your unit, you not only would lose your investment in your own unit but also might be held liable for damage to your roof mate's unit. In the reverse situation, a fire in your roof mate's unit might destroy your own unit and might leave you with no recourse to recoup your investment.