

PACE EAST TOWNHOUSE ASSOCIATION, INC.

Mesa, Arizona

RULES & REGULATIONS

Pace East Townhouse Association, Inc.
Mesa, Arizona
Rules and Regulations

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
INTRODUCTION	i
A. GENERAL	1
B. COMMON AREA	6
C. ITEMS REQUIRING BOARD APPROVAL	9
D. PATIOS, BALCONIES AND OTHER EXTERIOR ITEMS	14
E. VEHICLES (Parking, carports, storage, etc.)	17
F. CLUBHOUSE AND CLUBHOUSE RESERVATIONS	20
G. POOL RULES	22
H. PETS	26

FORMS ATTACHED:

Residency Form
Request for Board Approval of Proposed Alteration/Improvement
~~Storage Lot Registration Form~~ (Storage Lot closed until further notice)

PACE EAST TOWNHOUSE ASSOCIATION, INC.

RULES AND REGULATIONS

INTRODUCTION

Pace East Townhouse Association, Inc. is a private community of 125 townhouse units. The complex is governed by its Articles of Incorporation; By-Laws; Declaration of Covenants, Conditions and Restrictions (known as "CC&Rs"). Purchasing a townhouse and the acceptance of a deed to the property obligates owners and their tenants to abide by these governing documents recorded on the property, as well as subsequent rules and regulations adopted by the Board of Directors. The elected Board of Directors is responsible for enforcing the By-Laws, CC&Rs, Rules & Regulations and operating the complex in accordance therewith.

The CC&Rs authorize the Board of Directors to develop and enforce Rules and Regulations (also known as "R&Rs"). Each homeowner is provided with a set of the governing documents, including but not limited to these Rules & Regulations, as part of the resale package mailed to purchaser at or prior to close of escrow. It is a homeowner responsibility to retain a set of these governing documents at all times while an owner within this association. Copies of the governing documents are available through the management company for a small copy/handling fee. We urge you to read these documents as they set forth in detail the *rights, duties and obligations of each owner*. It is the obligation of each homeowner to know and abide by the governing documents. Homeowners, if you lease or rent your unit, it is your responsibility to provide copies of these documents to your tenants; tenants are required to comply with the rules, too.

It is to everyone's advantage to use and care for our property in a proper manner and to respect the rights and feelings of other residents. These Rules and Regulations were compiled for the purpose of protecting our property, its value and to aid in making Pace East Townhouse Association a pleasant, safe place to live. YOUR COOPERATION IS ESSENTIAL. We do not have a rule for every situation. Where there is no specific rule, the "common sense" rule applies; and the Board of Directors has the responsibility for determining, pursuant to the governing documents, what action, if any, should be taken. We must always be considerate of our neighbors and use common sense in community dealings. The rules of good citizenship shall apply at all times.

These Rules and Regulations are intended to protect the rights of residents, protection of property and property values, safety of residents, enhancement of the appearance of the property and conformity with all federal, state and local laws.

Board of Directors:

The Board of Directors is a legal body duly elected by the membership to represent the association and whose authority shall be absolute and final in all matters.

The Board of Directors is composed of seven (7) members elected at the annual meeting. A homeowner is eligible to become a board member provided all maintenance fees are current and voting rights are not under suspension. Board members volunteer their time. (See By-Laws)

Meetings:

The annual meeting is held the first Monday of March at 7:30 p.m. in the association clubhouse. Notification is sent in advance reminding homeowners of the date, time, location and agenda.

Regular board meetings are usually held approximately every six to eight weeks. The meetings are held in the clubhouse. A notice containing the date and time of the board meeting is posted at the clubhouse at least 48 hours prior to the meeting date; it is posted in the window to the left of the clubhouse front door. Due to unforeseen circumstances, meetings sometimes have to be re-scheduled; check the posting in the clubhouse window for any changes in schedule.

Management Company:

The business and financial affairs of the Association are handled by:

Losman Services
c/o Kris Losman
(480) 831-5027 FAX: (480) 838-1633
E-mail: losman_k@msn.com

Please direct your questions and concerns to management; report violations to management. It is vitally important, especially in an emergency situation, that the management company have on file all owners names, home and work telephone numbers, and tenants' names and telephone numbers. All homeowners are required to complete a "**Residency Form**", which provides for this and other pertinent information. Homeowners of rental units must file a new form each time there is a change in tenancy (a blank Residency Form is provided at the back of these R&R's.).

Payments:

Maintenance fee payments are due on the first of each month. Monthly statements are NOT sent to homeowners; it is the responsibility of homeowners to remember to make their assessment payments timely. Delinquency notices will be sent. Mailing labels are sent to homeowners periodically.

MAKE PAYMENTS PAYABLE TO: "Pace East Townhouse Association" or "PETA HOA"
Remember to write your Lot No. (this is not your address unit #) on your payment to ensure proper credit. No cash payments.

Mail payments to:

Losman Services
7650 S McClintock Dr
Suite 103 - 412
Tempe AZ 85284

Maintenance Fees:

To provide the funds necessary for the "day-to-day" operation and maintenance of Pace East Townhouse Association, all properties are subject to monthly maintenance fees. These fees are due the first of each month. Late payments are subject to late charges, and non-payment is subject to the costs of collection as a result of collection and/or attorney fees. This may include, but not limited to: liens filed against the property, water shut off to the unit, garnishment, and/or foreclosure on the property. All costs incurred in any collection and/or legal action are assessed to the individual homeowner and will be collected by judgment or other legal remedy, if necessary. (See CC&R's.)

Late Fees:

A \$10.00 Late Fee per month is assessed on any unpaid homeowner maintenance account balance of over \$50.00; the late fee is assessed on the last day of the month. This applies to the Maintenance Fee Account only. Late fees applicable to Special Assessments may vary according to the payment schedule established at the time a special assessment is passed by vote of the membership. See Special Assessments below.

Special Assessments:

Special Assessments may be assessed to owners for improvements and special projects upon approval of the membership by vote. Special Assessments are subject to the same collection policies and procedures as regular maintenance fees, except the late fees may differ depending upon the payment schedule for a specific special assessment. (See By-Laws & CC&R's)

Collection Policy:

As stated above, Maintenance Fee payments are due the 1st day of each month. They are considered late and a \$10.00 late fee assessed therefore on the last day of each month. Late fees will continue to accrue monthly on balances over \$50.00.

30-Day Accounts: Late fee is assessed and a "Please Remit" reminder statement is sent to Owner.

60-Day Accounts: When an account becomes sixty (60) days in arrears, a notice is sent to the Owner warning that if the account is not brought current or acceptable payment arrangements made by the current month end, and the account becomes ninety (90) days in arrears, it will be forwarded to the association attorneys for collection action.

90-Day Plus Accounts: An account becomes ninety (90) days in arrears, Owner is sent a final notice demanding payment in full of outstanding balance or contact Management to enter into an acceptable signed Payment Agreement within ten (10) days of the date of the notice or said account will be forwarded to the association attorneys for legal action, without further notice.

Payment Agreements: Any account ninety (90) or more in arrears is sent a notice demanding either payment in full of outstanding balance or that owner contact Management enter into a signed Payment Agreement within ten (10) days of the date of notice. The terms and conditions of such agreement must be reasonable and acceptable to the Board of Directors. Once a Payment Plan has been accepted and signed by both Owner and the Board President or Treasurer, Owner must adhere to the terms and conditions of said Payment Agreement. Any breach of the Payment Plan will cause the Payment Agreement to become immediately null and void, thereby causing the entire outstanding balance of Owner's account to be due immediately, and may result in the termination of water services as described below.

Termination of Water Service: Pursuant to the Certified Amendment of the CC&Rs, that upon breach of a Payment Agreement, a notice will be sent to Owner demanding payment in full of the outstanding balance within forty-five (45) days of the date of said notice; that if said balance is not paid within the forty-five (45) days, upon ten (10) day final notice water service to the subject unit will be terminated by the Association; that any expense attendant to termination of water service to Owner's unit, including but not limited plumbing bills; shall be assessed to Owner's account; and that Owner's account will be, without further notice to Owner, referred to the Association attorneys for legal action. In the case where there is no Payment Agreement but Owner is ninety (90) days or more in arrears and has failed to properly respond to a demand for payment either by payment in full of the outstanding balance or entering into an acceptable payment agreement with Association as described above, the terms, conditions and procedures set forth in this paragraph shall apply.

Note: The foregoing Collection Policy applies to Special Assessments and the terms for payment attendant thereto; and/or any other monies due Association by homeowner.

Newsletters and Notices:

The Board strives to have a newsletter published and mailed to all homeowners/residents annually. Periodically, as necessary, other information may be mailed to homeowner/residents regarding the association in the form of notices and/or memos (i.e. notices of special meetings, special assessments, specific problems being experienced within the complex, new rules, etc.). It is the responsibility of homeowners/residents to read and know the contents of these publications as they contain information pertinent to your association.

PACE EAST TOWNHOUSE ASSOCIATION

Mesa, AZ 85202

RULES & REGULATIONS

A. GENERAL

1. **IT IS THE RESPONSIBILITY OF EVERY OWNER / RESIDENT TO KNOW, OBEY, AND ENFORCE THE RULES AND REGULATIONS CONTAINED HEREIN.** Children allowed by their parents to be in the common area on their own are expected to know and obey those rules that apply to them. In all cases, parents are responsible for their children and the actions of their children. Further, owners are responsible to this Association for the actions of their co-occupants and guests, tenants and their guests while on association premises. Tenants are responsible to their respective unit owner for their actions and the actions of their guests while residing at the subject unit and while on the premises of this association.
2. **DEFINITIONS:** The following are definitions of significant words/phrases used throughout this document:
 - a) **OWNER** refers to the owner of a townhouse unit within Pace East Townhouse Association.
 - b) **OFFSITE OWNER** refers to a non-resident owner, which here is an owner of a townhouse unit with Pace East Townhouse Association who does NOT reside at the subject townhouse, but who owns the townhouse either as investment/rental property or to provide residence for other members of owner's family. With regard to a townhouse purchased by offsite owners so family may live in the unit, said townhouse is considered by law a rental unit and, therefore, is subject to the terms and conditions applicable to an offsite owner herein (i.e. see Rule 4, a thru h below).
 - c) **ONSITE OWNER** refers to an owner who resides at a townhouse unit at Pace East Townhouse Association owned by owner.
 - d) **UNIT** refers to an individual townhouse within Pace East Townhouse Association.
 - e) **ASSOCIATION** refers to this Homeowner Association known as "Pace East Townhouse Association".
 - f) **RULES & REGULATIONS** are also known as the "R&Rs". This document is the Rules & Regulations of this Association, which are the rules and regulations that, by law, govern residents of this Association.
 - g) **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** are also known as the "CC&Rs". This document is, by law, another governing document of this Association, which document is provided to Owner with the Resale Statement just prior to close of escrow of the unit purchased by Owner. With respect to this document and the Rules & Regulations of this Association, Owner must be aware of the contents of the CC&Rs and that they contain further rules and/or clarifications affecting these Rules & Regulations. Owners must further be aware that certain CC&Rs may also apply to Co-Residents and Tenants.
 - h) **COMMON AREA** is defined as any exterior area owned and/or maintained by the Association, including but not limited to lawn and shrub bed areas, carports, driveways, roadways, building exteriors, fences [except party wall fences between units*], clubhouse, pool and pool area. *See also the CC&Rs of Association; and there are rules that apply to the party wall fences, including but not limited to damages and repairs.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

3. ONSITE OWNERS:

a) RESIDENCY FORM: A Residency Form is provided to owner with the Resale Statement, as part of the resale package, at some time just prior to close of escrow. Owner must complete, sign and submit this Residency Form to Management within fifteen (15) days of close of escrow as prescribed by Arizona law. If for any reason owner has misplaced, lost or otherwise needs a new blank Residency Form, it is the responsibility of owner to immediately contact Management to obtain a form in order that it can be completed, signed and submitted to Management within the fifteen (15) day time limit. If the form is not received within this time limit, owner may be subject to a fine per AZ law. Pursuant to Arizona law, said fine may be assessed after a hearing before the Board of Directors, a notice of said hearing to be sent prior to the hearing to owner within the legally prescribed time limit.

