

**The Villas at Union Hills Condominium Association**  
**Rules and Regulations**  
**For all**  
**Owners and Residents in the Community**

**1) Introduction**

The basis for a high quality condominium community is the understanding of the Covenants, Conditions and Restrictions (CC&R's) and the cooperation of the property owners and residents. The Board of Directors is hopeful that the below list of rules better define or conveniently list all existing regulations that represent the most frequently asked questions by both owner and tenants. We are also hopeful that this list of rules will propagate a successful tenure for all residents at Villas at Union Hills.

The Villas at Union Hills CC&R's dated February 6, 2006, authorizes the Board of Directors (the "Board") in paragraph 6.3 to adopt Rules and Regulations (the "Rules") on behalf of all the members of the Villa at Union Hills Condominium Association (the "Association"). The purpose of these rules is to further define the standards found in the CC&R's and to protect the member's rights to enjoy their homes, the common elements and to preserve the association's property value.

All Association members (including their guests and/or tenants) are obligated and responsible to ensure that they are in compliance with CC&R's/Rules at all times. For the purposes of these Rules, the term "resident" includes an owner, guest or tenant. Failure to comply with these rules will result in enforcement fines per the fine schedule and you (the owner) will be responsible for any and all charges (ARS § 33-1242.A.11).

If there is a conflict between these Rules & Regulations and the CC&R's, the CC&R's prevail.

The Rules are intended as a guideline to the conduct and activities of all members, lessees, residents and their guests. Each owner or resident living within the complex and using the facilities is entitled to enjoyment without annoyance or interference from others.

It is the right and duty of each resident to report violations in writing to the Board.

To report problems related to the common area:

If an emergency, call 911 for police or fire. All non-emergency concerns, send a letter or email to our Community Manager,

Villas at Union Hills  
c/o Vision Community Management  
16625 S Desert Foothills Parkway  
Phoenix AZ, 85048  
Phone: (480) 759-4945 Fax: (480) 759-8683  
Email: VillasUnionHills@WeAreVision.com

*All contact information appearing throughout the Rules is subject to change.*

When a conflict or violation arises the policy of the Board will be to assure the homeowner or resident receives due process in resolving the issue.

## 2) Calendar of Business

- a) **Regular Board Meetings:** Board meetings are held periodically during the year. Notice is posted on the Villas at Union Hills Home Owners Association web site and posted at the Clubhouse for all homeowners to view prior to the meeting. Homeowners are encouraged to attend these meetings.
- b) **Regular Annual Meeting of Members:** The Annual Meeting of Members is held in November. Notice is mailed to all homeowners of record prior to the meeting and posted on the Villas at Union Hills web site. In order to establish a quorum so that business can be conducted, it is imperative that homeowners either attend in person or submit their vote.
- c) **The Financial Budget:** A financial budget is prepared each year and mailed to homeowners of record upon completion.

## 3) Insurance

- a) **Master Insurance Policy:** The master insurance policy for the complex is renewed each year by the Board of Directors. For information regarding insurance, a copy of the policy is available on the web portal, or you may contact the Community Administrator at (480) 759-4945 or VillasUnionHills@WeAreVision.com
- b) **Insurance Obtained by Unit Owners:** Pursuant to Section 8.3 of the CC&R's: To the extent not covered by the policies of liability insurance obtained by the Board of Directors for the benefit of all the Unit Owners, each Unit Owner shall obtain and maintain in full force and effect at all times: (a) property insurance of the Owner located in the Unit; and (b) comprehensive general liability insurance covering his Unit. Each Unit Owner shall provide the Board of Directors or the Property Management with a certificate of insurance evidencing that such insurance coverage in effect at least ten (10) days prior to the conveyance of the Unit to the Unit Owner, and thereafter at least ten (10) days prior to the expiration of any policy. Failure to submit current insurance coverage will result in a violation and monetary fine of \$100 assessed to the Unit Owners account.

## 4) Improvements, Modifications and Maintenance to Units

- a) **Architectural Changes:** All proposed changes or additions to the exterior of units or interior modifications visible from the exterior must be submitted in writing on Architectural Change Application form available from the Community Manager and/or the on site administrative assistant or the Villas at Union Hills HOA web site (refer to Section 16.a of the CC&R's) .

Duties of Unit Owners: Each Owner shall maintain, repair and replace, at his own expense, all portions of the Unit in a good, clean and sanitary condition. In addition, each Owner shall be responsible for the maintenance, repair and replacement of the Limited Common Elements allocated to his Unit pursuant to Subsections 2.8.1(a), 2.8.1(b) and 2.8.1(c) of the CC&R's.

Each Owner shall be responsible for maintaining the interior of the Patio, Balcony or Storage Room allocated to the Unit as a Limited Common Element in a good, clean and sanitary condition.

The Owner of a Unit to which a Garage has been allocated as a Limited Common Element shall be responsible for (a) maintaining the interior of the Garage in a good, clean and sanitary condition, (b) painting the interior surface of the walls and the ceiling of the Garage, and (c) maintenance, repair and replacement of the Garage door and the electronic garage door opener for the Garage.

