

RULES & REGULATIONS
for
Woodmar IV
dba
Thomas Square

WOODMAR IV CONDOMINIUMS(*THOMAS SQUARE*)

RULES AND REGULATIONS

The following are the revised Rules and Regulations of the Woodmar IV (*Thomas Square*) Condominiums complex. These Rules and Regulations were approved by the Board of Directors and will become effective on April 04, 2007. Infractions of the Governing Documents and Rules and Regulations will be cited and fines will be levied in accordance with the Schedule of Fines as established by the Board of Directors and may be changed from time to time. In additions to any fines, owners will be responsible for the costs and expenses, if any, related to repairs and clean up of common elements and legal fees, if any, incurred for such violations. Questions about these Rules and Regulations should be directed to the current management company or the Board of Directors.

RENTAL PROPERTIES

This section was amended by the adoption of the Crime Free Program Resolution and Rules of Woodmar IV Association, dated March 10, 2016 and recorded on March 11, 2016, at Recorder's No. 20160157819. A copy of these rules has been included at the end of this Rules and Regulations document. You may also obtain a copy of the new policy online or by contacting management:

VISION Community Management

16625 S. Desert Foothills Pkwy, Phoenix, AZ 85048

Office: 480-759-4945

Fax: 480-759-4945

Email: Woodmar4@WeAreVision.com

Website: wearevision.com

COMMON AREAS

The Woodmar IV Condominium (*Thomas Square*) Association supports the City of Phoenix Crime Free Multi-Housing Policy and has adopted a zero tolerance for criminal activity in the complex. As a result, all persons using the common areas, may be asked to identify themselves when approach by the Association's Contract Security personnel. Owners, tenants and guest must cooperate with Security Personnel at all times.

There will be no playing in driveways or parking areas.

Bicycles, tricycles, skateboards, and roller-skates are not to be used in the, driveways, pool area, and lawn areas.

Children must be properly supervised, as there are no designated "Playground" areas in the complex.

No advertising signs of any kind are allowed, with the exception of traditional "for rent or for sale" signs. The signs are allowed to be a maximum of one (1) sign per unit, and no more than five (5) square feet in size. Signs are to be removed within seven (7) days after the sale or rental agreement conclusion.

No littering of papers, cigarette butts, soda cans, beer bottles, etc or trash is allowed. No trash or other materials may be accumulated which will cause hazard or be in violation of any health, fire or safety ordinance regulation.

Alcohol drinks are prohibited in all common area, including vehicles, garages and parking lots and pool area.

Holiday decorations must be removed within 30 days after the holiday.

LOITERING

Loitering of Owners/Tenants guest in the common area is prohibited. Owners will be subject to a \$150.00 violation fine for each incident. Owners/Tenants that are planning social events or parties that require the use of the common area shall notify the Management Company one week in advance of the event. A \$25.00 usage fee will be charged to the owner plus a \$100.00 deposit is required. Owners who are delinquent in their assessment will not be eligible.

DUMPSTERS

Trash is to be placed inside the containers provided and should not be allowed to accumulate. If the dumpster near your unit is full, use the next available dumpster. Do not put large furniture, mattresses, etc., in the dumpsters. Items too large to fit in trash containers should be disposed of by the residents and should never be left beside the trash containers. Under no circumstances shall the garbage or trash be left on the walkways, sidewalks, parking areas, or outside of the dumpster.

STORAGE

Entrances, walks, lawns and other common areas shall not be obstructed. No personal belongings may be placed in stairways, or about the building. Items such as bicycles, etc. shall be a size and quantity to permit storage inside the unit, enclosed patios or unit storage rooms.

LAUNDRY ROOMS

Laundry rooms must be kept clean at all times and may not be used as storage for personal items. Laundry rooms must be locked at all times. Owners will be responsible for all locks, keys and repairs or replacement of locks.

CARPORTS/STORAGE ROOMS

Owners are responsible for keeping their carports free of all items other than operable vehicles. This includes boxes, wood, trash etc. Storage rooms must be locked at all times. Owners will be responsible for all locks, keys and repairs or replacement of locks.