On-Site Owner Change in Occupancy or Any Other Information: Owner must submit a new completed, signed Residency Form to the association, through Management, each time there is a change in occupancy at owner's unit or any other information contained in the existing Residency Form within fifteen (15) days of said change. If owner has misplaced, lost or otherwise does not have a form, it is the responsibility of the owner to immediately request a blank Residency Form from Management in order to comply in a timely manner. If the form is not submitted within this time limit, owner may be subject to a fine by the Board of Directors after a notice of and hearing before the Board of Directors.

b) COPIES OF THE RULES & REGULATIONS: A copy of these Rules & Regulations is provided to each owner, along with the Resale Statement, as part of the resale package as required by law, at or before close of escrow of owner's unit. If for any reason owner has lost, misplaced or otherwise no longer has a copy of these Rules & Regulations, it is owner's responsibility to immediately request a copy from Management. The initial set of these Rules & Regulations is provided to owner with the Resale Statement at no charge. Thereafter, additional copies of these Rules & Regulations will be provided to owner upon request to Management at a charge of \$5.00 per set to cover the cost of photocopying, handling and mailing. Loss, misplacement or otherwise no longer in possession of this document is no excuse for owner not knowing and abiding by these Rules & Regulations.

Owners must make a copy of these Rules & Regulations and the CC&Rs available to their respective co-occupants; owners shall discuss the contents of these documents with their co-occupants to ensure they know and understand them. Owners and their co-occupants are required to know and abide by these Rules & Regulations. Owners are responsible for the actions of their co-occupants as set forth above.

c) OWNERS RESPONSIBLE FOR ACTIONS OF CO-RESIDENTS AND GUESTS: Owners are responsible for the actions of their co-occupants and guests; offsite owners are responsible for their tenants and their guests. Residents are responsible for the actions of their guests, including their children's friends.

4. OFFSITE OWNERS: An Offsite Owner is a Non-Resident Owner.

RENTING AND LEASING UNITS:

a) COPIES OF RULES AND REGULATION (R&Rs) AND COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): If Owner rents or leases his/her unit(s), *prior to or at the time tenant(s) moves into Owner's unit*, OWNER IS REQUIRED TO PROVIDE THE TENANT(S) and, if applicable, Leasing Agent WITH A COPY OF THESE RULES & REGULATIONS AND A COPY OF THE ASSOCIATION'S CC&Rs. Further, Owner shall discuss the contents of these documents with Tenant(s) and, if applicable, Leasing Agent to ensure Tenant(s) understand these Rules & Regulations and the also the CC&Rs as they apply to Tenant(s), and to inform Tenant(s) that they are REQUIRED to know and abide by these Rules & Regulations while residing at Owner's unit and while on the premises of this association.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

b) RESIDENCY FORM: Owner is REQUIRED to submit a completed, signed Residency Form ~~with a copy of the Lease and Crime-Free Lease Addendum by the commencement of the term of the lease.~~ Owners are REQUIRED to notify the Board, through Management, when Tenants change in order to keep an up-to-date roster of residents.

Change in Residency or Other Residency Information: Owner must submit a new completed, signed Residency Form to the association, through Management, each time there is a change in occupancy by the commencement of the subject lease/rental agreement; or *any other information contained in the existing Residency Form* (e.g., number/names of tenants, vehicles, pets; change in contact phone number/address, etc.) within fifteen (15) days of said change. If owner has misplaced, lost or otherwise does not have a form, it is the responsibility of Owner to immediately request a blank Residency Form from Management in order to comply in a timely manner.

c) COMPLIANCE IN PROVIDING REQUIRED FORMS: Signed forms may be faxed, scanned and emailed, or mailed to Management; if Owner fails to provide the updated Residency Form to Management with fifteen (15) days of any change, Owner may be subject to a fine per AZ law.

e) TENANT PARKING: Owner is REQUIRED to advise Tenant(s) of the subject unit's two (2) parking spaces. Tenant(s) must be advised that if extra parking spaces are needed (no more than two extra allowed), "open parking" is available at no additional cost throughout the complex. Tenant(s) may NOT park in another unit's parking spaces without written permission from that unit's owner on file with Management.

f) TENANT USE OF FACILITIES: During the period a unit is occupied by Tenant(s), Tenant(s) is an area resident with exclusive rights to use the facilities, providing Owner is in compliance with the association's governing documents. Owner shall be held financially responsible for any violation of the Rules & Regulations and/or damage to association property by Tenant(s).

g) OFF-SITE OWNERS RESPONSIBLE FOR ACTIONS OF TENANTS AND THEIR GUESTS:

Owners are responsible for the actions of their Tenants and tenants' guests. Residents are responsible for the actions of their guests, including their children's friends. Tenants, like Owners, are required to observe all policies, rules and regulations governing residents of Pace East Townhouse Association. It is recommended to Owners that a statement of this nature be included in Tenant leases or rental agreements. The Association, the Board of Directors, and Management are not responsible for advising tenants of these policies, but, in all cases, Tenants are obligated to observe these policies.

5. RESIDENCY FORM - GENERAL: A Residency Form is provided to owner with the Resale Statement, as part of the resale package, at some time just prior to close of escrow. Owner must complete, sign and submit this Residency Form to Management within fifteen (15) days of close of escrow as prescribed by Arizona law. If for any reason owner has misplaced, lost or otherwise needs a new blank Residency Form, it is the responsibility of owner to immediately contact Management to obtain a form in order that it can be completed, signed and submitted to Management within the fifteen (15) day time limit. If the form is not received within this time limit, owner may be subject to a fine per AZ law. (See "On-Site Owners" and "Off-Site Owners" above for further detail.)

Change in Occupancy or Any Other Information: After first Residency Form provided after close of escrow as described above, Owner must submit a new completed, signed Residency Form to the association, through Management, each time there is a change in occupancy (change in tenancy, additional resident, etc.) at owner's unit by start of the new occupancy period, and each time there is a change in any other information contained in the existing Residency Form within fifteen (15) days of said change. If owner has misplaced, lost or otherwise does not have a form, it is the responsibility of the owner to immediately request a blank Residency Form from Management in order to comply in a timely manner. If the form is not submitted within this time limit, owner may be subject to a fine per AZ law. (See "On-Site Owners" and "Off-Site Owners" above for further detail.)

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

- 6. COPIES OF THE RULES & REGULATIONS:** A copy of these Rules & Regulations is provided to each owner, along with the Resale Statement, as part of the resale package as required by law, at or before close of escrow of owner's unit. If for any reason owner has lost, misplaced or otherwise no longer has a copy of these Rules & Regulations, it is owner's responsibility to immediately request a copy from Management. The initial set of these Rules & Regulations is provided to owner with the Resale Statement at no charge. Thereafter, additional copies of these Rules & Regulations will be provided to owner upon request to Management at a charge of \$5.00 per set to cover the cost of photocopying, handling and mailing. Loss, misplacement or otherwise no longer in possession of this document is no excuse for owner not knowing and abiding by these Rules & Regulations. (See "On-Site Owners" and "Off-Site Owners" above for further detail.)
- 7. COMMON SENSE:** Courtesy and common sense should prevail at all times and in all instances where there is no specific rule. Conduct that does not interfere with the rights of others is expected. Reasonable care and caution should be exercised at all times in the pool, clubhouse, and other common areas of the complex. When in the common area, children must be supervised by either their parent(s) or an authorized adult. If small children are found to be unsupervised within the common area, appropriate authorities (i.e. police, Child Protection Services, or other agency) may be contacted to handle the situation.
- 8. DISPUTES:** In the event of a question or dispute between residents regarding the Rules and Regulations, interpretation and clarification is the responsibility of the Board of Directors.
- 9. NO LOITTERING:** No "hanging out" in carport areas (no public alcohol consumption, no loud gatherings). The common area is for residents to enjoy; however, it is not for "partying". No large and/or loud gatherings within the common area. The City of Mesa has a 10:00 p.m. to 6:00 a.m. curfew for minors less than sixteen (16) years of age; your Association also has this curfew for minors. This does not affect a minor, with permission of the parents, to be within the common area walking from one unit to another unit. Even during off-curfew hours, minors may not hang out in groups of eight (8) or more within the complex.
- 10. NOISE:** Be considerate of your neighbors and other residents. Control the volume of radios, stereos, TV's, musical instruments and other amplified devices so they do not disturb residents of other units. Loud noises, including but not limited to loud music TV's, parties or other events, yelling, arguments or animated discussions; and objectionable language, including but not limited to profanity and/or racial epithets are NOT permitted within the Association premises.
- 11. DAMAGE TO ASSOCIATION PROPERTY; REPORT DAMAGE:** Owners are responsible for the cost of repairing any damage to Association property, and/or any resultant injuries sustained in the act of damaging said property, caused by their respective tenants, co-residents, family and/or guests. It is the responsibility of residents to report any damage to association property immediately to Management or the Board of Directors.
- 12. WORKERS AND SERVICE PROVIDERS:** Owner is responsible for any damage caused to Association property by workers or service providers retained by Owner to provide services at their unit(s). Owner is responsible for explaining the parking rules (e.g. no parking on lawn) and any other pertinent rules to said workers or service providers.
- 13. IF NO SPECIFIC RULE:** If a situation arises that is not covered by a specific rule herein, or in the CC&Rs of the Association, but the action of the offender has interfered with the rights or quiet enjoyment of another resident, has damaged Association property, or has harmed another resident in some manner, such violation would be covered under this rule and Rule 7. Common Sense above.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

14. VIOLATIONS: *Violation of any of the rules and regulations contained in any section herein may be the basis for assessment of fine(s), withdrawal of pool or other privileges, and/or legal action against owner pursuant to the terms and conditions of the association's governing documents and pertinent municipal ordinances, state and federal laws. If the association incurs costs in the resolution of any violation hereunder, these costs will be assessed against the subject owner. If a violation remains unresolved and/or costs incurred by the association in connection with the resolution of a violation are not paid within a reasonable time, the Board may seek whatever legal remedies are available against the subject owner, including but not limited to all attorney fees and costs incurred in bringing such an action.*

15. FINES: Any and all violations of the CC&Rs and the Rules and Regulations are subject to the following fining policy. Be advised that these guidelines are in accordance with A.R.S. § 33-1803 and other statutes related to Monetary Penalties – Due Process Policy. All fines assessed are billed to the maintenance fee account of the owner of record.

a) The first notice issued by the Board or its agent shall serve as a warning only, except where otherwise stated throughout the Rules & Regulations or in extreme cases as determined by the Board of Directors.

b) Further violations of the same rule within a one-year period shall result in the following fine schedule:

Second Notice:	<i>Minimum \$50.00</i>
Third Notice:	<i>Minimum \$100.00</i>
Fourth Notice:	<i>Minimum \$150.00</i>

Pursuant to Arizona statutes, the first notice (whether warning or fine) contains a Notice of Hearing, setting a date and time for Owner to have an opportunity to appear before the Board of Directors to be heard on the matter. Owner need appear only if owner wishes to contest the violation/fine or otherwise explain circumstances that may mitigate or reverse the violation/fine. *Note:* If Owner wishes a tenant, co-resident or other person to appear, Owner must attend with any non-owner person. Only the owner of record of the subject unit may appeal a warning or fine.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

B. COMMON AREA:

1. **PLAYING IN COMMON AREA:** When in the Common Area, children must be supervised by either their parent(s) or an authorized adult. NO throwing, tossing, batting or kicking balls and/or other objects that could cause personal injury or property damage. NO riding skateboards, roller or in-line skates, bicycles/tricycles, go-peds, scooters, motorized bicycles/scooters/skateboards, mini-bikes or other riding/rolling items within the common areas at any time. Ramps (i.e. for skateboards, etc.) of any kind are strictly prohibited. NO "joy riding"/pleasure riding of ATCs, motorcycles of any type, or other vehicles within the complex – other than licensed vehicles operated by licensed drivers regularly entering or leaving the complex. NO playing in carports, driveways or roadways at any time. NO making messes in common area (e.g., digging or making 'mud pies' in the dirt or sidewalks; throwing rocks, pine cones, etc. around; creating and/or leaving trash or other debris, etc.) Marking up or otherwise damaging sidewalks, fences, driveways or other Association property is NOT permitted; this activity is considered vandalism and will be reported to the proper authorities.