- b) **Hazardous Materials and Trash:** Homeowners and guests are prohibited from generating, releasing, burying or disposing on, under or about the property, or transporting to or from the property any hazardous or combustible substance. No hazardous, toxic, flammable, noxious, dangerous or unlawful material or substances shall be stored in any garages. Trash shall not be left outside of front doors or on patios/balconies for any amount of time.
- c) **Mold and Mildew:** To ensure that all members of the community live in a healthy and safe environment, all Homeowners shall practice the following measures to retard and prevent mold and mildew from accumulating in their homes:
- Clean and dust homes on a regular basis and remove visible moisture accumulations on windows, walls and other surfaces as soon as reasonably possible.
  - Agree not to shut off the HVAC system for more than a few hours.
  - Agree not to cover any of the heating, ventilation or air conditioning units in the home.
  - Agree to change the air filters once a month or as needed.
- d) **Vacancies and Vacations:** Pursuant to Section 5.2 of the Declaration, any Owner, Lessee or Occupant that leaves their Unit unoccupied for more than seven (7) consecutive days shall turn off the water to all toilets and the clothes washer in the Unit and shall notify the Board of Directors or the Association's manager of the time period during which the Owner, Lessee or Occupant will be absent from the Unit and how the Owner, Lessee or Occupant can be contacted by the Association in the event of an emergency.
- e) **HVAC Systems:** Each Owner shall cause the HVAC system serving the Owner's Unit to be inspected periodically (but in all events, not less than annually) by a qualified technician to properly assess the condition of the system and to identify any necessary repair, maintenance or replacement of the system. The Owner shall promptly make all recommended repairs, maintenance and replacements of the HVAC system, and all repairs, maintenance and replacements must be performed by a licensed contractor. No person other than a licensed contractor performing repairs, maintenance or replacement of an HVAC system or Association employees, agents or contractors shall be permitted on the roof of a Building without the prior written approval of the Board of Directors.
- f) **Roofs:** The roofs of the Buildings are restricted to the Association's building maintenance and service personnel only. No Owner, Lessee or Occupant or their contractors, subcontractors, Inspectors or agents shall go on the roofs without the prior written approval of the Community Manager. Any violation of this policy shall result in an immediate \$1,000.00 fine to be levied against the Homeowner.

## 5) **Definitions**

The definitions of terms used in the rules and regulations are the same as those found in the CC&R's.

Additional definitions are as follows:

- a) Authorized Antenna means:
- i. An antenna designed to receive direct broadcast satellite service that is one

- (1) meter or less in diameter or diagonal measurement.
  - ii. An antenna designed to receive video programming service and is one (1) meter or less in diameter or diagonal measurement.
  - iii. An antenna designed to receive television broadcast signals and is one (1) meter or less in diameter or diagonal measurement.
  - iv. Or other antennas governed by the FCC rules promulgated pursuant to the Telecommunications Act of 1996, as amended from time to time.
- b) **Owners Agent**  
“Owner Agent” means a third party representing the Unit Owner for the purposes of leasing or providing rental management services for the Unit Owner.
  - c) **Variances**  
Variances to the Association Rules and Regulations may be granted by the Board. A blanket variance to a rule or restriction may also be created by the Board. Other variances may be granted on a case by case basis depending on the unique circumstances of the situation.

**6) Community Relations**

- a) **Illegal Drugs:** The Board does not condone the possession or use of illegal drugs. If a resident has direct knowledge of illegal drug activity that resident should contact Phoenix Police Department at 602-495-5008.
- b) **Nuisance:** Any condition determined to be a nuisance or interferes with the quiet enjoyment of other occupants will not be permitted.
- c) **Responsibility of Guests:** Residents assume full responsibility for the behavior of their guests.
- d) **Unsafe Conditions:** All residents are required to report any unsafe conditions they may observe on the property to the HOA management or the onsite administrative assistant.
- e) **Tenant Requirements:** Each new owner and tenants must submit within 10 days of the lease commencement date, the name of every adult over 18 residing in the unit, the contact information for all adults, the vehicle information and the time period of the lease.
- f) **Children:** Parents are responsible for all children under the age of eighteen (18) at all times. The Board of Directors of Union Hills Condominium Unit Owners Association, its affiliates, owners, employees and vendors shall not be liable for any harm that may come to a child while on the property. This includes, but is not limited to, food allergies, disappearance, abuse of any kind as well as any injuries incurred on site.
- g) **Emergency Contact Information:** In order to ensure the safety of all Unit Owners and Residents, all Owners must provide Emergency Contact Information to the Association on the form attached as **Exhibit A** below. Any change to the Emergency Contact Information must be provided to the Association within 7 days.

**7) Single Family Residential Use**

- a) All units and common areas are for residential use by a single family.
- b) No Condominium shall be further subdivided, or changed in total or part from its original intended use.