HOT WATER HEATER ROOMS

The Association will be responsible for maintaining the Hot Water Heater Rooms, locks and keys. Owners may contact the Management Company to arrange access to their hot water heater for maintenance or replacement.

BALCONIES, PATIOS

Owners are responsible for keeping balconies, patios or entryways clean at all times. No furniture or personal items may be stored in the unit entryways and balconies. No rugs, towels, laundry, clothing or other items shall be stored, hung or draped on railings or other portions of the balcony or patio. Unsightly items must be kept out of vision.

NOISE

Disturbances caused by any loud noises, music systems, slamming doors, loud and/or vulgar arguments will be considered nuisances and are not permitted.

GRILLS

The use of charcoal barbeque grills and gas grills is prohibited at Woodmar IV. This regulation is for the safety of all residents.

WINDOW COVERINGS

In no event shall the interior or exterior of any windows be covered with reflective material, such as foil, or with paper, bed sheets or other temporary coverings.

VIOLATION OF THE PHOENIX CURFEW LAW

Persons under the age of 15, are not allowed in the common area past 10:00PM.

Persons 16 and 17 are not allowed in the common area past midnight.

ANTENNAS / CABLE TV/TELEPHONE

ANTENNAS - No antenna, satellite television dish or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be installed, used or maintained on any portion of the Condominium whether attached to the Building or otherwise without the prior written approval of the Board of Directors, unless the guidelines of the Federal Communications Commission or other applicable law prohibits the Board of Directors from requiring prior approval for the installation or use of certain types of antennas, satellite dishes or other devices, any such antennas, satellite dishes or other devices must be installed or constructed in accordance with the rules. Applications for the installation of antenna may be obtained from the Management Company.

CABLE TV - When ordering cable TV, the installation of wiring from the cable box to the unit is subject to approval by the Association. When Owners/Tenants order the installation of cable TV from a Cable Company, the cable installation person must contact the Association's onsite Maintenance Manager for approval prior to installing the cable.

- Cable wiring running along the ground must be buried so that it is not visible.
- Cables attached to building must be secured properly and located on the least visible walls of the building.
- Owners/Tenants that have installed Cable TV without prior approval of the wiring by the Association, will have 30 days to have the Cable Company make any required changes.

TELEPHONE -- Telephone wires may not be installed on the exterior portions of the building.

BUSINESS ACTIVITIES

No business activities of any kind whatever shall be conducted in or from any building in the complex.

DRIVEWAYS & PARKING

This section was amended by the Board of Directors at a duly called meeting. Please refer to the Woodmar Parking Policy, adopted on November 11, 2017, which has been included at the end of this document. You may also obtain a copy of the new policy online or by contacting management:

VISION Community Management

16625 S. Desert Foothills Pkwy, Phoenix, AZ 85048

Office: 480-759-4945

Fax: 480-759-4945

Email: Woodmar4@WeAreVision.com

Website: wearevision.com

PETS

A maximum of (2) pet animal will be permitted in any unit, provided they are not kept for breeding or any other commercial purposes. Should pets defecate on the common areas of the property, the owner of the pet is responsible for the immediate waste removal in a plastic bag and placing it in the dumpster. Owners/Tenants that fail to immediately remove waste will be subject to a violation fine of \$150.00 per incident.

Dogs must be on a leash whenever they are in the common area and under the control of the Unit owner or Tenant at all times. Local leash laws apply.

Barking dogs sufficient to annoy nearby residents constitutes a nuisance, and should be reported to the Maryvale Police and Maricopa County Animal Control at 602 269 3491. You should then inform the management company with the specific unit in violation and times of the occurrences.

WATER/ELECTRICITY USAGE

The Association pays for all water usage throughout the complex. Owners and tenants are requested to conserve water whenever possible. Owners/Tenants should check consistently for toilet and plumbing leaks in the unit and laundry rooms. Water misuse and water leaks that not repaired within 48 hours are subject to a \$200.00 fine to the Owner.

