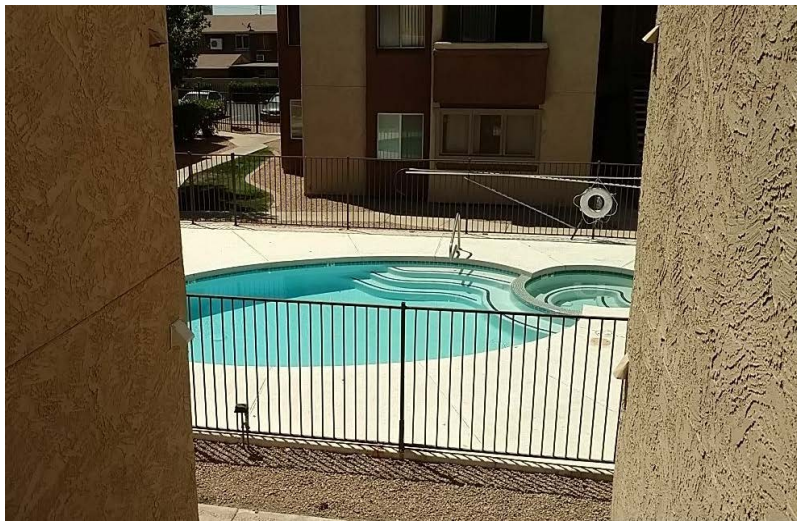


Montego Bay Condominium Association



Rules and Regulations

Adopted July 17, 2017

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MONTEGO BAY CONDOMINIUM ASSOCIATION

Rules and Regulations

Use of the Condominium Unit

- No part of the Condominium shall be used for any purpose except housing for which the Condominium was designed. Each unit shall be used as a private residence.

Common Elements

- **General** - No unit owner shall obstruct any of the common elements nor shall any unit owner place or cause or permit anything to be placed on or in any of the common elements without the approval of the Board.
- **General** - Nothing shall be altered or constructed in or removed from the common elements except with the prior written consent of the Board of Directors, as appropriate.
- **Holiday Decorations** - Holiday decorations may be hung on entry doors only and must be removed within Two weeks of the observed holiday. No holiday decorations may be hung or placed in the common areas.
- **Walkways** - The sidewalks, building entrances and stairwells shall be used for no purpose other than for normal transit.
 - a. No trash is to be placed anywhere in the front door entrance areas.
 - b. No smoking is allowed on stairs and building entrances.
- **Lights** - There shall be no spotlights or other lights in any unit or on any balcony which may reflect upon or cause glare to neighboring units.
 - a. Decorative lighting may be used in the patio areas as long as they are secured in a neat and orderly manner, and are not offensive, intrusive, or obnoxious to neighboring residents.
 - b. Exterior Patio lighting must consist of only clear, white or bug light bulbs. No other colors are acceptable.
 - c. No design changes of outdoor lighting fixtures (only Association style is allowed).
- **Garbage** - All garbage, trash, and recycling materials must be placed in the proper receptacles designated for refuse collection and no garbage, trash, or recycling materials shall be placed elsewhere on any common element.
 - a. All trash must be bagged and secured to fit in the trash bin without spilling over.
 - b. Unwanted furniture, appliances, or other large items are not to be left in common elements. Proper arrangements for pick-up and disposal must be made by the homeowner/resident.
- **Mailboxes** - Do not hang or tape notices/signs on them. Lost keys are NOT the responsibility of the Association OR the Post Office. In other words, it is the unit owner's responsibility to contact a locksmith to have it re-keyed at their expense.
- **Resident Responsibilities**
 - a. Each unit owner shall keep the unit in a good state of preservation, repair and cleanliness and shall not sweep or dispose of or permit to be swept or disposed of there from, or from the doors, windows, patios or terraces thereof, any dirt or other substance.
 - b. No improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, orders, rules, requirements, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be complied with.
 - c. Report burned out lights in the community to the Management Company
 - d. Report gates not closing shut and/or locking properly to the Management Company
 - e. All owners and tenants are required to report any unsafe conditions they may observe to the property to the Management Company and/or Board of Directors.
 - f. Any resident may make a formal complaint to the Management Company regarding violations of the CC&R's or the Rules and Regulations concerning another resident.