- c) No gainful occupation, profession, trade or other nonresidential use shall be conducted in any residence. An indoor home occupation may be conducted so long as the dwelling continues to be occupied as the principal residence of the person conducting the home occupation and it:
  - 1. Displays no signage
  - 2. Is conducted entirely indoors
  - 3. Is not discernible from outside the dwelling
  - 4. Complies with all laws, ordinances and city codes
  - 5. Does not generate significant additional traffic within the community or cause obstruction of sidewalks or neighboring driveways
  - 6. Does not have more than one employee working in or from such Unit who is not a lawful Resident

**8) Leasing of Units**

- a) Leases shall be of duration of not less than ninety (90) days and terms shall be subject in all aspects to the provisions of the Villas at Union Hills Condominium Documents (CC&R 4.14).
- b) Within Ten (10) days following commencement of the lease the Owner or designated Owner/Agent shall provide information that is required per CC&R's 4.14, per the "VUH Rental Control Agreement Form," per the "Crime Free Lease Addendum," & the "Rental Rules Form,"  
i.e.:
  - 1. Names and phone number of Lessee and other Resident(s) over 18 who will be occupying the unit
  - 2. Commencement date and termination date of lease
  - 3. Address and phone number of Owner while unit is leased
  - 4. Signed Rental Control Agreement Form, Crime Free Lease Addendum Form, and Rental Rules form
  - 5. Vehicle information (make, model, license plate number)
- c) Owners using an Owner/Agent are required to notify the Association of the name of their Agent and Agent's contact information.
- d) Tenants must comply with all rules and regulations. The Unit Owner shall be responsible for the payment of any fines levied in response to rules violations of the CC&Rs or the Rules caused by the Lessee, any other Resident of the Unit under lease, their Invitees and family pets.

**9) Antennas and Satellite Dishes**

- a) Board authorized antennas shall be permitted and installed according to the following guidelines (CC&R 4.2):
  - 1. Installation inside the Unit or
  - 2. Installation inside the balcony on a mast or tripod as close to, but below, the railing and/or wall as possible and out of sight as much as possible.
- b) The dish shall **not** be fastened to the patio walls, building walls, patio railings, ceilings or erected in about or in any limited common element area.
- c) No roof mounts will be approved through the HOA.
- d) To obtain approval you must:
  - 1. Submit the Architectural Change Application form available from the Community Manager or the HOA web site.

2. Cabling to be painted to match the building exterior.

## **10) Animals**

- a) Good neighbor rules for pets
  1. All animals must be licensed and vaccinated in accordance with local laws.
  2. Cats must be kept indoors only, be neutered/spayed. Veterinary proof may be required.
  3. No animals, bird, fowl, reptile or livestock other than generally recognized house pets are allowed in any condominium or anywhere on the common area.
  4. No more than two (2) household pets can occupy any condo regardless of the animal's size, weight or breed
  5. Pets must be kept on a leash no longer than six feet in length when outside the condominium.
  6. Pets cannot be left outside unattended.
  7. Any litter deposited by pets on lawns, sidewalks, driveway or other Common Areas must be removed immediately by the owner of the animal involved. Do not allow animals to urinate on plants or shrubs or in areas where the smell would be offensive to another resident. The Board has the right to impose a fine to any homeowner who fails to clean up after their pet. In the event violations of the policy occur, a \$100.00 fine will be imposed per occurrence. After three violations, the Homeowner will be referred to the Community Manager and further action may be taken by the Board.
- b) Owners of pets will be responsible for assuring their pets do not make unreasonable noise or become a nuisance. Complaints regarding barking dogs should be directed to the local police. Fines can be assessed by the HOA for excessive noise.
- c) The Board has the right to disallow any animal that shows aggressive tendencies.
- d) No structure for the care, housing, breeding, confinement, or training of any animal or pet shall be maintained on any portion of the Common Elements or in any Unit so as to be visible from the exterior of the Building in which the Unit is located.
- e) Upon the written request of any Unit Owner, the Board shall determine whether a particular animal or bird is a generally recognized house pet, a nuisance, or whether the number of pets in any Unit is allowable.

## **11) Nuisances and Noise Control**

- a) Please be considerate of those living close to you and keep noise levels as low as possible. Nothing shall be done that interferes with the quiet enjoyment of other occupants.
- b) Homeowners and tenants assume full responsibility for the behavior of their guests.
- c) Any condition determined to be unsanitary, unsightly, offensive, offensive odors, or detrimental to people or property shall be regarded as a nuisance and will not be permitted.
- d) No nuisance shall be permitted to exist anywhere on the premises so as to be offensive or detrimental to any other property in the vicinity, or its occupants, or to property values.

- e) Loud parties will not be permitted. Parties cannot exceed the boundaries of the condominium unit.
- f) Use of stereo equipment, televisions, and musical instruments will not be played at such a volume or time that can be heard outside of the home or that will disturb persons in other homes and shall be subject to and used in accordance with these Rules and any noise reduction ordinance of the City.
- g) External speakers, bells, horns, whistle and similar devices are not allowed.
- h) All Homeowners and guests shall abide by community quiet time between the hours of 10:00 p.m. and 9:00.a.m.