Balls or other items ending up in patios may be confiscated by that unit's resident and brought to the Board of Directors or Management for further action. Balls or other items coming in direct contact with or being handled in a manner that appears to threaten damage to Association property may be confiscated by an authorized representative of the Association or the Board of Directors. Said property will be stored until such time that ownership of the item and appropriate action can be determined, including but not limited to a hearing on the matter before the Board of Directors.

2. **ITEMS LEFT IN COMMON AREA:** NO items may be stored or otherwise left unattended outside in front of units, carports or elsewhere within the common area; including but not limited to patio furniture, toys, sports equipment, etc.. Items left for more than 24 hours in front of a unit or elsewhere within the common area will be removed by an authorized representative of the Board of Directors, placed in storage until ownership can be determined and appropriate action taken including but not limited to a hearing on the matter before the Board of Directors. If an item is in the common area impeding landscape maintenance personnel, it will be removed immediately. To retrieve a confiscated item, contact Management or the Board of Directors.
3. **BASKETBALL HOOPS, SKATEBOARD RAMPS OR OTHER SPORTS EQUIPMENT:** Basketball hoops/backboards, skateboard ramps or any other sports equipment may NOT be attached to storage sheds, carports or townhouse units. NO portable basketball hoops, skateboard ramps or other such equipment allowed anywhere within the common areas, including but not limited to carports, driveways, etc. Any such equipment found in the common area will be removed and placed in storage until ownership can be determined and appropriate action taken as determined by the Board. To retrieve a confiscated item, contact Management or the Board of Directors.
4. **PARTY/PLAY EQUIPMENT OR APPARATUS:** "Blow-up jumping arenas" or such other children's party or play equipment or apparatus are NOT permitted in the common areas, except in connection with rental of the association clubhouse. (See § F. Clubhouse and Clubhouse Reservations, Rule 6, page 16.) Water slides or "slip and slides" are NOT permitted within the common area. Owner, co-resident, tenant or guest responsible for setting up such equipment will be required to remove it immediately upon request by Management or Board member. If left unattended, Management or the Board have the equipment removed to storage. To retrieve a confiscated item, contact Management or the Board of Directors.
5. **CLIMBING ON ASSOCIATION PROPERTY:** NO climbing on roofs, walls, fences, gates, lampposts, trees or other landscaping, storage sheds, carport covers, dumpsters or any other association property at any time. NO ONE is allowed on patio covers, carport covers, or storage sheds for any reason (Only Exception: a licensed contractor retained by the Association or Owner of the subject unit to perform work at the unit).
6. **DO NOT LITTER:** Do NOT leave trash or other items tossed aside in the common area. Do NOT dump ashtrays or other debris in the carport areas. Do NOT leave bags or other containers or piles of trash outside in the common areas, such as next to front doors or back gates, to take to a dumpster "at a later time". DO NOT THROW CIGARETTE BUTTS IN THE MULCH, PLANT BEDS OR IN PROXIMITY TO THE BUILDINGS – THIS IS A FIRE HAZARD.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

7. **TRASH:** Contain trash and dispose of it properly. Trash is not to be left outside your unit, including front common area, carport area, patio and balconies. Allowing trash to accumulate in your patio area is prohibited; this is a sanitation issue. Do NOT send small children to throw trash into the dumpster (also see Rule 8 "Dumpsters" below). This creates an unsightly, unsanitary condition (attracts roaches, etc.) and is an unnecessary extra expense to the association for clean up. Violation of this rule will result in an *automatic \$75.00 fine*.
8. **DUMPSTERS (Trash Disposal):** Do NOT place anything outside dumpster(s) at any time. Large items including but not limited to furniture (sofas, etc.) and appliances (refrigerators, washers, dryers, etc.) may NOT be placed in the dumpsters; the owners of these items are responsible for hauling them off premises. If a larger lightweight item can be broken down into small pieces, the broken up pieces may then be placed inside dumpster. Hazardous waste, flammable or other dangerous items may NOT be placed in the dumpsters (no vehicle batteries, oil, propane tanks, etc.) These items must be taken off property to a proper disposal site. Children must not play around or in dumpsters. *Do NOT send small children to throw trash into the dumpster* if they cannot reach the top of the dumpster, as they either try to throw the trash into the dumpster and miss causing the trash bag to break all over the area, or just leave it by the dumpster. This creates an unsightly, unsanitary condition (attracts roaches, etc.) and is an extra unnecessary expense to the association for clean up. Violation of this rule will result in an automatic \$75.00 fine. Remember, unsightly messes on the premises detract from property values.

Special Trash Pickups: Although the City of Mesa will NOT pick up an item if it is too large and heavy to be in the dumpster or is placed outside the dumpster, they do have special pickups for these large items. If you have a large item (e.g., washer, dryer, couch, etc.) to be hauled away, call the City of Mesa and they will make special arrangements with you for a fee.

9. **NO ACCESS TO CANAL:** There is positively NO ACCESS through the chain link fence to the canal area at the south end of the complex. What appears to be a "gate" at the west end near the storage lot was installed many decades ago and is not now nor has it been intended as a gate for residents; this gate was for Salt River Project and other utility service personnel access ONLY. This has been locked down for decades due to the potential liability to the Association. In the event a resident or guest of a resident is observed bending, cutting, or otherwise causing damage to this fencing, whether for the purpose of gaining access to the canal or vandalism alone, the subject Owner will be assessed a fine plus any cost of repairing said damage. Further, such resident or guest will be *subject to arrest for vandalism* by the Mesa Police Department. If any resident or guest of a resident is observed gaining access to the canal area through a broken space in the chain link fence, said subject Owner will be assessed a fine. Residents who wish to walk the canal must go around and access the canal walkway from Southern Ave to the south or 8th Avenue to the north. There are NO EXCEPTIONS to this rule. Further, residents are responsible for reporting any damage to this chain link fence to Management so arrangements can be made for repairs as soon as possible. Please keep in mind that ignoring or causing a "hole" in this fence creates a huge liability to the Association – a child or children could wander through such a hole/space in the fence with devastating consequences, such as a child falling into the canal and drowning. It is critical that all residents and guests do their part in mitigating this dangerous situation and liability.
10. **NO FLAMMABLES:** BARBECUES, other incendiary cooking devices, or other incendiary items are strictly prohibited anywhere at any time within the common area. Further, the possession and use of pyrotechnics or other flammables within the common areas, including pool area and clubhouse, are strictly prohibited. If such pyrotechnics (i.e. fireworks, etc.) or other flammables are in violation of the law, the proper authorities will be notified. If a tenant or a tenant's guest is witnessed in possession and use of pyrotechnics or other flammables while within the common area, and it is deemed that such activities put association property and/or residents at risk, owner of the unit where tenant resides will immediately be notified. Such violation may affect tenant's lease or rental agreement under the Crime-Free Lease Addendum.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

- 11. WATER USE:** Washing vehicles is permitted but use common sense - do NOT let water run and run into streets, do NOT leave water running while wiping vehicle or other things. Never leave running water unattended – whether watering patio plants or washing a vehicle or other activity. Do NOT allow children to play in the water in the common area; ONLY landscape maintenance personnel may utilize exterior common area water. If you allow your children to play in water within the complex, it MUST be done *within your patio area*. Again, though, do NOT allow water to run and run. If children are using a plastic wading pool in your patio area, fill it up and then turn the water off. Do NOT use water to clean patios and carport areas; please use a broom. The Association is responsible for the payment for the water usage of the entire association, interior and exterior usage. REMEMBER, EACH RESIDENT'S WATER USAGE AFFECTS THE OVERALL ASSOCIATION WATER BILL, BUDGET AND MAINTENANCE FEES.
- 12. CARPENTRY OR OTHER SUCH WORK:** Carpentry or other such work is *strictly prohibited*. Only Exceptions: Small projects for personal hobby (making a special occasion gift for family or friend) or interior home improvements at your unit. Such small projects must be confined to the interior your unit and patio area only (projects may not spill out into carport or common area), done at reasonable hours and must NOT damage association property or disturb neighbors.
- 13. SIGNS:** No sign shall be displayed on any lot except for the following: 1) "For Sale", "For Rent" or "For Lease" signs are permitted as provided for in Section 3, Article X of the CC&Rs; 2) one small security system sign (e.g., ADT); 3) one "Beware of Dog" sign per lot is permitted providing it is no larger than 10 X 12 inches and it is placed on the rear gate of the lot only; and 4) "No Parking" signs are permitted (one per parking space for each of the two parking spaces per lot) providing they are no larger than 10 x 12 inches and are placed on the fence at the head of each parking space. If an Owner/Seller desires additional signing or would like to place a "For Sale" sign in a different area, Owner must contact Management to seek approval therefor. If an Owner desires to install a sign different from those discussed herein, Owner must contact Management to seek approval therefor.
- 14. GARAGE SALES:** Owner MUST contact Management for approval and scheduling of a "garage sale". Only TWO (2) "garage sales" per unit, per calendar year. Only residents are permitted to hold garage sales. Owners who hold unauthorized "garage sales" will be fined; owners are responsible for garage sales held by their tenants or co-residents. Further, if an authorized "garage sale" is held, it will count toward the two allowed for that year for that unit; if such unauthorized event is the third or more garage sale for that unit for the calendar year, Owner will be fined. Do NOT conduct your sale in front of another resident's unit or near the pool. Do NOT hang or otherwise display items on the pool fence, other fences, carport covers, or trees and shrubs. Do NOT allow traffic and parking by those attending the garage sale to become a nuisance to your neighbors; you, your tenants and guests must abide by the parking rules. **NO DOUBLE PARKING OR PARKING IN OTHER UNITS' CARPORT SPACES; NO BLOCKING VEHICLES!** The appearance of the garage sale MUST be kept neat; owner or tenant MUST clean up afterwards.
- 15. NO WEAPONS:** Firearms, BB guns, pellet guns, bow and arrows, sling shots, knives or any other similar device are *strictly prohibited* within common areas. If anyone has a weapon that may be in violation of the law, the proper authorities will be notified. If a tenant or a tenant's guest is witnessed having a weapon while within the common area, owner of the unit where tenant resides will immediately be notified. Such violation may affect tenant's lease or rental agreement under the Crime-Free Lease Addendum.
- 16. NO VIOLENT OR THREATENING BEHAVIOR:** Violent or threatening behavior of any kind is *strictly prohibited* within the common area. This includes but is not limited to physical fighting, violent pushing and shoving, loud threatening arguments, intimidation of others, threatening actions against others. Be advised that if other residents are threatened by or are fearful for themselves or others due to such violent or threatening behavior within the premises, the proper authorities may be notified. If a tenant or a tenant's guest is witnessed to have exhibited such behavior, owner of the unit where tenant resides will immediately be notified. Such violation may affect tenant's lease or rental agreement under the Crime-Free Lease Addendum.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

C. ITEMS REQUIRING BOARD APPROVAL

- 1. BOARD APPROVAL OF ADDITIONS AND/OR ALTERATIONS:** All requests and plans for additions and/or alterations, or any other item requiring Board approval, must be submitted, in writing, to the Board of Directors for approval prior to installation. If any addition and/or alteration or other item requiring approval of the Board of Directors has been installed prior to submission for approval of the Board of Directors, and the request for approval of said item is denied by the Board of Directors, said item will be immediately removed at the Owner's expense. See also the CC&Rs.