Patios

- Objects are not to be placed on or hung over the railings (this includes potted plants).
- No exterior enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a Unit are not permitted on any patio, (except those listed in section C below).
- Outdoor roll-up blinds or sunshades in wood, natural or gray color. ALL patio blinds require board approval prior to installation. Architectural Request Forms can be found on the community management website: www.wearevision.com
- Patios shall be kept clean, maintained, and free of trash and debris. Inspections may be made by the Association with a 48 hour notice.
- Do not shake out rugs or other items from your balcony.
- When sweeping the patios do not sweep debris over the edge, please use a dust pan.
- Be considerate of the neighbor below you when cleaning off the deck.
- No blocking of the drainage holes (you will be held personally responsible for any damages caused from the water not being allowed to flow off the deck area).
- Potted plants *must* have proper drainage to catch the water, so as not to damage the decking and/or cause run-off to units below.
- Only customary patio furniture is board approved and must be kept clean and maintained. No household furniture may be used on the patios.
- Clothes lines are not allowed on patios. No rugs, towels, or other items shall be hung or draped over the patio walls.

Open-Flamed Cooking Devices

- Pursuant to City of Phoenix Fire Ordinance, charcoal burners, chimineas, barbecues (fixed or portable), and other open flame devices are prohibited on combustible balconies, or within 10 feet of combustible construction
- No storage of barbecues on balconies or under stairways will be allowed in accordance with the City Fire Department Interpretation and Applications Manual
- The use of propane gas cylinders on balconies is *strictly prohibited*
- *Only* electric grills and barbecues are allowed to be used for cooking on patios and/or balconies

Architectural/Structural Changes

- ALL exterior changes to the unit must first be submitted in writing to the Management Company and/or Board of Directors for review.
- No alterations, construction or removal of any common elements shall be made without the prior written consent of the Board of Directors.
- All applications for changes to the exterior, fixtures or infrastructure of your residence must be submitted to the Board of Directors via the Management Company. The "Architectural Application" form can be downloaded from the property manager's website: www.wearevision.com
- No changes may be made to any unit or the common elements that may impair the structural integrity of the building or that may structurally change the building nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Board of Directors.

Noise

- No unit owner shall make or permit any disturbing noises or do or permit anything that will interfere with the rights, comforts or convenience of other unit owners.
- All unit owners shall keep the volume of any radio, television, musical instrument or other sound producing device in their units sufficiently reduced at all times so as not to disturb other unit owners.
- No unit owner, occupant or guest shall operate or permit to be operated any such sound producing devices in a unit between the hours of 11:00 PM to 7:00 AM, if such operation shall disturb or annoy other unit owners. This includes, but is not limited to, the operation of dishwashers, clothes washers, clothes dryers, and vacuum cleaners.

Rentals

- No unit shall be used or rented for transient, hotel or motel purposes. A \$500 penalty for short term leasing will be assessed to the offending homeowner account. A short term lease is considered to be any period less than 30 days for which there is a monetary exchange between the lessee and the owner of the unit.
- Units should be rented for a period of not less than one (1) year, and in any case, may not be rented for a period of less than one (1) month.
- The Management Company and/or Board of Directors *must* be notified if your Unit is being used as a rental. You *must* provide them with the lease period, the name and phone number of your tenant and/or your rental agent contact information.
- A copy of the Rules & Regulations *must* be part of the lease agreement.
- Owners shall provide their tenants with a gate remote and gate keys. All Keys are to be purchased only from the Association.
- Owners are responsible for ALL actions of their tenants.

Pets

- There will be no breeding of house pets for commercial purposes in the units or on any of the common elements.
- Animals are not allowed to relieve themselves on any of the decks or patios, they must be taken outside of the immediate walkways to do their business.
- All animal owners and custodians *shall* immediately clean up and properly dispose of feces left by the animal when out exercising their pet.
- All pets must be leashed or otherwise contained when outside the unit and shall not be allowed to run loose.
- No pets will be allowed to make an unreasonable amount of noise at any time DAY or NIGHT. Excessive barking is a violation of the City of Phoenix ordinance.
- Do not feed and/or leave your pet's food dish outside of the unit as this can attract other unwanted animals (i.e. bugs, pigeons, stray cats)

Storage

- No personal property may be stored on the common elements except as designated by the Condominium Documents or by the Board of Director
- No right of storage is given to any homeowner/resident on common or limited common areas.
- All personal property placed in any portion of the building or any place appurtenant thereto, including without limitations, shall be at the sole risk of the unit owner and the Association and Management Company shall in no event be liable for the loss, destruction, theft or damage to such property.