**12) Patios and Balcony Restrictions**

- a) Patios and balconies must be kept neat and clean at all times.
- b) No laundry or rugs may be hung to dry on the patio or balcony or hung over the edge of the patio wall or railing. Shaking of rugs, mops, tablecloths, sheets or similar items or throwing off any objects from a patio or balcony is prohibited.
- c) Sweeping or hosing dirt or water off a patio or balcony is not permitted.
- d) No Gas or Charcoal Barbeques are allowed to be stored or used on the patio or balcony at any time.
- e) No flammable, combustible or explosive fluid, chemical or substance shall be kept or stored on any patio or balcony.
- f) No personal property (other than patio furniture) which exceeds twenty-eight (28) inches in height may be stored on a patio or balcony. No interior furniture is permitted on patios or balconies. Only neutral colors harmonious with, and not in conflict with the color schemes of the exterior walls are permitted. Must be approved by the Board of Directors, when in doubt complete an Architectural Review Committee form. (CC&R 4.13)
- g) Balconies must be kept clear of any storage items. No offensive sights, sounds, or odors are allowed on patios or balconies.
- h) Antennas, satellite dishes or other devices for the transmission or reception of television or radio signals are not permitted without the prior written approval of the Board of Directors. The Homeowner should have the antenna, satellite dish or similar device professionally installed pursuant to guidelines established by the Board of Directors.
- i) Radios may not be played at such a volume as to disturb neighbors from surrounding patios and balconies.
- j) Seasonal decorations can be displayed no more than thirty ( 30 ) days prior to the holiday and must be removed within fourteen ( 14 ) days following any nationally recognized holiday.
- k) No spotlights, floodlights or other high intensity lighting shall be placed on the exterior of the building or on a patio or balcony without the prior written consent of the Board of Directors. There shall be no lights in any Unit which may reflect upon or cause glare to neighboring condominiums.

- 1) High intensity lights used to illuminate outdoor areas shall be allowed only after obtaining prior written approval of the board.

### 13) **Recreational Facilities and Amenities**

#### a) **Swimming Pool and Spa Areas**

##### **Disclaimer**

*Homeowner hereby assumes for himself, his family, occupants and guests any and all risks associated with the use of the pool and facilities, clubhouse, and community and agrees that Union Hills Condominium Unit Owners Association shall not be liable for any harm sustained by Homeowner, his family, occupants and guests in connection with said risk. Further, but limiting the foregoing, all Homeowners are at all times responsible for the safety, care, welfare and behavior of their children and any other child in the Homeowner's care, including but not limited to invitees who are minors.*

Persons using the swimming pool or spa are required to do so in a manner considerate of others and to comply with the following rules for safety, hygiene and prevention of added repair and maintenance costs.

1. Swimming pool hours are 7:00 a.m. – 11:00 p.m.  
**THERE IS NO LIFE GUARD ON DUTY.**
2. **No glass** is allowed in the pool and spa area.
3. **No alcohol** is allowed in the pool and spa area.
4. **No Smoking** is allowed in the pool and spa area.
5. The pool gate must remain closed at all times for liability purposes. Pool barrier laws in Arizona require self-closing and self-latching gates. Please do not prop open gates. Violators will be suspended from the pool area for one week if caught propping the pool gates open and assessed for any charges associated with damage caused to the gates.
6. It is recommended that all persons shower prior to entering the pool or spa. Please remove sunscreen and suntan oils prior to entering the water.
7. 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 entering the pool.
8. Each home is permitted two (2) guests at any one time. Homeowners are responsible for the action and behavior of their guests. Guests must be accompanied by an adult resident at all times.
9. In order to protect the health and safety of children, no child under the age of fourteen (14) years of age may use the pool or spa unless accompanied by an adult who shall be responsible for the safety of the child.
10. If incontinent, tight fitting rubber or plastic pants or a swim diaper must be worn at all times.
11. All persons must be appropriately clothed with nylon, lycra, or spandex and all clothing must be hemmed. No other material is allowed in the pool.
12. For everyone's health and safety, running, rough-housing and playing games around the pool and spa are prohibited. Bicycles, skateboards and rollerblades are prohibited in the pool and spa areas.
13. No diving due to shallow waters.
14. Only float aides attached to the person's body and those items supplied are permitted in the pool and spa. All other objects are prohibited.



15. Please use towels on the patio furniture to protect them from the residue left by suntan oils, lotions, etc.
16. No drinks, candy, popcorn, gum, or food of any kind shall be permitted in the pool or within the required walkways of the pool.
17. Only plastic ware with food or drink is permitted in the outdoor kitchen. Glassware of any kind is prohibited in the pool and spa areas. Any individual found to be in possession of glassware will be assessed for any charge associated with draining, cleaning, and refilling the pool and spa.
18. No loud music or parties are permitted in the pool or spa areas at any time unless the association has approved a community-wide event. Radios must be used with head or ear phones only.
19. Please remember to take all belongings when leaving the pool or spa areas. Neither the Community Manager nor the Homeowner's Association shall be responsible for missing or stolen items.
20. The pool and spa cannot be reserved for private functions except for those organized by the Community Manager.
21. No pets are allowed in the pool area. Exception assisted animals only.

The Community Manager is authorized to enforce these rules and has the authority to ask anyone to leave the pool and spa area who does not comply. In addition, the Community Manager may suspend the right to use the pool and /or spa area for anyone who violates these rules.