When units become vacant, owners are requested to leave the electricity on in the unit in order to operate the dusk to dawn exterior security lights attached to each unit.

POOL RULES AND REGULATIONS

1. The pool facilities are for the use of residents and guest only.
2. A resident must accompany guests at all times while using the pool.
3. All persons under 18 years of age must be accompanied by a responsible adult at least 18 years of age. No exceptions
4. Persons using portable radios in the pool area are asked to maintain sound at a level that cannot be heard beyond their immediate area or use individual headphones.
5. Persons using rubber rafts or other floatation devices are requested to use discretion and not interfere when others wish to swim.
6. Infants or young children must wear rubberized pants when in the pool. Everyone must wear proper swimming attire. No cut-offs.
7. No pets are allowed in the pool area. This is a Maricopa county health department regulation.
8. No glass items or alcoholic beverages of any type are to be taken into the pool area.
9. No oils or non-water soluble lotions are allowed.
10. Swim at your own risk- **NO LIFEGUARD ON DUTY**
11. No running, throwing, horseplay, jumping, diving, or obscene language in the pool area. Also, no throwing of rocks or other items in the pool
12. No wheels of any kind (skateboards, bicycles, etc) Are permitted in the pool area.
Strollers and wheelchairs are acceptable.

When Recorded Return To:
Woodmar IV Association
c/o Vision Community Management
16625 S Desert Foothills Pkwy
Phoenix, AZ 85044

0311Crime01-4-1-1--
Garcia

**CRIME FREE PROGRAM RESOLUTION AND RULES OF
WOODMAR IV ASSOCIATION**

Being members of the Crime Free Program does not mean that the participating community is completely free of crime. However, Woodmar IV Association ("the Association") adopts the Crime Free Resolution and Rules, in an effort to prevent criminal activity in the community.

The Association, and owners of real property therein, are governed by the (1) Declaration of Covenants, Conditions, and Restrictions, recorded in the Maricopa County Recorder's Office and amendments thereto also recorded thereat ("CC&Rs"), (2) Articles of Incorporation, (3) Bylaws and (4) Rules and Regulations (collectively referred to herein as "Governing Documents").

The CC&Rs grants a general power to the Board of Directors to adopt, amend, and repeal rules that restrict activities deemed to adversely affect the health, happiness and enjoyment of any other owner or tenant. Arizona law also provides that the Association may (1) maintain its property in a reasonably safe condition (2) take reasonable measures to protect against foreseeable activities creating danger, including criminal attacks, on the land it controls; and (3) ensure members are free from unreasonable interference in the enjoyment of their individual lots or units and the common property.

Therefore, pursuant to the Governing Documents and Arizona Law, the Board of Directors for the Association adopts the following Crime Free Program:

Crime Free Program

For purposes of these Rules, the following definitions apply: "Tenant" or "Lessee" is defined as any person who occupies a unit in which the owner lives separately from the property and who pays rent in consideration for the use of such property. "Occupant" or "Resident" is defined as any person who occupies a unit in which the owner lives separately from the property regardless of whether he or she pays for the use of such property.

All Owners, Tenants and Occupants shall participate in the Association's Crime Free Program as outlined below:

1. Criminal Activities performed by any Tenant, Occupant, or Guest on Association property involving disturbing the peace, fighting, harassment, intimidation, property damage, public drunkenness, or vandalism, or any activities performed on or off Association property involving assault, burglary, child abuse, domestic violence, minors in possession of alcohol, possession of illegal drugs, possession of stolen property, theft, arson, brandishing a weapon, crime related to gang activity, discharge of a firearm, distributing or manufacturing illegal drugs, weapons, kidnapping, or other similar crimes shall be cause for immediate termination of any lease. Proof of violation does not require criminal conviction, but shall be adjudicated by the Association by a preponderance of the evidence.

2. Owners shall notify any prospective Tenant(s) and other Occupant(s), 18 years of age or older, that the Association is governed by Crime Free Rules, and Owners shall provide the following documents

to any prospective Tenant or Resident before finalizing any lease: (1) Crime Free Lease Agreement, (2) Declaration of Covenants, Conditions and Restrictions, and (3) all of the Rules and Regulations of the Association, including the Crime Free Program.