Vehicles

- Bicycles, motorcycles, and mopeds are not to be parked anywhere but in the assigned parking space.
- Residents having a car will be assigned one covered parking space, all other cars must be parked on the street.
- Tenants must park ONLY in their assigned space. Guests must park in the visitor parking spaces.
- No vehicle, truck, or motorcycle maintenance or repairs are allowed anywhere in the community.
- Washing and cleaning any vehicle, truck, or motorcycle is not allowed anywhere in the community.

Pool

- Guests are only allowed in the pool when accompanied by a resident.
- The pool is to be used only between the hours of 9:00 AM and 11:00 PM.
- No Resident under the age of 18 years of age will be allowed in or around the pool at any time without the accompaniment of an adult.
- Be respectful of other people using the pool and the units surrounding the pool by keeping music low and noises at reasonable level.
- Take all your belongings from the pool area when you leave i.e. towels, water toys, floats, etc. along with any trash you've produced.
- Straighten up pool furniture before leaving.
- All of the Maricopa County Health Code Regulations below must be observed along with any other posted signs.
 - a. Persons with sore or inflamed eyes, colds, nasal or ear discharges, boils or other acute or obvious skin or body infections, or cuts shall be excluded from the pool.
 - b. No glass allowed within the pool enclosures.
 - c. No animals allowed except for service animals.
 - d. No tobacco, drugs of any kind, or alcohol of any kind shall be permitted in the pool or within the required walkways of the pool.
 - e. Keep gate(s) closed- DO NOT prop open. You will be held responsible for any damages or accident's of any kind that result from not ensuring the gate is properly locked.
 - f. Shower and use the toilet before entering the pool.
 - g. If incontinent, wear tight fitting rubber or plastic pants or a swim diaper.
 - h. Observe all safety regulations.
- NO LIFEGUARD WILL BE ON DUTY
 - a. Persons using the pool facilities do so at their own risk.
 - b. The Association and Management assumes no responsibility for accident or injury. This does not waive OWNER'S duty of care to prevent injury or property damage where that duty is imposed by law.
- Management reserves the right to close the pool area or to exclude any person from the pool at any time.

Holiday Decorations

- Holiday decorations are only allowed up to thirty (30) days prior to any holiday and must be removed within two (2) weeks following the holiday.

- **Community BBQ Grill**
 - a. The community BBQ grill at the pool is for resident use only.
 - b. Residents *must* clean the inside of the grill and clean the area after each use.
 - c. The gas *must* be turned off after each use. The gas valve is located behind the grill. on the gas line.
 - d. The use of CHARCOAL Briquettes and/ lighter fluid are PROHIBITED in the pool BBQ or anywhere in the community.
 - e. Please be courteous of your neighbors and limit time using the grill.

- **Satellite and Cable**
 - a. Satellite dishes are required to be attached to the roof side of the parapet. All satellite dishes need to be approved by the Board of Directors prior to installing. All satellite dishes that are approved for installation are required to have the **Unit Number written on them in BLACK permanent marker or paint**. All cable or other utility lines are to be securely attached to the building in the most inconspicuous place and painted to match the surface; or buried so not visible or a hazard.

- **Window Coverings**
 - a. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows of a Unit without prior written approval of the Board of Directors.
 - b. Window Covering shall be maintained so that the appearance visible from the exterior is that of white in color.
 - c. No discoloration of window coverings, broken blinds, or broken windows are allowed.

- **Parking**
 - a. No vehicle is permitted to be parked in any fire lane at any time
 - b. No mobile home, camper, tent camper, travel trailer, bus, recreational vehicle, Commercial truck, or boat can be parked on the common elements
 - c. Automobiles, motorcycles, motor bikes and any other type of vehicle shall not be constructed, reconstructed or stored in any Unit or on any common element including the parking area.
 - d. No inoperable vehicle of any kind can be parked on the premises
 - e. All vehicles must be registered and have current license plates and tags
 - f. The Board shall assign one covered parking space to each Unit
 - g. No parking space shall be used for storage or for any purpose other than the parking of vehicles
 - h. The Board has the right to have any vehicle towed when it is violating the rules and regulations. It will be towed at the owners expense/cost.
 - i. Motorcycles are not permitted to be parked in any breezeway or sidewalk area.
 - j. Oil leaks are not permitted. Any motor vehicle with an oil leak must be repaired immediately. The Board of Directors has the right to impose a fine to any home owner who does not promptly repair oil leaks
 - k. Guests must park in open, unassigned guest parking areas.