**b) Fitness Center**

**Disclaimer**

*Homeowner hereby assumes for himself, his family, occupants and guests any and all risks associated with the use of the pool and facilities, Great Room, including during scheduled and HOA sponsored events, and agrees that Union Hills Condominium Unit Owners Association shall not be liable for any harm sustained by Homeowner, his family, occupants and guests in connection with said risks.*

Persons using the Fitness Center do so at their own risk. There is no supervisory staff member on duty.

1. The Fitness Center is open 24 hours for your convenience.
2. The Fitness Center is for the exclusive use of Homeowners and their guests. Guests must be accompanied by a Homeowner at all times. There is a two (2) guest limit per household.
3. All persons are required to wear appropriate clothing and footwear while using the Fitness Center. Shirt and gym shoes are required at all times.
4. The entrance/exit door must be kept closed and locked at all times.
5. No food, gum or glassware is allowed in the Fitness Center. Please discard waste in the receptacles provided.
6. For liability reasons, no child under fourteen (14) years of age may use the Fitness Center, children accompanied and supervised by an adult who shall be responsible for the safety of the child and assumes all liability for the child.
7. Take proper care of all the equipment to reduce the expense of costly repairs. Homeowners and/or their guests shall be held responsible for any damage caused to Fitness Center equipment through mistreatment or negligence.
  - Always use a spotter when attempting to lift heavy weights.

- As a courtesy to others who may want to use the fitness equipment, do not sit on machines between sets.
  - Avoid making loud noises (banging weights, yelling or dropping dumbbells).
  - Do not remove any equipment from the Fitness Center.
8. Residents must wipe down & clean all Fitness equipment after each use.
  9. No bicycles, skateboards, or rollerblades are allowed in the Fitness Center.
  10. No pets are allowed in the Fitness Center. Exception assisted animals only.

c) **Clubhouse**

**Disclaimer**

*Homeowner hereby assumes for himself, his family, occupants and guests any and all risks associated with the use of the pool and facilities, clubhouse and agrees that Union Hills Condominium Unit Owners Association shall not be liable for any harm sustained by Homeowner, his family, occupants and guests in connection with said risks.*

1. Any person showing inappropriate or aggressive behavior including lewd or abusive language will lose all privileges in respect to the Clubhouse, Pool and the Fitness Center. This will be at the sole discretion of the Community Manager. The decision of the Community Manager may only be reversed through a hearing. The hearing will be in front of the Community Manager and the Board of Directors. There is no guarantee that Clubhouse privileges will be reinstated after the hearing.
2. Pets, Exception assisted animals only, bicycles, skateboards and rollerblades are prohibited in the Clubhouse.
3. Shirts and shoes are required at all times in the Clubhouse.
4. Persons under the age of fourteen (14) years of age are not permitted in the Computer Lab, Pool, or Clubhouse unless actively engaged in an activity with a parent.
5. Smoking is not allowed in the Clubhouse.
6. Persons under the age of fourteen (14) years of age require a parent to be present at all times.
7. The Owner or Occupant is responsible for cleanup and removal of all trash immediately after using the Clubhouse. If the Clubhouse requires additional cleaning and/or trash removal by the Association, all costs incurred will be charged to the Owner or Occupant. Privileges will be suspended until associated costs are paid in full.
8. Any Owner or Occupant violating these policies or misrepresenting the use of the Clubhouse will be denied use of the Clubhouse for any purpose in the future.

d) **Computer Lab**

**Disclaimer**

*Homeowner hereby assumes for himself, his family, occupants and guests any and all risks associated with the use of the pool and facilities, clubhouse and agrees that Union Hills Condominium Unit Owners Association shall not be liable for any harm sustained by Homeowner, his family, occupants and guests in connection with said risks.*

1. The entrance/exit door must be kept closed and locked at all times.
2. Persons to act in a professional, quiet manner while in the computer lab.
3. No food, gum or drinks allowed in the computer lab.
4. No smoking allowed in the computer lab.
5. Children under the age of fourteen (14) years of age must be accompanied and supervised by an adult who shall be responsible for the safety of the child and assumes all liability for the child.
6. The computer lab is for the exclusive use of Homeowners and/or Tenants. Guests must be accompanied by a Homeowner at all times. There is a 1 (1) guest limit due to the size of the room.
7. Take proper care of the equipment to reduce the expense of costly repairs. Homeowners and/or Tenants shall be held responsible for any damage caused to the computer lab through mistreatment or negligence.
8. Access to any and all pornographic sites is prohibited.
9. No pets are allowed in the computer lab. Exception assisted pets only.

e) **Gate Keys**

1. Each unit is issued an amenities key (used for entrance of pool, clubhouse and fitness center). If HOA dues, fines or violations are in arrears more than 30 days, the amenity keys will be rendered inoperable.
2. For lost or misplaced amenity keys, replacement keys are available from the HOA office at a cost of twenty-five dollars (\$25.00) each.
3. Each homeowner is issued one gate opener for the entry gate; Homeowner may obtain an additional gate opener at a cost of fifty dollars (\$50.00) per gate opener. Gate openers are for the use only by Homeowners and their guests who are staying in the Unit on a temporary basis. If a gate opener is lost, stolen or broken, a replacement gate clicker will be issued at a cost of \$50.00
4. Every vehicle must enter through the entry gate individually. IT IS PROHIBITED TO FOLLOW IN BEHIND ANOTHER VEHICLE. DO NOT ALLOW ANOTHER VEHICLE TO FOLLOW IN BEHIND YOU. If more than one vehicle attempts to enter through the gate without separately activating the gate system, extensive damage may result to both the vehicle and the gate. THE ASSOCIATION WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY VEHICLE CAUSED BY IMPROPER ENTRY THROUGH THE GATES.