3. Owners shall have all prospective Tenants and Occupants 18 years of age or older sign the Crime Free Lease Addendum approved by the National Association of Residential Property Managers, attached herein, before finalizing any lease and shall maintain the Crime Free Lease Addendum throughout the tenancy.

4. Owners and their agents are required to submit the following information to the Association prior to the tenant(s) move-in date:

- a. Name(s) and contact information for any Lessee(s) and other Occupant(s) or sublessee(s) over 18 years of age.
- b. Beginning and ending dates of the tenancy; and
- c. Vehicle(s) description and license plate numbers.

5. Owner shall conduct a background/criminal investigation on all prospective Tenants, sublessees and Occupants 18 years of age or older. The Association has the right, but is not required, to verify the information through its own background/criminal investigation and if found to be false or misleading may demand immediate eviction of the Tenant or Occupant. A background check is sufficient if performed by Investigative Screening and Consulting ("ISC"), at www.investigative screening.com.

6. Owners cannot rent their real property to, or allow it to be used by, any person convicted of or having plead guilty or no contest to, the following crimes within the last five (5) years: any misdemeanor criminal offense involving drugs, weapons, gangs, theft, prostitution, violence, crime against persons or property; or any crime that endangered the health, safety or welfare of others.

7. Owners cannot rent their real property to, or allow it to be used by, any person convicted of, or having pled guilty or no contest to, any felony within the last five (5) years.

8. Owners cannot rent their real property to, or allow it to be used by, any person ever convicted of, or having plead guilty or no contest to, any crime against children, any sex crime, arson, murder or manslaughter.

9. Any Owner that fails to comply with these Rules shall be given notice and an opportunity to be heard on the matter. Should the Owner's violation be supported, the Owner shall be subject to a \$500 fine to be assessed every 10 days until the violation is cured.

10. Any vendor, contractor, employee or representative of an owner, property manager or Association, excluding legal counsel, shall have a background/criminal investigation, not a mere background check through a data base, performed by the owner, property manager, or Association prior to the individual entering onto Association Property. The Association has the right, but is not required, to verify all background/criminal investigations through its own background/criminal investigation.

11. Owners, property managers, or the Association shall not permit a vendor, contractor, employee or representative to enter onto Association property if he/she was convicted of, or plead guilty or no contest to, any crime against children, any sex crime, arson, murder or manslaughter, or if within the last five (5) years to any misdemeanor criminal offense involving drugs, weapons, gangs, theft,

prostitution, violence, or crime against person or property.

12. If the Owner, property manager, or the Association is in violation of employing an ineligible person on Association property, the Owner, property manager, or the Association shall be subject to a \$500.00 fine for every violation, after notice and an opportunity to be heard.

CRIME FREE VIOLATIONS AND FINES ASSESSED AGAINST OWNER

CLASS 1

Activities performed by any Owner, Tenant, Resident, or Guest on Association property or activities performed by any Owner, Tenant, or Resident off the Association property such as disturbing the peace, fighting, harassment, intimidation, property damage, public drunkenness, vandalism, after notice and an opportunity to be heard on the matter: (1) First Offense—\$100 (2) Second Offense—\$150 (3) Thereafter—Will double for each reoccurrence

CLASS II

Activities performed by any Owner, Tenant, Resident, or Guest on or off the Association property such as assault, burglary, child abuse, domestic violence, failure to abide by the requirements of the Association's Crime Free Program, minors in possession of alcohol, possession of illegal drugs, possession of stolen property, or theft, after notice and an opportunity to be heard on the matter: (1) First Offense—\$250 (2) Second Offense—\$300 (3) Thereafter—Will double with each reoccurrence

CLASS III

Activities performed by any Owner, Tenant, Resident, or Guest on Association property or off the Association property such as aggravated assault, arson, brandishing a weapon, crime related to gang activity, discharge of a firearm, distributing or manufacturing illegal drugs, weapons, kidnapping, or other similar crimes, after notice and opportunity to be heard on the matter: (1) First Offense—\$300 (2) Second Offense—\$350 (3) Thereafter—Fines will double with each reoccurrence

CERTIFICATION

I HEREBY CERTIFY that the foregoing is true and correct and was regularly presented to and adopted by the Board of Directors of the Association at a meeting duly called and held at Vision Community Management, 16625 S. Desert Foothills Parkway on the 28th day of January, 2016, at which a quorum was present and voted, and that such Resolution is duly recorded in the minute book of this corporation.