Pursuant to the Association's CC&Rs, the Board shall have thirty (30) days after submittal of plans to approve or disapprove plans. However, if, after initial submittal of an application, additional information is required by the Board in properly considering a proposal, it is understood that this thirty (30) day period shall commence from the date of final submittal of all documentation by Owner in application for approval of the subject proposal.

- 2. ADDITIONS AND/OR ALTERATIONS - COMPLIANCE AND PERMITS:** All exterior additions and/or alterations must be in compliance with the governing documents, esp. the CC&Rs of the Association. Where required, the additions and/or alterations must also be compliance with the Building Code of the City of Mesa, County of Maricopa, and/or State of Arizona, including but not limited to obtaining proper permits. Specific information will be made available upon request of the Board of Directors.
- 3. APPROVAL EXPIRATION:** Construction of an approved project must be started with ninety (90) days of the date of approval of the application or the approval shall be deemed withdrawn and plans must be resubmitted in accordance with these guidelines, unless otherwise specified and approved in writing.
- 4. CONSTRUCTION PERIOD:** Once an approved project is started, construction shall be pursued diligently in order to assure prompt completion thereof. Absent a different deadline for completion of construction (which may be shorter or longer, at the Board's discretion), such construction shall be completed within six (6) months of the date of the approval of the application.
- 5. LIABILITY:** Neither the Association, nor the Board of Directors or Management, shall have any liability in connection with or related to approved plans, specifications, or improvements. The approval of the plans does not mean that judgment is passed on the structural soundness of the improvement nor its effect upon existing or future drainage. The review of the plans is for aesthetic purposes only. Owner is responsible for the actions of the service providers they retain; owner is therefore responsible for any damage caused to Association property by said service providers.
- 6. COMMON AREA LANDSCAPE:** Rules 1 and 2 above apply also to the common area landscape. Adding, removing or otherwise altering the common area landscaping (e.g. adding/removing plants, trees, borders, etc.) is *strictly prohibited* without prior approval of the Board of Directors. Under no circumstances may an Owner, or any resident, plant a tree in the common area; trees require planning and prior approval of the Board of Directors, and must be planted and maintained by the landscape contractor. If an unapproved tree, shrub or other landscape item is installed by an Owner, or any resident, it will be removed by the landscape contractor at the Owner's expense. Any questions, requests or suggestions regarding common area landscape may be made through Management.
- 7. PATIO COVERS/GAZEBOS:** A proposal for the patio cover or gazebo must be submitted for approval by the Board of Directors. Plans must include dimensions, type of materials, drainage, etc. Covers must blend with the building color (no bright or contrasting colors). Covers may not exceed nine feet in height on two-story units, or the roofline on single-story units. Gazebos must be free-standing (not attached to building). Gazebos or other free-standing covers require Board approval. Upon Board approval, applicable permit(s) must be

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

obtained from City of Mesa prior to installation of the patio cover. If a patio cover, gazebo or other cover is installed without Board approval, upon notification by Management or Board to Owner, Owner will be required to immediately seek Board approval. If Owner does not immediately seek Board approval upon notification, Owner will be required to take said cover down within a designated period of time as Owner's expense. If Owner ignores said notification by Management or Board, Owner may also be assessed fine(s) to be determined at a Board hearing until said cover is removed as required.

NOTE: Aluminum patio covers are NOT acceptable. Although pre-existing aluminum patio covers are "grandfathered", when these pre-existing aluminum patio covers are eventually replaced, they must be replaced with a type and material, other than aluminum, acceptable to the Board.

8. **AIR CONDITIONING (A/C) UNITS AND ROOFS:** All Owners are required to obtain prior approval from Management for Owners' contractors (service providers) to go on roofs, except for normal routine service to refrigeration/heat pump (a/c) units. However, since roofs are the responsibility of the Association, Owners are required to retain licensed, bonded contractors (service providers) to perform *any work* that requires said contractors to go on the roofs, including normal routine service. Owners are responsible for any roof damage caused by owners' contractors.

Installation of and/or major work on A/C units:

Any Owner is required to obtain approval from the Board of Directors, through Management, prior to installation of an air conditioning unit and/or initiation of any other work which may breach the integrity of the foam seal around the a/c unit. This notification and required approval is critical to prevent any violation or breach of any existing warranty for the foam roofs. When seeking required approval of the Board of Directors for installation of an a/c unit or other work which may involve breaching the foam seal around the a/c unit or otherwise possibly damage the roofs, Owner must provide specifics for the work to be done, including but not limited to the size (tonnage) of a/c unit to be installed, and the name and telephone number of the licensed, bonded contractor retained by Owner to perform such installation and/or other work. If the Board of Directors authorizes said work, Owner or its contractor must advise Management of completion of the job within 24 hours thereof. Management shall, within 72 hours of notification of completion of the authorized work, have the Association's foam roof contractor inspect the work area of the roof to make sure there is no damage or that any damage has been properly repaired, and/or that any foam re-seal has been done properly.

If the foam re-seal and/or any damage repair has not been done properly in accordance with the roof warranties, Owner will be so advised. Owner is then required to have the necessary corrective work performed. If the corrective work is not done in accordance with the terms of the roof warranties, the Association's governing documents, and by the required date, the Association will have its foam roof contractor do the necessary work, and Owner will be assessed the cost thereof.

This rule also applies to the shingled and shed roofs.

9. **CABLE/PHONE:** The cable provider requires Board approval per unit. A cable authorization letter may be obtained from Management. Installation of cable, phone, or other services requiring installation of wires or other type connections on building exterior must be done in accordance with provisions of the cable or service provider authorization letter (this authorization letter must be obtained from Management prior to installation of service). If exterior lead-in wire is necessary for cable, phone, Internet, satellite, etc., it must be concealed and securely attached to building. No wires may be attached to carport covers or storage sheds.
10. **SATELLITE DISHES AND ANTENNAS:** REQUIRE BOARD APPROVAL. Owner must obtain a Satellite System/Equipment Installation Authorization Letter from Management, which sets forth the standards for installation, to be accepted and signed by installer; the signed authorization letter must be returned to and received by Management prior to initiating installation. Although, pursuant to Federal Communications Commission (FCC) requirements, each Owner has a limited right to install a satellite dish or receiving antenna at Owner's unit(s), there are legally permitted restrictions including but not limited to the following:

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

a) NUMBER, SIZE and APPEARANCE: ONE (1) satellite dish or receiving antenna is permitted at a unit. A satellite dish may not exceed 24 INCHES in diameter and neutral in color; satellite dishes must be as inconspicuous as possible in appearance and location. An antenna may receive but not transmit signals. Antenna size and appearance must be presented to Board for consideration and approval; antennas must be as inconspicuous as possible.

b) LOCATION: Location of the satellite dish or antenna is limited to your unit, namely:

i) inside your unit, or

ii) in an area outside your unit but within your unit's perimeters and under your sole control such as your patio (below fence line), or mounted on air conditioning unit mounting brackets (recommended, but must not exceed two (2) feet in height above the a/c unit).

Installation is NOT permitted on any exterior wall, window and windowsill, fence, shed roof, parking area or common area. If a roof area other than mounting on a/c unit is the only exterior area that a satellite dish or antenna may be installed for optimum signal, then Owner is REQUIRED to contact Management to discuss where on the roof area and how it will be installed; installation may not interfere with the integrity of the foam or shingled roofs. ALL INSTALLATIONS MUST BE APPROVED BY BOARD OF DIRECTORS PRIOR TO INSTALLATION.

c) INSTALLATION: Installation (1) must comply with reasonable safety standards; (2) may not interfere with cable, telephone or electrical systems; (3) may not be connected to telecommunication systems of other units; and (4) may not be connected to the Association electrical system. A satellite dish or antenna installed in a permitted exterior area must be installed and safely secured according to specifications of the Association, manufacturer and service provider, and in compliance with FCC requirements. No antenna or wire may be attached to carport covers or storage sheds; and wires are NOT permitted to be strung across roofs. Installation may not damage or alter the building exterior or common area.

d) WIRES/CABLES: If your satellite dish or antenna is located outside your unit, the signals received by it may be transmitted to the interior of your unit only by the following methods: (1) running a traditional or flat cable through a hole in the wall (that will only be large enough to accommodate the cable), which hole must be in an inconspicuous area and sealed properly to prevent moisture, etc. from entering the building; (2) wireless transmission of the signal from the satellite dish or antenna to a device inside the unit; or (3) any other method approved by the Board of Directors.

Any cables or wires utilized must be necessary to this installation; wires/cables must match the exterior of the building to help conceal the wiring; wires must enter unit at the closest point to satellite dish or antenna; and there may be only one entry point per unit.

e) WORKMANSHIP: Owner is responsible for ensuring that the installation of any satellite dish or antenna is performed in a safe and secure manner within Owner's unit area. Owner must obtain a Satellite System/Equipment Installation Authorization Letter from Management, which sets forth the standards for installation, to be accepted and signed by installer; the signed authorization letter must be returned to and received by Management *prior to initiating installation*. The Board of Directors reserves the right, but has no obligation, to inspect the exterior installation of any satellite dish or antenna; to require that the satellite dish or antenna be re-located, reinstalled, or removed if in the reasonable judgment of the Board of Directors such equipment poses a safety hazard, may cause damage or destroy the integrity of an exterior surface, is determined unreasonably unsightly where located, and/or is determined to be installed in an unapproved exterior area.

f) MAINTENANCE: Owner has the sole responsibility for maintaining such satellite dish, receiving antenna, and any and all related equipment.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

g) REMOVAL AND DAMAGES:

i) Removal, Reinstallation or Relocation: If Owner is required by the Board to remove, reinstall or relocate their satellite dish, antenna or related equipment, the required action must be done within a time limit to be set by the Board but not to exceed thirty (30) days; Owner is responsible for any and all costs involved in the required removal, reinstallation or relocation, including responsibility for any damages and for the cost of repairs (i.e. roof repair, stucco repair, repainting) which may be necessary to restore the exterior of the building to its condition prior to the improper, unapproved or otherwise unacceptable installation of the satellite dish, antenna or related equipment.

ii) Removal at Sale of Unit: Owner must remove their satellite dish or receiving antenna and any and all related equipment when owner sells, *unless* purchaser has a written agreement with seller to accept full responsibility for the installed equipment, including but not limited to agreement by purchaser to hold the association harmless for any injury or damage to persons or property caused by said installed equipment. Owner must pay for any damages and for the cost of repairs (i.e. roof repair, stucco repair, repainting) which may be necessary to restore the exterior of the building to its condition prior to the installation of the satellite dish, antenna or related equipment.

h) LIABILITY AND INDEMNITY: Owner is liable for any injury or damage to persons or property caused by the satellite dish or receiving antenna installed at Owner's unit; therefore, it is recommended that Owner maintain liability insurance covering such damage or injury. Owner installs and operates his/her dish or antenna at Owner's own risk. Further, Owner agrees to hold the Association harmless and indemnify Association against any claims related to Owner's satellite dish by others.

Owner may initiate installation of a satellite dish or receiving antenna only after receiving written approval from the Board of Directors and receipt by Management of the completed, signed Satellite System/Equipment Installation Authorization Letter. Owner's limited right to install a satellite dish, as well as the Association's right to impose reasonable restrictions, arise as a result of a Federal Communications Commission (FCC) order. If Owner has any questions about this order, Owner may contact Management or the FCC direct at 1-888-225-5322 or www.fcc.gov.