#### **14) Vehicle and Parking Regulations**

- a) Each Homeowner has been allotted parking appropriate to their individual home. All Homeowners must park in either their assigned spot(s) or in their garage(s). Homeowners may not park in a spot that is not assigned to them. Parking is monitored and strictly enforced. Any improperly parked vehicle will be towed at the owner's expense.
- b) No vehicle is permitted to be parked in any fire lane or in front of any trash dumpster at any time – all cars will be towed at owner's expense. Homeowners and guests shall not park in front of garages, dumpster enclosures, fire lanes, building courtyards or anywhere else where there is a "No Parking" sign displayed.
- c) Guests may park only in uncovered, opened spaces marked "visitor". Any improperly parked vehicle will be towed at the vehicle owner's expense.
- d) Any visitor staying longer than fourteen (14) consecutive nights requires HOA written approval.
- e) All vehicles must be registered and have current license plates and tags.
- f) No parking space shall be used for storage or for any purpose other than the parking of vehicles.
- g) No inoperable vehicles of any kind can be parked on the premises.
- h) Automobile repairs, oil changes and engine overhauls are prohibited on the property.
- i) Automobiles, motorcycles, motor bikes and any other type of vehicle shall not be constructed or reconstructed in the parking area or in any Unit including the parking area.
- j) Motorcycles are not permitted to be parked in any breezeway or sidewalk area.
- k) Commercial trucks, motor homes, mobile homes, travel trailers, tent trailers, trailers, detached campers, boats, boat trailers, or other similar equipment or vehicles shall not be parked, maintained, constructed, reconstructed or repaired on the premises of the Association. Pickup trucks with camper shells shall be allowed provided the height of the pickup truck's camper shell does not exceed seven (7) feet in height as measured from ground level unless it fits in a garage.
- l) The board has the right to have any vehicle towed when violating the rules. It will be towed at the vehicle owner's expense. Oil leaks are not permitted – any motor vehicle with an oil leak must be repaired immediately and the HOA Board may impose a fine to clean the area.
- m) No gas powered go-carts, mopeds, scooters, skateboards, or similar vehicles may be operated within the gates of Villas at Union Hills. Boats, RVs, campers, etc. shall not be stored in any garages or anywhere on the property. Storage of inoperable vehicles, vehicles with expired tags, or maintenance of a vehicle is prohibited on the Villas at Union Hills property.

#### **15) Trash Regulations**

- a) There are four trash dumpsters and four recycle dumpsters in the complex for your use.

- b) Trash and debris will not be allowed to accumulate in any condominium or in any location within the common areas. Owners and residents are responsible for picking up their own trash spilled on common areas and disposing of it in the proper containers.
- c) Trash dumpster area must be kept neat at all times - residents are expected to pick up their own trash spilled around the dumpsters.
- d) A recycle dumpster is located at all enclosures. Two recycle totes are located by the mailboxes and pool area. Please follow recycle guidelines. Acceptable recyclable items shall include flattened cardboard, magazines, newspapers, paperboard, plastic bottles and containers #1-7, glass bottles and jars, office paper, brown paper bags, paper cardboard, dairy and juice containers, junk mail, phone books, aluminum cans, aluminum foil, pie tins, tin or steel cans. PLEASE DO NOT INCLUDE food waste, plastic bags, plastic wrap, or foam cups and containers.

**16) Architectural Control & Change Process**

- a) Changes or additions to the exterior of the units (including building exterior modification, improvements, alterations, repairs, excavation, grading, landscaping or other work which in any way alters the Common Elements of the property) may not be made unless approved in writing by the Board. An Architectural Change Request Form must be submitted for any and all requests.
- b) Any construction, erection, or modification of anything, permanently or temporarily on the outside portions of the Unit, whether such portion is improved or unimproved shall require written approval from the Board.
- c) Any hard floor installation planned for second or third floor units requires written approval from the Board. Any proposal shall provide for sound damping techniques.
- d) Requests for improvements and architectural changes can be made by submitting the Architectural Change Application form available from the Community Manager, onsite Administrative Assistant, and the Villas at Union Hill's website. Return the form to the following address:

Villas at Union Hills  
 c/o Vision Community Management  
 16625 S Desert Foothills Parkway  
 Phoenix AZ, 85048  
 Phone: 480-759-4945 Fax: 480-759-8683  
 Email: VillasUnionHills@WeAreVision.com

- e) As a condition of approval, the Board requires a Financial Responsibility Statement and Liability Release to accompany plans and specifications submission.
  - I. Unit Owner to have financial responsibility for completing the improvement project at no cost to the Association. Further, the owners will be responsible for maintenance and repair of this improvement in a manner acceptable to the Board. Forms available from the HOA Staff.