WOODMAR IV ASSOCIATION

By: Rusty Catania
Its: President

By: _____
Its: Secretary

STATE OF ARIZONA)
) :ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of March, 2016, by RUSTY CATANIA, the President of the Association's Board of Directors, on behalf of the Corporation.

Hannah Jones
Notary Public

My Commission Expires: July 28, 2018



STATE OF ARIZONA)
) :ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of MARCH, 2016, by Michael Esquer, the Secretary of the Association's Board of Directors, on behalf of the Corporation.

Hannah Jones
Notary Public

My Commission Expires: July 28, 2018



Woodmar Parking Policy

- 1.) Each unit will be issued one (1) resident parking pass and one (1) visitor parking pass as available upon receipt of a valid parking registration. A vehicle with a resident parking pass must park in the assigned carport per the parking registration. A vehicle with a visitor parking pass shall park only in its assigned carport or in an uncovered designated parking spot. Units with designated parking spots that allow double parking will be given one (1) resident parking pass, one (1) double park pass and zero (0) visitor parking passes. A unit owner that does not own a vehicle can request (1) visitor parking pass that must only park in its assigned carport. Additional visitor parking passes may be issued upon board approval and availability.

To obtain a parking registration, a unit owner must either be current with the monthly association assessments or have entered into a written payment plan with the association.

- 2.) The speed limit on any roads and driveways throughout the complex is five (5) miles per hour.
- 3.) Parking passes must be prominently displayed at all times from the rearview mirror of a vehicle. Vehicles not displaying a valid parking pass will be tagged on the first occurrence and towed on the 2nd occurrence.
- 4.) Parking is not allowed at any time on the roads, streets, alleys, open curb areas, sidewalks or landscaping. A vehicle found parked in any spot other than a designated parking spot or carport will be towed immediately.
- 5.) All vehicles must be parked "nose first" with the license plate visible. Vehicles are to not be "backed in" a parking spot. Vehicles found "backed in" without the license plate visible will be tagged the first occurrence and towed on the second occurrence.
- 6.) Any car with a valid parking pass found blocking a vehicle without a valid parking pass will be towed immediately along with the vehicle missing a valid parking pass.
- 7.) Vehicles are not allowed to be protruding the streets at any time. Vehicles found protruding in streets will be towed immediately.
- 8.) All vehicles must have a valid current registration with operable tires. A vehicle cannot be placed on blocks for more than 24 hours. Any vehicle found on blocks for more than 24 hours will be tagged on the first occurrence and towed on the second occurrence. The owner of a unit will be fined for any registered vehicle found to be leaking oil on the asphalt or concrete. The vehicle parking pass, visitor parking pass and/or double park pass will be revoked on the third fine issued to the same vehicle.
- 9.) No commercial vehicles are allowed in the community (except when services are being performed or goods are being delivered). Commercial vehicles that are not making deliveries or providing services will be tagged the first occurrence and towed on the second occurrence.

- 10.) No mobile home, commercial truck, recreational vehicle, camper van, delivery van, boat, or trailer of any kind can be stored or parked in any carport or designated parking spot. Mobile homes, commercial trucks, recreational vehicles, camper vans, delivery vans, boats, or trailers found in any carport or designated parking spot will be tagged on the first occurrence and towed on the second occurrence.
- 11.) A vehicle cannot display "FOR SALE" signs or markings on it while on the property. Fines will be assessed against vehicles displaying "For Sale" signs or markings.
- 12.) Vehicles cannot be parked in the fire lanes. A vehicle found parked in a fire lane will be towed immediately.