- 11. SOLAR PANELS/COLLECTORS**: Although State of Arizona law permits solar panels, Owner must submit detailed design and installation specifications to Management for Board approval. If approval is granted by the Board of Directors, the applicable permit(s) must be obtained from the City of Mesa, and a copy of said permit returned to the Board of Directors for the record. If this procedure is not followed, the Board of Directors may require removal of the solar unit. If so, said removal will be done at Owner's expense.
- 12. SECURITY DOORS AND WINDOW BARS**: Regular screen doors are NOT allowed due to security issues after December 31, 2005; however, screen doors installed prior to December 31, 2005 have been "grandfathered" and when replaced, must be replaced with a "security door". Security doors and window bars are permitted; however, approval must be obtained from Management prior to installation. Security doors must be of good quality and properly installed; the color must be either dark brown or black. Window bars must be either the building color or black. Any other color for either product must be submitted to Management for Board approval.
- 13. WINDOW SCREENS**: Window screens are the responsibility of owners and must be maintained in good repair. Torn, warped, bent or otherwise unsightly screens must be replaced by owner within thirty (30) days of notice to replace from Management or Board. Replacement window screens may be brown, black or the standard original aluminum type, and must be uniform and conform to original design. Any other color or design must be submitted to Management for Board approval.
- 14. SUN SCREEN FILMS**: Sun screen films are permitted. However, visible treatments must be a neutral color (no rainbow, purple, or other such colors), appropriate, and neat appearance from the exterior. Sun screen window treatments must be submitted to Management for Board approval prior to installation.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

15. INTERIOR WINDOW TREATMENTS: Because interior window treatments are visible from the exterior, they must be appropriate and neat in appearance. Mini-blinds, vertical blinds, drapes, curtains are examples of appropriate window treatments; these must appear neat, neutral in color and design from the exterior. Interior window treatments may not hang askew; no torn, stained, dirty, messy window treatments, no broken, missing, bent or otherwise damaged blinds; no loud colors or designs. Window treatments that are in disrepair, such as the foregoing unacceptable conditions, must be repaired, replaced and/or removed within a reasonable period as determined by the Board of Directors.

Examples of window treatments NOT permitted: Aluminum foil, blankets, flags, sheets, towels, tarps (plastic, canvas, etc.), cardboard, newspaper, awnings, sunshades, reflective glass, newspaper, plywood, children's drawings/artwork, political or religious proclamations or advertisements, or other such materials and/or items not designed for interior window treatments. If an unusual window treatment is desired, it must be submitted to the Board of Directors for approval. Unusual window treatments or any others that do not conform to the standards as set forth may not be installed without prior Board approval.

16. FRENCH DOORS: Replacing sliding patio and/or balcony doors with French doors are permitted in most cases, but must be submitted to the Board of Directors for approval prior to installation.

17. FRONT DOORS: Front doors are the responsibility of the Association. However, a front door will be replaced only when necessary as determined by Association due to deterioration by normal wear-and-tear or water damage by sprinkler water. Front door replacement due to damage caused by resident(s) is an Owner responsibility. However, if an Owner is replacing a front door due to damage by resident(s), Owner must obtain information from Management as to the type of door that is acceptable and obtain final approval for the replacement from Management *prior to installation* of the new front door. If an Owner wishes to replace a front door prior to its need for replacement, Owner may do so at Owner's expense. However, again the replacement door must be the same style as generally throughout the complex and approval for said new front door must be obtained from Management *prior to installation* of the new front door.

18. STORAGE CONTAINERS: Free-standing storage sheds or containers *must be approved by the Board of Directors* prior to installation or placing them within the patio area of a unit. Storage shed or containers that require attachment to building, fencing, etc. are NOT permitted.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

D. PATIOS, BALCONIES AND OTHER EXTERIOR ITEMS:

1. **PATIO LANDSCAPE GUIDELINES:** NO landscaping (planting) is permitted without prior written approval with the exception of the patio area of Owner's unit. Any patio landscaping must be done in a manner as to not interfere with proper drainage or cause water to drain or seep into neighboring patios or excessively into the common area, or interfere with underground or above ground utilities. Patio landscape may not cause dropping of fruit and/or excessive leaves or flowers into neighboring patios or common areas. Absolutely nothing shall be attached to or penetrate any building exterior, including sheds. The Association has developed a list of recommended desert-friendly, low-water plants (see list below).
2. **RECOMMENDED PLANT LIST:** The following are some of the Board recommended desert-friendly plants:

Plants for Partial Sun

Autumn Sage
Hibiscus
Bush Morning Glory
Japanese Boxwood
Blue Plumbago

Plants for Full Sun

Natal Plum "Boxwood Beauty"
Green Cloud Sage
Red Bird of Paradise
Bougainvillea
Lantana – various colors
Japanese Privet
Heavenly Bamboo
Dwarf Oleanders

Owner may contact Management for an updated list of recommended plants. NO planting may be done anywhere in the common area without prior approval of the Board of Directors or Management.

3. **PLANTING GUIDELINES:** Plants must be at least 12 inches away from any and all structure walls. No plant should ever make contact with any structure, including stucco walls, to prevent any possible damaging chemical reactions from plant saps. All costs of repair due to damage caused by not adhering to these guidelines will be assessed to the subject unit's assessment account.
4. **PATIO LANDSCAPE MAINTENANCE:** Vines, shrubs, and trees must be trimmed or removed as required for exterior maintenance, painting, and general aesthetics. Patio landscape growth must not cover storage sheds or roofs; rub, grow into or attach itself to exterior walls, roofs or fences; or extend into neighboring property without written permission directed to the Board of Directors from the subject neighboring owner. Damage or other violation caused by patio landscape roots, limbs, fallen or overgrown trees, vines, and shrubs will be corrected at Homeowner's expense.
5. **PATIO TREES AND OTHER PLANTS:** Owner may plant acceptable trees or other plants in the patio area. However, **patio trees must be approved by the Board through Management prior to planting.** Owner is requested to check with their plant nursery before purchasing trees to make sure they do not have root structures that will grow into plumbing and other utility lines; that the root structure will not eventually raise fence, patio slab, or common area asphalt; that said tree(s) will not grow to such a height and/or width as to interfere with roofs or neighboring units. Owners are required to maintain patio plants, including regular trimming. Owner must trim plants and/or trees as required by Association. Dead trees and other *dead plants must be removed immediately*; these are not only unsightly but may create a fire hazard. If a tree or plant is not properly maintained and/or trimmed, the association may either trim or remove said tree or plant *at Owner's expense*. Any damage to association property, including but not limited to falling branches or other landscape debris necessitating cleanup by association or neighboring residents, caused by owner's landscape will be assessed to the Owner.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

- a) PALM TREES may NOT be planted within patio areas. Pre-existing ("grandfathered") Palm Trees must be trimmed and otherwise maintained at least ANNUALLY by no later than July to avoid seed pods from blossoming. Any damage, including debris necessitating cleanup, to the common area or other association property due to lack of proper maintenance including trimming of these palm trees will be assessed to Owner. If Owner fails to trim or otherwise maintain palm trees as required herein and/or by notice from Management or Board, *Owner will be required to remove said palm tree(s) at Owner's expense.*
 - b) VINES (e.g., "Cats Claw") that grow against walls, up into roof areas, and/or on and over fences may NOT be planted within patio areas. Pre-existing ("grandfathered") climbing/clinging vines such as "Cats Claw" must be kept trimmed away from buildings, roofs and fences at all times. Any damage, including debris necessitating cleanup, to the exterior of the building, roofs, fences, common area or other association property due to lack of proper maintenance including trimming of these vines will be assessed to Owner. If Owner fails to trim vines from building, roofs and fences as required herein and/or by notice from Management or Board, *Owner will be required to remove said vines at Owner's expense.*
 - c) FRUIT BEARING TREES may NOT be planted within patio areas. Pre-existing ("grandfathered") fruit bearing trees must be trimmed, harvested and cleaned up after on a regular basis or as needed. Due to the roof rat problem throughout Maricopa County, residents must clean up fallen fruit daily and make sure fruit is harvested from trees as needed (at least weekly during height of fruit bearing). Any damage to the common area or other association property due to lack of proper maintenance including trimming and harvesting/clean up related to these fruit bearing trees will be assessed to Owner. If Owner fails to trim or otherwise maintain fruit bearing trees as required herein and/or by notice from Management or Board, *Owner will be required to remove said fruit bearing tree(s) at Owner's expense.*
6. **GENERAL PATIO MAINTENANCE:** Patios MUST be kept reasonably clean and in a good state of repair, and clear of fallen fruit, dead plants/weeds/leaves, pet feces/urine, garbage/trash, and other debris and miscellaneous items. Dry weeds, dead plants/leaves, flammable debris, and other items are a potential fire hazard especially during the summer heat. Patios are *not* storage areas. Piles of trash, bags of refuse, old furniture, etc. are NOT permitted; violation of this rule is a potential city ordinance health and sanitation violation. Flammable items (e.g., gasoline, kerosene, etc.) may NOT be kept in patios or storage sheds. Patios must be kept in a reasonably good state of repair. (Also see the Association's CC&Rs)
 7. **GATES:** Gates must be kept closed at all times (obviously, except for when entering or leaving patio area). This is a security and property aesthetics issue. Leaving your patio gate open is an invitation to someone unknown to you to enter your patio area – possibly with criminal intentions. Further, it gives the appearance that the resident does not care about their property; this can affect property values. Since the gate is considered part of the perimeter fencing, it is maintained by the association. However, gate latches – types and maintenance - are the responsibility of Owner.
 8. **FENCES:** Fences between adjacent unit patios are considered "party walls" and are the responsibility of the respective Owners on either side to maintain pursuant to the Association CC&Rs. Perimeter fences are the responsibility of the association, except if the damage was caused by resident or guest(s) of resident. Owner should notify Management if a perimeter fence or gate is in need of repair.
 9. **FENCE SLATS:** Fence/gate slats damaged by Owner or Tenant are the responsibility of Owner. Broken or damaged slats must be replaced by the Owner within thirty (30) days of notification by Management or Board. Slats that are broken or damaged through normal "wear and tear" or reason other than by Owner or Tenant should be reported to Management for repair or replacement.
 10. **NO ITEMS ON STRUCTURES:** NO items may be hung (including rugs or other items for cleaning or drying) on or attached in any manner to fences, walls or balcony walls except inside patio or balcony below the height of the patio fence or balcony retaining wall in a manner that will not damage exterior walls or fences.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

- 11. STORAGE IN PATIO AND BALCONIES:** NO storage of items anywhere (including building roofs, carports, shed roofs, etc.) except within unit interior or within patio, patio sheds or balcony area as follows:
- a) Storage of items within patio, patio shed or balcony areas must NOT create an eyesore or fire hazard;
 - b) Storage of hazardous items (gasoline, etc.) is NOT permitted;
 - c) Items stored inside patio or balcony enclosures may NOT exceed the height of the patio fencing or balcony retaining wall;
 - d) Items may NOT be stored on shed roofs; and
 - e) Free-standing storage sheds or containers *must be approved by the Board of Directors* prior to installation or placing them within the patio area of a unit. Storage shed (other than the originally constructed shed) or containers that require attachment to building, fencing, etc. are NOT permitted.
- 12. STORAGE SHED:** The interior of the storage shed, including walls, ceiling and floor, and the door of the storage shed are the responsibility of Owner and must be kept in good repair at all times. The storage shed building exterior and roof is the responsibility of Association; however, Owner must not attach items to the shed exterior or roof, or otherwise do anything to interfere with or damage the integrity of the walls and roof of the shed. Owner must keep the shed roof clear of debris; shed roof may not be used for storage at any time. It is Owner's responsibility to notify Management in a timely fashion if the exterior walls or roof of the storage shed are in need of repair.
- 13. CLOTHESLINES:** Attached clotheslines are NOT permitted in patio areas. If a clotheslines or drying rack is necessary, it must be free-standing (not attached to building, fencing, etc.) and must NOT show above the fence line. Clothes lines are NOT permitted in balconies; clothes racks are permitted in balconies ONLY if they cannot be seen above the balcony retaining wall.
- 14. WATER SOFTENERS:** Must be installed inside storage shed or out of sight inside patio area. All automatic and self-flushing types must be connected to the sewer system.
- 15. VENTS:** Owners are responsible for locating and maintaining unit vents, including but not limited to regular, as needed, clean-out of unit dryer and other vents. Not regularly cleaning out dryer vents as needed may cause a fire hazard; if a fire results from such inaction on the part of owner, owner will be held responsible and assessed for the cost of repairing any and all damages to association property. Vents on storage sheds must face the unit, not the street or carport.
- 16. FRONT DOOR LOCKS:** Deadbolts are permitted on doors. Padlocks are NOT permitted on front doors.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

E. VEHICLES (Parking, carports, storage, etc.)

1. **VEHICLES – GENERAL:** Due to limited parking space availability, there is a limit of FOUR (4) VEHICLES Total per unit on premises for residents: two vehicles to be parked in the unit's two carport spaces; the other two vehicles to be parked in open parking spaces. (Example: In the case of five roommates, each owning a vehicle, one roommate must park his/her vehicle off premises to comply with the four-vehicle limit.) All vehicles parked anywhere within the complex (except Storage Lot) must be *operable* including but not limited to, properly inflated tires, *current license and registration*; any vehicle considered inoperable under these Rules & Regulations will be subject to removal by a tow company.