II. Unit Owner to provide liability release indemnifying and holding harmless the Association of all liability associated with the improvement including, but not limited to, proper permits, code compliance, structural and weather integrity, workmanship, mechanics liens, all damages due to workers' compensation claims and completion of the job. Forms available from the HOA Staff.

f) No fees are required for architectural change application submittals.

The Board shall have forty five (45) days, from the date the Community Manager submits the Unit Owner's completed Architectural Change Application form and all required details, to review the submission. After the Board's review, a written response will be provided to the Unit Owner indicating approval, disapproval or conditional approval and any reasons why the submission was disapproved. All submissions will be kept on file with the Association. Any improvements must also comply with city permitting and code requirements.

g) There will be no changes or deviations in or from plans and specifications once approved by the Board.

h) Blanket architectural approvals

i. The Board will not accept blanket approval for certain architectural elements.

**17) Window coverings, lights and reflective materials**

a) Window coverings visible to street, common area or neighboring property must be manufactured for the sole purpose of covering window areas. Use of bed sheets or other materials not specifically made for the purpose of covering windows is prohibited. Except for tinting which is a part of the original construction of the Building, window tinting is prohibited.

b) Foil or light reflective materials shall not be placed or maintained in windows or glass areas and these similar materials shall not be installed anywhere else on any structure or erected on the Common Elements.

c) No personal property may be displayed on external window ledges.

**18) Storage and Other Structures**

a) Storage facilities, storage sheds and any other structures will not be placed upon or erected on the Common Elements.

**19) Utility Service**

a) Lines, wires and other devices for communication or transmission of electricity, i.e., telephone, cable, internet, television, radio signals, etc., shall not be erected, placed, or maintained anywhere in or upon the Common Elements unless they are contained in a conduit or cable installed underground. The Board must approve all utility service modifications.

**20) Violation Enforcement and Notification Procedures**

a) Policy of the Board will be to assure the Homeowner receives due process in resolving any violation issues, including filing a notice of the appeal, or opportunity to correct and opportunity to defend.

b) A violation of the Rules and Regulations will be subject to the following process:

- i. First Notification Letter – A letter outlining the violation with a request to correct the violation within 10 days will be sent to the owner of the condominium. The possibility of a fine will be outlined and the procedure to appeal the action. This letter will give the owner an opportunity to correct the violation problem or appeal the action.
- ii. Second Notification Letter - After 7 days the Community Manager will determine if the violation has been corrected. If not, a second Notification Letter will be mailed to the Owner of record with a second request to correct the violation within 10 days. The amount of the fine will be outlined and the procedure to appeal the action. This letter will give the owner additional opportunity to correct the violation problem or appeal the action.
- iii. Last Notification Letter – 7 days after the second notification letter if the violation has not been corrected and the Owner has not appealed the action, a third notification letter will be sent stating the owner has been fined and has 15 days to pay the fine.

**c) Resident complaint procedure**

- i. Any resident may make a formal complaint regarding violations of the CC&Rs or Rules and Regulations. The complaint must be in writing and must include the date and time along with a detailed description of the violation including the people involved. Due to the state requirements, infractions which are witnessed by anyone other than the management representative during a community visit need to be submitted by using a Formal Complaint Form. Arizona Revised Statutes §33-1803 for Planned Communities and §33-1242 for Condominiums allow a member in receipt of a violation notice to request information regarding said notice from the association. The members request for information must be sent in writing, by certified mail, within 10 business days after the date of the notice. Within 10 business days of receiving such notice, the association must respond to the member with a written explanation of the notice, providing at least the following information:

- 1. Provision of the community documents that has allegedly been violated.
- 2. The date of the violation or the date the violation was observed.
- 3. The first and last name of the person or persons who observed the violation.
- 4. The process the member must follow to contest the notice.

The complaint should be mailed, faxed, or emailed to:

Villas at Union Hills  
 c/o Vision Community Management  
 16625 S Desert Foothills Parkway  
 Phoenix AZ, 85048  
 Phone: (480)759-4945 Fax: (480)759-8683  
 Email: VillasUnionHills@WeAreVision.com

- ii. Upon receiving a written notice of a violation from a Resident the Board should provide a response within 10 days.

d) Fine schedule for rules violations

- I. The Board of Directors in accordance with the governing documents will assess these fines (or such other amount as is deemed reasonable) as follows:

|                         |                 |
|-------------------------|-----------------|
| <b>First Fine:</b>      | <b>\$100.00</b> |
| <b>Second Fine:</b>     | <b>\$200.00</b> |
| <b>Third Fine:</b>      | <b>\$300.00</b> |
| <b>Continuing Fine:</b> | <b>\$300.00</b> |

e) Assessment Collections

|                      |   |
|----------------------|---|
| 15 days delinquent:  | First late letter sent                  |
| 45 days delinquent:  | Demand letter/intent to lien            |
| 105 days delinquent: | Lien filed                              |
| 105 days delinquent: | Referred to Board for additional action |

### Summary

These rules and Regulations are in addition to or consistent with the restrictions on the use of the Units and Common Elements contained in the Declaration. The Board of Directors are hopeful that the above list of rules better define or conveniently list all existing regulations that represent the most frequently asked about interests of both owner and tenants. We are also hopeful that this list of rules propagates a successful tenure for all residents at Villas at Union Hills.