Charges, Assessments and Complaints

- All charges, fines, fees, and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified.
- Complaints regarding the management of the Condominium or regarding actions of other unit owners shall be made in writing to the managing agent or the Board of Directors.

MONTEGO BAY CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS CC&R VIOLATION AND ENFORCEMENT POLICY

Montego Bay Condominium Association has established the following Enforcement Policy for Covenants, Conditions and Restrictions (CC&R's) violations enforcement, and any applicable monetary penalties for continuing violations. This Policy will be deemed part of the Association Rules and is subject to amendment or modification at any time by majority vote of the Board. This Enforcement Policy for non-monetary violations is adopted in accordance with Arizona's Condominium Act, Arizona Revised Statutes, Title 33 and the provisions of the CC&R's and Project Documents, as currently in force and effect.

First Notice:

A notice will be delivered to the Owner of the property outlining the violation. In the event that the Owner of the property can be identified as an absentee Owner, a copy of the violation letter will also be sent to the tenant at the property address. The Owner will be given fourteen (14) calendar days to bring the violation into compliance.

Second Notice:

The Association will issue a second Notice if, after not less than fourteen (14) calendar days from the issuance of the first Notice, the Owner has not corrected or removed (or has chosen not to correct or remove) the violation, or the violation has repeated or returned. The second Notice will inform the Owner that a monetary penalty, not exceeding the Maximum Initial Penalty (as established on the Schedule of Penalties), will be imposed for the violation if the violation is repeated or has not been corrected after fourteen (14) calendar days from the date of the second Notice.

Third Notice and Assessment of Initial Monetary Penalty:

The Association will assess a Maximum Initial Penalty if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation has repeated or returned as stated in the time frames in the first and second Notice (14) days. All penalty notices may be sent via regular and certified mail. The homeowner will be responsible for a certified fee added to the penalty.

Additional Monetary Penalties:

After the imposition of the Maximum Initial Penalty, the full amount of the Additional Penalty may be imposed upon subsequent inspections if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation is repeated or has returned. Inspections will be conducted to coincide with the terms of the notices.

Should a period of time of at least 180 days lapse between violations letters of the same offense, the next letter will be a First Notice again.

Exception to Notice Procedure

Violations posing a threat to the health, safety, and welfare of the community as a whole or any one or more other Owners may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests;

threat of flood or fire damage to neighboring properties; an escaped pet; or a collapsed structure or tree blocking the road or drivers' lines of vision.

Right of Self-Help

The Association has the right (but not the obligation) to enter the Owner's property and to provide all maintenance and repairs that are necessary to remove the violation. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the Owner for the costs of all maintenance and repairs performed by the Association.

Opportunity to be Heard

The Association recognizes each Owner's right to explain the reasons why there is a violation of the CC&R's or the other Project Documents, particularly if the violation results in a monetary penalty. Before any penalty is assessed, an Owner has the opportunity to request a hearing before the Board of Directors. The Owner must provide timely written request for a hearing. If the hearing is scheduled, the Owner is bound by the decision of a majority of the Board.

SCHEDULE OF MONETARY PENALTIES

| Violation | Maximum Initial Penalty | Additional Penalties |
|------------------------------|-------------------------|------------------------|
| Signs / Seasonal Decorations | \$10.00 | \$25.00 |
| Vehicle Washing | \$25.00 | \$50.00 |
| Nuisance | \$50.00 | \$100.00 |
| Exterior Changes | \$100.00 | \$200.00 |
| Items in View | \$10.00 | \$25.00 |
| Animals | \$25.00 | \$50.00 |
| Pool Rules | \$100.00 | \$150.00 |
| Storage | \$25.00 | \$50.00 |
| Window Coverings | \$25.00 | \$50.00 |
| Additional Infractions | As determined by Board | As determined by Board |

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Questions?

If you have any further questions please contact the management office at 480-759-4945 or via email to MontegoBay@wearevision.com. Please include your name and lot/unit number in your email.

END OF RULES AND REGULATIONS