2. **RESIDENT PARKING - CARPORTS:** Resident parking on the premises is permitted ONLY in carports or non-restricted areas as restricted by these rules. **TWO COVERED PARKING SPACES BELONG TO EACH TOWNHOUSE UNIT AND ARE RESERVED SOLELY FOR PARKING BY RESIDENTS AND GUESTS OF THAT UNIT.** Homeowners MUST park their vehicles in their carport spaces, and not take up the limited open parking spaces, EXCEPT where a regularly used personal vehicle will not fit under the carport. Residents and guests may NOT park in other unit's spaces without permission, in writing, from the unit resident; a copy of this written permission must be provided to management for their records. In the case of short term use of another unit's spaces, verbal permission from the unit's resident may be acceptable. Any vehicle parked in another unit's space without written or otherwise verifiable permission from that resident/owner will be subject to *immediate* removal by a tow company, without prior notice, at the expense of the vehicle owner. No long term parking of trailers that are longer and/or wider than the carport spaces

COMMERCIAL VEHICLES: Other than those driven to and from work by resident, commercial vehicles may not be parked within the complex other than for short periods allowing for service calls. However, LARGE COMMERCIAL vehicles (this does not apply to regular pickup trucks ¾ ton and under, or vans large passenger-size and under) may not be parked within the complex, except for short periods allowing for service calls to units.

3. **OPEN PARKING:** PERSONAL vehicles of residents that do not fit under the carport (i.e. high-profile vehicles) may be parked in open parking provided the vehicle is used on a regular basis. However, vehicles used rarely must either be stored in the complex Storage Lot (see rule below) or parked off the premises. If residents of a unit own more than two vehicles and each are used on a regular basis, the extra vehicles may be parked in open parking only if their two carport spaces are in use or an extra vehicle does not fit under the carport. COMMERCIAL vehicles: all requirements of Rule 1 of this section above apply. Guests may use open parking, however residents have priority. No long term parking is allowed. If residents must use open parking because there are too many resident vehicles for their unit spaces, these vehicles (limit two – see Rule 1 above) must be used on a regular basis. Vehicles used rarely must be parked off premise or in the Storage Lot (see Rule 11 below). No long term (over one day) parking of trailers of any type in open parking; no parking of trailers over 24 feet long within the complex at any time, except those of contractors retained by the association. There is limited open parking – please be considerate.

4. **DOUBLE PARKING:** NO DOUBLE PARKING. For the purpose of this rule, "double parking" refers any vehicle parked anywhere on the association roadways that is not in its appropriate carport space or an open parking space as required (e.g., no parking across the back of vehicles parked in carport spaces), except for short-term deliveries or service companies provided the driver is immediately available to move the vehicle as needed. No double parking by residents or guests at any time, except for a very short term (a couple of minutes) for picking up or dropping someone off. An unattended double parked vehicle will be subject to towing.

5. **OBSTRUCTION OF EMERGENCY VEHICLES:** Parking in any manner as to obstruct emergency vehicles or their access to fire hydrants is strictly prohibited. Such vehicle will be immediately towed without notice and the Owner of the unit where the owner of the vehicle resides or is visiting will be subject to a fine.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

- 6. PARKING - RESTRICTED ZONES:** Parking on any part of the inner streets/driveways of the townhouse complex where specifically restricted constitutes a violation. Restricted areas include NO Parking in Red Curb areas, Tow-Away Zones, or Fire Lanes next to dumpsters or storage sheds; NO Unauthorized Parking in Handicapped Parking; and NO PARKING or STOPPING on the common area under any circumstances (Only Exception: Contractor *retained by Association* requiring access to common area). Parking in Handicapped Parking is strictly prohibited by vehicles other than vehicles with disability license plates or authorization tags displayed and visible through the front window of the vehicle. Any vehicle parked in a restricted (no parking) zone or unauthorized vehicle parked in a Handicapped Parking space will be subject to towing *without notice*.

VEHICLES ON COMMON AREA GRASS: Any vehicle parked on the grass or other landscape area of the common area (*this means even a few inches!*) is subject to **IMMEDIATE TOWING without notice**. Parking on the grass puts the irrigation lines and system at risk of damage. If damage occurs, the homeowner with whom the subject vehicle is connected (whether co-resident, tenant or guest vehicle) will be assessed the cost of repairing the damage. Of course, parking or driving on common area grass or other landscape areas is *strictly prohibited*.

- 7. LOUD VEHICLES:** Any vehicle deemed to create unduly loud or annoying noises by virtue of its operation *within the property may, upon proper notice, be banned from the Association premises*.
- 8. VEHICLE REPAIRS:** Vehicle repairs are **NOT** permitted within the complex. It is understood, however, that if your vehicle suffers a flat tire or dead battery, you may change the tire or battery. Only minor, non-hazardous, clean, short-term (no more than a couple of hours) repairs to get a vehicle running are permitted. Absolutely NO OIL CHANGES, NO engine overhauls, NO tune-ups or other major or messy work in the carports or any other area of the premises at anytime for any reason. Vehicles may **NOT, at any time**, be up on blocks, ramps, or other items for the same purpose of raising a vehicle up off the tires (ONLY Exception: to quickly change a flat tire). OIL or other substances must *not* leak onto surfaces in carport or common areas; if this occurs in an area other than Owner's carport area, Owner will be assessed the cost of cleanup and/or repair of damage to asphalt, if any; or if this occurs in the Owner's carport area, see Rule 9 below.
- 9. CARPORTS:** Carport areas must be kept free of OIL, debris or other foreign substances/matter. NO items, other than parked operable vehicles as defined above in Rule 1 of this section, may be stored in, hung from or otherwise attached to carports or carport covers at any time. If a notice to clean a carport is ignored, the Association will have it cleaned and assess Owner for the cost of cleanup.
- 10. TRAILERS:** Due to limited space in the Storage Lot, some trailers may be permitted in carports, *but only after Owner has obtained Board approval*. To be considered by Board for approval, trailer must not be longer, wider or taller than carport space; must be neat and clean in appearance; must not be "loud" or offensive in color, design (logos, etc.); and must be operative pursuant to Rule 1 this section above - current tags, properly inflated tires, etc.

NOTE: NO one is permitted to "camp out" in a vehicle of any kind (e.g., travel trailer, car, SUV, van or mobile home-type vehicle) anywhere within the complex at any time; the complex is **NOT** a camping or RV park area, which means **NO** living in any vehicles (not even overnight for one night), **NO** hook-ups to association utilities (i.e. electricity, water, etc.). The **ONLY** exception would be in case of short-term emergency due to travel vehicle's loss of interior electrical; in this case, Owner may briefly allow vehicle to hook up to Owner's electrical. However, **NO** draping/running wires, cables or other type of connectors over fences, through windows, or other means that may be unsightly and/or cause damage to association property. **NO WATER** hook-ups as the water bill is paid by Association maintenance fees.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

- 11. STORAGE LOT:** The storage lot is for storing vehicles, trailers, campers, and boats. It is *not* for toys, furniture, boxes or other items typically stored in a closed environment. See the "Storage Lot Registration Form" attached to the back of these R&Rs. The storage lot is for residents only; tenants must have written authorization to use it from their homeowner. Contact Management to obtain a key or combination lock code and the procedures for the storage lot. Storing a vehicle or item that belongs to someone other than the resident, leaving the gate open or any other violations of the conditions of use will result in automatic loss of the privilege to use the storage lot; such individual will be required to remove the stored vehicle or item immediately. The association is not responsible for any damage, injury or any other kind of loss whatsoever that may be incurred to or by any property stored by residents in the storage lot.
- 12. SPEED LIMIT:** The speed limit within the association property is FIVE (5) MILES PER HOUR. Resident speeders are subject to being fined; Owners are subject to being fined for speeding by tenants, co-residents or guests. When driving within the complex, *drivers must watch out for children at all times!*

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

F. CLUBHOUSE and CLUBHOUSE RESERVATIONS

1. **RENTAL FEES:** The Clubhouse rental charge is **\$50.00 for a day** (6:00 a.m.-12:00 a.m. [midnight] weekdays or 1:00 a.m. on weekends). A separate **\$100 Deposit** is required. Payment must be made with two checks: One for the deposit of \$100; and the other for the \$50.00 rental charge. These checks must be made payable to Pace East Townhouse Association, include your Lot No., homeowner name, reservation date, and be attached to the completed reservation form. Owners must sign the Clubhouse Rental Agreement approving their tenant's rental of the clubhouse. A reservation form must be completed for each reservation made. The \$100 deposit will be held and will be returned to you within seven (7) days upon compliance with the following:
2. **USE:** The Clubhouse is for the use of residents and their invited guests ONLY. No public gatherings, business, or commercial uses are permitted. Meetings of the Board of Directors and/or Homeowners' Association have priority. Facilities must be used for their intended purposes ONLY.
3. **RESERVATIONS:** The Clubhouse may be reserved for social activities, private parties, non-business/non-commercial meetings, etc. Reservations must be made at least ten (10) days in advance by an authorized adult resident, with written approval of the Homeowner. A deposit (see 1. Rental Fees above) is required. Reservation forms and information are available through the Clubhouse Chairperson (contact Management for the telephone number). Permanent reservations must have prior approval of the Board of Directors. All HOA financial obligations (monthly association dues, assessments, late charges, fine, etc.) must be current (paid in full) before a reservation can be approved.
4. **POOL AND POOL AREA:** Pool and Pool Area NOT included in Rental of the Clubhouse. Pool CANNOT be used for private parties; use of pool is for all residents. Entry to the pool area through any of the Clubhouse doors and/or windows is strictly prohibited; said doors and windows are to be kept locked at all times. Access to the pool is through the pool gate *only*, and all Pool Rules apply at all times.
5. **PARTIES/EVENTS:** Parties for minors must have prior approval of the Board of Directors. Minors must be adequately supervised by adult(s). The adult resident reserving the Clubhouse must be present at and stay for the duration of the party. If the responsible adult is not present, the party may be halted and guests asked to leave. Events with uninvited guests are not permitted; all events must be by invitation only. The event must be contained within the confines of the Clubhouse at all times.
6. **PARTY/EVENT SERVICES OR EQUIPMENT:** *Chairs, tables, and accessories do not need prior approval.* However, the Clubhouse Chair must be informed at the time of rental of the clubhouse if a catering service will be used. Owner renting the clubhouse will be responsible for any service provider while they are association property. "Blow-up jumping arenas" or such other children's party equipment are NOT permitted due to potential liability issues. Barbecues or other cooking equipment are NOT permitted under any circumstances.
7. **TIME LIMITATIONS:** The event must be completed and all guests gone by 12:00 a.m. (midnight) weekdays or 1:00 a.m. on weekends (Friday and Saturday nights only).
8. **NO ADMISSION CHARGES:** No admission may be charged to any function at the Clubhouse.
9. **OCCUPANCY:** No more than sixty (60) people are permitted in the Clubhouse at any one time for a social function.
10. **NO SMOKING:** NO Smoking in the clubhouse at any time.
11. **ALCOHOL:** Alcoholic beverages may be served to ADULTS ONLY, but only within the confines of the law. It is the responsibility of the resident providing the alcoholic beverages to know the law on this subject. Illegal substances are strictly prohibited. Intoxication will not be tolerated and will be cause for immediate closing of the Clubhouse.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

12. **NO SPECIAL EFFECTS:** Special effects such as pyrotechnics or other flammables are **strictly prohibited**.
Only exception: standard special event (birthday, anniversary) cake candles properly placed on a cake. No *glitter* or *silly string* type products!
13. **NOISE, ETC.:** The host must ensure that the event does not disturb other residents with loud music or other noise. Keep the Clubhouse doors *closed* while playing music. Objectionable language is NOT allowed.
14. **PETS:** Pets are NOT allowed, except licensed seeing-eye and hearing ear dogs.
15. **PARKING:** The Host must direct non-resident guests to park either in the spaces provided in front of the Clubhouse or on the city street (Farmdale/Valencia) in front of the complex. Do Not use any unit's spaces without first obtaining permission from that Homeowner. No Parking in Red zones! Vehicles parked in Red zones may be towed without warning per Mesa Fire Dept.
16. **CLEANUP:** The Clubhouse area must be cleaned in accordance with the Clubhouse Rental Agreement and ready for a walk-through inspection by 12:00 noon the day following the event, unless an event is scheduled for that following day, whereby all cleanup must be completed immediately after the event is over.