All Owners and Occupants are responsible for reading and abiding by the restrictions on the use of the Common Elements set forth in the Declaration. In addition to other remedies available to the Association in the event of a violation of the Declaration or these Rules and Regulations, the Board of Directors may impose reasonable fines against Owners and Occupants who violate the Declaration or these Rules and Regulations and may also suspend the right of such Owners and Occupants to use those areas that require an amenity card.



# Villas at Union Hills Vendor Parking Rules

## Definitions

**Prospective Client** – Any person who is interested in contracting to buy, sell or rent a unit at Villas, either as an owner or a non-owner.

**Acting Manager** – Any individual person or real estate agent or property manager who is acting as a manager (to rent, repair or maintain a unit) or a selling agent for an owner.

**Front Parking Area** – The area outside the entrance gates (East side main entrance) of the Villas complex is reserved for **Prospective Clients**.

**Prearranged Appointment** – This is a meeting day/time (or range of time) determined in advance where upon the **Acting Manager** and the **Prospective Client** intend to meet at Villas to view a unit or discuss business.

## Rules Acting Managers Meeting Clients

An **Acting Manager** shall not park in the **Front Parking Area**. An **Acting Manager** shall park inside the gates in any open, visitor parking space.

An **Acting Manager** with a **Prearranged Appointment** shall instruct the **Prospective Client** to contact the **Acting Manager** upon arrival to gain entrance into the Villas complex either through the pedestrian passage gate or the automobile gate. A **Prospective Client** may park in the **Front Parking Area** or in any open, visitor parking space.

An **Acting Manager** loitering in the **Front Parking Area** or in the Club House beyond a reasonable amount of time will be considered to be soliciting.

Any sign that is not permanently affixed to a vehicle and that promotes a business must [receive prior written approval from the board](#). All other signs, posters, placards or any variation thereof on Villas property will be considered a form of solicitation.

Soliciting at Villa is prohibited and will not be tolerated.

Any operating business that has a current lease to use office space inside the Club House may use the leased office space and the general Club House meeting areas as stated in their currently active lease.

For any violation of these rules, the board may take action against the unit owner being represented by the **Acting Manager**. If the **Acting Manager** does not disclose the unit # and name of unit owner being represented, the **Acting Manager** will be considered to be trespassing.

**Exhibit A**

Emergency Information Contact Form

***Union Hills Condominium Homeowners Association***

The purpose of this form is to enable the Association’s Board and Management Company to better serve you, especially in case of an emergency with your home. Please complete this form and **return it to The Villas at Union Hills by mail at 16625 S Desert Foothills Pkwy, Phoenix, AZ 85048, or by fax to (480)759-8683 or by email VillasUnionHills@WeAreVision.com** If you should have any questions or concerns while filling out this form, please contact our Office at (480)759-4945.

*This information will be kept in the strictest confidence and will **not** be distributed throughout the community or to any other entity. Please print clearly—thank you!*

Lot # \_\_\_\_\_ Owner(s) \_\_\_\_\_

Primary Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone# \_\_\_\_\_ Work# \_\_\_\_\_

Secondary Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone# \_\_\_\_\_ Work# \_\_\_\_\_

***OCCUPANCY—***

Home is occupied (Check One) Full-time \_\_\_\_\_ or Part-time \_\_\_\_\_

*For Rented Homes Only* (Check One) Yearly rental \_\_\_\_\_ or Seasonal rental \_\_\_\_\_

1) Is a property management company used to rent/lease this home? Yes \_\_\_\_\_ No \_\_\_\_\_

2) Will a caretaker be inspecting your unit at least once per month, when the unit is vacant? Yes \_\_\_\_\_ No \_\_\_\_\_

***If yes to number 1 or 2 above,***

Name of company: \_\_\_\_\_

Contact: \_\_\_\_\_

Address \_\_\_\_\_ Phone# \_\_\_\_\_

***Pursuant to Section 5.2 of the Declaration, if the home is vacant for 7 days or more, the water must be turned off at the main to avoid any potential problems from a leak or a broken water line. If you do not know where your water shut-off is located, please contact Management. It is the owner’s responsibility to know the location of the shut-off valve and units should be check, with a log showing these inspections, at least once per month. Please be advised that if you answered no to both 1 and 2 and leave your unit vacant for seven days or more, water damage may not be covered under the Association’s insurance policy.***

***EMERGENCY CONTACT INFORMATION—***

In case of emergency, who has a key and is authorized to let maintenance personnel into the home?

Name \_\_\_\_\_ Phone# \_\_\_\_\_