Cleaning will include but is not limited to the following: All decorations must be removed and the chairs and tables must be thoroughly wiped clean. The kitchen must be cleaned, including the floor. The carpeting must be thoroughly vacuumed. The association's vacuum cleaner is kept in the clubhouse office; you will be provided with a key to that office. The vacuum cleaner bag must be emptied after use and placed back in the office. *All trash must be emptied, the trash bags taken out to the dumpsters, and new trash bags placed inside the clubhouse trash receptacles.* Trash bags and a limited number of other supplies are kept in the clubhouse office. An inventory of supplies is logged. The air conditioning/heating must be turned OFF and the office door must be locked before you leave.

All The Clubhouse keys must be returned to the Clubhouse Chair at the inspection. If the Clubhouse is not left in an acceptable condition, the deposit will not be refunded.
17. **LOCK UP:** The Host must accept responsibility for locking all doors, and turning off the air conditioning/heater and all lights - in accordance with the Clubhouse Rental Agreement.
18. **DAMAGE:** The Host (Homeowner) is responsible for any infraction of the rules or laws, and for any property damage to association property including but not limited to the Clubhouse, pool and common area (including asphalt and parking curbs in the parking area) resulting from actions of anyone attending the subject event. Additionally, homeowner is responsible for any personal injury that may occur as result of violation of any of the association rules or applicable laws during the subject clubhouse rental period; the association will be held harmless by owner and/or any others for any personal injury or property damage that may occur as a result of the subject event.

Pace East Townhouse Association is not responsible for accidents or injuries resulting from any violation of these rules. HOMEOWNERS are responsible for the actions of their Family, Guests, Tenants and Tenants' Guests. All Residents are responsible for knowing and abiding by these Clubhouse Rules and all other Rules & Regulations of this association.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

G. POOL RULES

The following rules are set forth for safety and health reasons, and to promote the enjoyment of the pool by all residents in good standing. Your cooperation in exercising courtesy for others and adhering to these rules is appreciated. For further information, contact Management.

ALL PERSONS USING THE POOL SO DO AT THEIR OWN RISK
NO LIFEGUARD ON DUTY

Pace East Townhouse Association is not responsible for accidents or injuries resulting from violation of these rules. HOMEOWNERS are responsible for the actions of their Family, Guests, Tenants and Tenant's Guests.

All fines are assessed to Homeowners.

ALL RESIDENTS ARE RESPONSIBLE FOR KNOWING AND ABIDING BY THE POOL RULES.

1. **POOL HOURS ARE 7:00 A.M. TO 11:00 P.M.:** VIOLATION MAY RESULT IN A FINE AND/OR LOSS OF POOL PRIVILEGES, AND/OR THE POLICE BEING CALLED.
2. **KEEP POOL GATE CLOSED AND LOCKED AT ALL TIMES:** PROPPING THE GATE, JAMMING THE LOCK, OR OTHERWISE KEEPING THE GATE OPEN IS STRICTLY PROHIBITED, IS A VIOLATION OF COUNTY ORDINANCES, AND WILL RESULT IN LOSS OF POOL PRIVILEGES. OPENING THE GATE FOR PEOPLE WHO DO NOT HAVE A POOL KEY IS NOT PERMITTED.
3. **NO MINORS** (under 18 years old) **PERMITTED IN THE POOL AREA WITHOUT RESPONSIBLE ADULT (18 years old or older).** Said adult(s) will be held responsible for the actions of said minor(s) while in the pool area; homeowners are responsible for their guests, tenants and tenant's guests. The Board of Directors and/or Management reserves the right to inquire of anyone they believe to be under the age of eighteen (18) if they are in the pool area without an adult and to ask them for their home address and/or picture identification to verify their age. If they refuse, they will be required to leave the pool premises and the homeowner may be fined.
4. **NO GUESTS ALLOWED WITHOUT ADULT (18 years old or older) HOMEOWNER OR TENANT PRESENT AT ALL TIMES.** IF YOUR CHILD (up to and including 17 years old) WISHES TO BRING FRIENDS TO THE POOL, AN ADULT (18 years old or older) HOMEOWNER OR TENANT MUST BE PRESENT AT ALL TIMES.
5. **POOL KEY:** THE OFFICIALLY ISSUED, NUMBERED POOL KEY WITH TAG ATTACHED MUST BE IN THE POSSESSION OF THE HOMEOWNER OR TENANT AT THE POOL. ANYONE IN THE POOL AREA WITHOUT AN AUTHORIZED POOL KEY WILL BE REQUIRED TO LEAVE. LOANING YOUR POOL KEY TO OTHERS IS NOT PERMITTED.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

6. **TO PURCHASE POOL KEY:** ONLY HOMEOWNERS CAN OBTAIN A POOL KEY. ONLY ONE KEY PER UNIT. KEYS WILL BE ISSUED TO THOSE HOMEOWNERS IN GOOD STANDING ONLY (all assessments must be current; no outstanding violations, etc.). A RESIDENCY FORM MUST BE ON FILE WITH MANAGEMENT. THERE IS A **\$25.00 FEE FOR THE FIRST KEY**. IF THE KEY IS LOST, THERE WILL BE A \$35.00 FEE FOR THE SECOND REPLACEMENT KEY; \$50.00 FEE THEREAFTER. KEYS MAY NOT BE DUPLICATED (they are special order). Key must be returned to Management if townhouse is sold.
7. **POOL IS FOR RESIDENTS ONLY:** THE POOL IS FOR THE ENJOYMENT OF RESIDENTS AND THEIR GUESTS *ONLY!* UNAUTHORIZED PERSONS WILL BE REQUIRED TO LEAVE IMMEDIATELY; POLICE WILL BE CALLED TO REPORT TRESPASSING.
8. **NUMBER OF GUESTS PERMITTED:** THERE IS ONLY ONE POOL FOR ALL RESIDENTS; THEREFORE, THE TOTAL NUMBER OF PERSONS IN A GROUP A RESIDENT MAY BRING TO THE POOL AT ANY ONE TIME IS **FIVE (5) PERSONS** (a group includes co-residents, family, guests, and themselves). RESIDENTS MUST **APPLY TO MANAGEMENT OR THE BOARD OF DIRECTORS FOR APPROVAL OF A GROUP OF SIX (6) OR MORE**. ALL GUESTS MUST BE ACCOMPANIED BY A RESIDENT AT ALL TIMES. VIOLATION OF THIS RULE MAY RESULT IN A FINE AND/OR A LOSS OF POOL PRIVILEGES.
9. **NO CLIMBING OR JUMPING OVER THE POOL FENCE:** PENALTY FOR CLIMBING, JUMPING OR OTHERWISE GOING OVER THE POOL FENCE OR GATE WILL BE AN **AUTOMATIC MINIMUM \$50.00 FINE AND LOSS OF POOL PRIVILEGES FOR MINIMUM OF TWO WEEKS**. ANY DAMAGE THAT OCCURS AS A RESULT WILL BE REPAIRED AT THE COST OF THE RESPONSIBLE HOMEOWNER. HOMEOWNERS ARE RESPONSIBLE FOR THEIR CHILDREN AND OTHER FAMILY MEMBERS, THEIR GUESTS, THEIR FAMILY'S GUESTS, AND THEIR TENANT(S) AND THEIR GUESTS AT THE POOL. A PERSON IS CONSIDERED YOUR GUEST IF YOU LET THEM INTO THE POOL AREA. IF YOU SEE SOMEONE CLIMBING THE FENCE OR GATE TO GAIN ENTRY TO THE POOL, YOU MUST REPORT IT OR YOU MAY BE HELD LIABLE ALSO.
10. **NO DIAPERS:** CHILDREN WEARING REGULAR DIAPERS ARE NOT PERMITTED IN THE POOL!! ONLY waterproof diapers or underwear *intended by the manufacturer for swimming pool wear*. This rule applies to adults who may have to wear diaper-type underwear. **NO nude children or adults. THIS IS A HEALTH ISSUE!** THE ADULT RESPONSIBLE FOR A CHILD WEARING A DIAPER THAT IS NOT INTENDED AS SWIMWEAR OR A CHILD NUDE IN THE POOL WILL BE FINED AND/OR LOSE THEIR POOL PRIVILEGES FOR A MINIMUM OF TWO WEEKS. HOMEOWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR CO-RESIDENTS, TENANTS AND GUESTS.
11. **NO CUT-OFFS OR STREET CLOTHES:** STREET CLOTHES AND CUT-OFFS ARE NOT ALLOWED IN THE POOL. ANY PERSON WEARING STREET CLOTHES OR CUT-OFFS IN THE POOL WILL BE FINED AND/OR LOSE THEIR POOL PRIVILEGES.
12. **ATTIRE WITHIN THE POOL AREA:** BEING TOPLESS (females), BOTTOMLESS, OR NUDE IS STRICTLY PROHIBITED.
13. **POOL FURNITURE:** POOL FURNITURE IS TO BE USED FOR ITS DESIGNED PURPOSE ONLY. USE OF THE POOL FURNITURE FOR PURPOSES OTHER THAN ITS INTENDED USE AND CAUSING DAMAGE TO IT OR CAUSING DAMAGE TO OTHER ASSOCIATION BY IMPROPER USE OF THE POOL FURNITURE WILL BE CONSIDERED *VANDALISM*. THE POLICE WILL BE CONTACTED AND THE INCIDENT REPORTED FOR FURTHER ACTION. FURTHER, SUCH DAMAGE WILL RESULT IN A **MINIMUM \$50.00 FINE PLUS COST OF REPLACEMENT OR REPAIR OF DAMAGES ITEMS**.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

14. **POOL EQUIPMENT:** POOL EQUIPMENT, INCLUDING LIFE RINGS, SHEPHERD'S HOOKS, SKIMMER COVERS, SKIMMER FLAPS, ETC. SHALL NOT BE TOUCHED UNLESS FOR THEIR INTENDED PURPOSE, ***POOL EMERGENCIES ONLY***. USE OF THE POOL EQUIPMENT FOR PURPOSES OTHER THAN ITS INTENDED USE AND CAUSING DAMAGE TO IT OR CAUSING DAMAGE TO OTHER ASSOCIATION BY IMPROPER USE OF THE POOL EQUIPMENT WILL BE CONSIDERED VANDALISM. THE POLICE WILL BE CONTACTED AND THE INCIDENT REPORTED FOR FURTHER ACTION. FURTHER, SUCH DAMAGE WILL RESULT IN A **MINIMUM \$50.00 FINE PLUS COST OF REPLACEMENT OR REPAIR**.
15. **FLOTATION DEVICES:** RECREATIONAL FLOTATION DEVICES (such as rafts, inner tubes, etc.) SHOULD NOT BE USED WHEN THERE ARE A NUMBER OF PEOPLE IN THE POOL. A "number of people" means you must use COMMON SENSE. If there are several children in the pool, then less people would make up a "number of people" for safety reasons. THIS DOES NOT INCLUDE PERSONAL FLOTATION DEVICES USED FOR SAFETY PURPOSES (however, remember, children must be supervised at all times).
16. **NO RUNNING, DIVING, PUSHING OR HORSEPLAY OR ANY KIND IN AND AROUND THE POOL AREA. BE CONSIDERATE OF OTHERS – THIS IS A SAFETY ISSUE!**
17. **NO UNNECESSARY NOISE:** RADIOS MUST BE PLAYED AT A LOW ENOUGH VOLUME SO AS NOT TO BE HEARD BEYOND THE POOL FENCE OR BOTHER OTHERS IN THE POOL AREA.
18. **NO ALCOHOL:** NO ALCOHOLIC BEVERAGES OF ANY KIND PERMITTED WITHIN THE POOL AREA. ANY PERSON INTOXICATED WITHIN THE POOL AREA WILL BE REQUIRED TO LEAVE.
19. **"WHEELS":** NO BIKES, ROLLER SKATES, SKATEBOARDS, SCOOTERS OR ANY OTHER OBJECT WITH WHEELS, EXCEPT WHEELCHAIRS, WALKERS, OR OTHER DISABILITY NECESSITY.
20. **NO ELECTRICAL APPLIANCES:** ONLY BATTERY-OPERATED RADIOS, CD PLAYERS, ETC. ARE PERMITTED WITHIN THE POOL AREA. **This is a safety issue!**
21. **NO GLASS:** BOTTLES, CUPS OR OTHER GLASS ITEMS ARE NOT ALLOWED IN POOL AREA AT ANY TIME; ALL LIQUIDS MUST BE IN CANS, PLASTIC OR PAPER CONTAINERS.
22. **PRIVATE PARTIES:** THE POOL MAY NOT BE RESERVED FOR PRIVATE PARTIES; PARTIES ARE STRICTLY PROHIBITED WITHIN THE POOL AREA. CLUBHOUSE RENTAL IS FOR THE CLUBHOUSE USE ONLY; THE POOL IS FOR ALL RESIDENTS.
23. **CIGARETTES:** There are several ashtrays placed around the pool area. PLEASE USE THE ASHTRAYS. Never put your cigarette out in the pool and then throw it over the fence. Never put your cigarette out on the pool deck or the gravel areas. Besides staining the pool deck, making a mess of the gravel area, etc., this behavior causes extra expense in having the maintenance people clean up after you. Also, please be considerate of others when smoking; even though you are outside, some people are allergic or otherwise sensitive to the smoke.
24. **TRASH:** There are containers for trash, empty cans, candy wrappers and disposable diapers. PLEASE USE THE TRASH CONTAINERS.

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

25. **NO PETS ALLOWED INSIDE THE POOL AREA AT ANY TIME.** ANYONE FOUND BRINGING A PET IN THE POOL AREA WILL BE ASSESSED AN AUTOMATIC MINIMUM \$50.00 FINE AND/OR LOSS OF POOL PRIVILEGES.
26. **SHOWERS:** There is a shower at the pool. It was installed because of the oil pollution found in the pool in past years. Please, when you or your children are at the pool and use any type of oil or lotion, shower to remove all traces of the oils or lotion before entering the pool.
27. **SHOWER IS NOT A PLAY AREA:** Children like to run to the shower and punch the on-button, stand there for a second or two, then run and jump into the pool, then back to the shower, and on and on. Parents, do NOT permit this activity due to the risk of injury to your children from slipping, etc. Also, our water bills are high enough.
28. **TRESPASSERS AND VANDALS:** Report trespassers and/or vandals to the City of Mesa Police Department and Management. The pool area is posted 'private'.
29. **POOL MONITORS:** POOL MONITORS ARE EITHER APPOINTED BY THE BOARD OF DIRECTORS OR ARE BOARD MEMBERS AND HAVE AUTHORITY TO ENFORCE THESE POOL RULES AND ASSESS FINES AND PENALTIES. HOWEVER, ANY HOMEOWNER MAY REPORT A VIOLATION OF THE RULES AND THE FINES AND PENALTIES WILL BE ENFORCED AS APPLICABLE. ANYONE WHO USES THE POOL IS REQUIRED TO COOPERATE WITH THE POOL MONITORS AND SHOULD REPORT ALL VIOLATIONS OF THESE RULES TO THE MANAGEMENT COMPANY IMMEDIATELY.
30. **ACCESS TO POOL:** MANAGEMENT AND/OR THE BOARD OF DIRECTORS RESERVE THE RIGHT TO DENY USE OF THE POOL TO ANYONE OR TO CLOSE THE POOL AT ANY TIME..
31. **POOL SERVICE:** THE POOL MAY NOT BE USED WHILE IT IS BEING SERVICED OR REPAIRED. THE POOL SERVICE CONTRACTOR HAS THE RIGHT TO CLOSE THE POOL AT ANY TIME.
32. **VIOLATION OF THESE RULES MAY BE THE BASIS FOR EJECTION FROM POOL, WITHDRAWAL OF POOL PRIVILEGES, AND/OR FINES LEVIED BY THE BOARD OF DIRECTORS.**

Besides promoting Safety and Health, these Rules are intended to make pool use a pleasant experience for ALL residents by restricting behavior in the pool area which disturbs others.

USE THE POOL SAFELY AND WITH CONSIDERATION FOR OTHERS!

<p>LOST YOUR POOL KEY? Call property services: Losman Services, 480 831-5027. Don't forget to give your name and phone number. If the tagged key is found, it will be returned to you.</p>
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PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

H. PETS

1. GENERAL:

- a) In humane consideration of animals, the limited available indoor and outdoor areas of our property, and obvious sanitary reasons, the total number of personal **household pets (dogs and cats) permitted shall be limited to TWO (2) PETS per unit/lot**, except that this rule shall not require removal/disposal of any pet [dog/cat] owned and residing at a unit as of December 31, 1998; thereafter the **two (2) pet total limit applies**.
- b) Tenant(s) are permitted personal household pets, as provided for herein, only with written permission of the Homeowner (the required Residency Form specifically stating the type of pet(s) and how many of each type pet signed by both the Homeowner and Tenant will suffice). Unit owners are responsible to the Association for the actions of their Tenant(s) pets.
- c) Only the *personal household pets* of the Homeowner(s)/Tenant(s) of a unit are permitted.
- i) **NO** animals of any kind or type may be raised, bred, sheltered or otherwise maintained for any other purpose other than as personal household pets.
 - ii) **NO exotic animals** (for example: no pigs, pigeons, snakes, ferrets, alligators, etc.) are permitted.
 - iii) **NO illegal pets**. For example, parrots, or other pets not legally in or other prohibited from the state of Arizona.
 - iv) **NO** pets maintained for illegal purposes (e.g., dog fighting, etc.).
 - v) **NO** pets that have a contagious disease, have not had their required vaccinations, or other circumstance that may create a health risk to other residents or their pets.

Further, this regulation is intended to expand upon and/or clarify Article X, Section 2 of the CC&Rs of PETA.

d) The provisions of PETA's CC&Rs and Rules & Regulations permitting household pets to be maintained in a unit are to be considered a privilege, not a right, extended to the unit owner. That this privilege is dependent upon certain conditions as set forth in the CC&Rs, Rules & Regulations, and including but not limited to proper supervision, control and cleanliness of said pets and their environment so as to not allow said pets to interfere with the rights of quiet enjoyment nor create an environment which may endanger the health of others in the complex. Further, this regulation is intended to expand upon and/or clarify Article X, Section 3 of the CC&Rs of PETA.

e) Any damages caused by said household pet(s) shall be corrected immediately at the expense of the unit owner in which said pet(s) reside, all in accordance with Article VIII of the CC&Rs of PETA. Further, this regulation is intended to expand upon and/or clarify Article VIII of the CC&Rs of PETA.

2. DOGS:

a) Dogs must wear a collar fastened to a leash or harness held by a person at all times when anywhere on the common area. The collar and leash or harness should be of proper strength for the size, type and activity level of the dog. Strings, light ropes or other items used as collar and/or leash/harness alternatives are not acceptable. Vicious or "attack" dogs must be kept confined and controlled within the unit of the resident/dog owner. Dogs which bark a lot while being walked or run are considered a nuisance and are not to be walked or run in the common area. Keep in mind that any injury or damage caused by a dog while it is in common area is the responsibility of the dog owner and/or homeowner of the unit where the dog resides or is a guest. (see 1. *General*, above).

PACE EAST TOWNHOUSE ASSOCIATION
RULES & REGULATIONS (Continued)

b) Any person walking/running or otherwise having a dog in the common area is responsible for immediately cleaning up any droppings (feces) deposited by such dog. Such person should carry a plastic bag and scoop, or other items to handle proper cleanup, when walking/running or otherwise having a dog in common area to facilitate the cleanup of their dog's droppings (feces) immediately. Coming back hours later to clean up after a dog is not acceptable. Immediately means "now". Any cost incurred by the association for cleanup after a known dog will be assessed to the homeowner of the dog owner's unit account.

c) Dogs left in patios must not bark incessantly or otherwise disturb neighbors. If Management or the Board receives more than one complaint about a barking dog left in a patio, the homeowner will be required not to leave said dog unattended within the patio area. Pets are the responsibility of their owners; homeowners are responsible for the actions of their tenants and guests - this includes their pets.

d) Patios must be cleaned up after dog(s) daily. When cleaning up dog feces from patio area, you may NOT wash or sweep into carport drive areas.

e) Dogs may not be tethered to trees, shrubs, front doors or any other item in common area.

3. CATS:

a) Cats are NOT permitted to run loose throughout the complex common area. Cats must be kept within the cat owner's unit or on a leash or harness being held by a person when anywhere on the common area. *All rules that apply to Dogs in Section 2 above apply also to cats.* Residents have the right to obtain cat traps to trap loose cats, feral or otherwise (cat traps may obtained through Mesa Animal Control or pet stores). Loose cats are at risk of being trapped in a cat trap and taken to an animal control center. The Association is NOT responsible for this action or the outcome. It is the *pet owner's responsibility* to supervise their cat(s), to not allow their cat(s) to run loose.

b) Cats may not be tethered to trees, shrubs, front doors or any other item in the common area.

4. OTHER:

FOOD OR WATER MUST NOT BE LEFT OUT FOR ANIMALS anywhere outside in the complex (this means patios*; carports, outside front doors or elsewhere in the common area). This is a Health & Safety issue. Leaving food outside will attract stray animals (which may be diseased) and/or insects (scorpions, roaches, etc.). Loose animals have been known to cause property damage (e.g., to vehicles, patio furniture, etc.). The Association retains a pest control service to provide monthly service to control the insect population throughout the common area; leaving pet or other food outside attracts insects thereby defeating the purpose of pest control – which is paid for by the homeowners through their maintenance fees. *[Of course, dog owners should have water available for their dog while the dog is in the patio area – but do not leave the water outside when the dog comes inside.] If you witness someone leaving food and/or water out for animals, please notify Management immediately.

NOTE:

The City of Mesa has a Leash Law. If you see pets running loose through the complex, you may contact **Mesa Animal Control at 480-644-2268** for assistance. In some instances, they will send someone to pick up the loose animal (e.g. a vicious or threatening dog). They will also provide information about obtaining cat traps for trapping feral or other loose cats.

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