

# **POLICY MANUAL**

**Prepared and Approved by Your Association Board of Directors**

**October 2020**

**This Policy Manual replaces all prior Manuals, including those dated December 1994, March 1998, February 1999, February 2000, November 2001, December 2006, and December 2017.**

**SUNLAND VILLAGE EAST  
GARDEN CONDO III ASSOCIATION**

October 2020

Dear Fellow Condo Owner,

Your Association Board of Directors is again pleased to provide you with a revised Garden Condo III Policy manual, October \_\_\_, 2020. This Manual replaces all prior Policy Manuals, including those dated December 1994, March 1998, February 1999, February 2000 revisions, November 2001, revisions December 2006 and revisions December 2017.

The Garden Condo III Rules and Regulations have been revised to include Rules for Political Signs. We urge you to review thoroughly the entire Manual to become familiar with its contents, and to ensure that your property is in compliance with the Association's Rules and Regulations.

Arizona statutes mandate that the Association Board of Directors, and each member thereof, enforces, or causes to be enforced, all of the Covenants, Conditions, Restrictions, and Rules and Regulations contained in the Condominium Declarations and this Policy Manual. This must be done on a consistent and non-selective basis, per the Association's legal documents and the State of Arizona statutes. Your Board of Directors will continue to enforce every one of the Rules currently in effect.

If a violation occurs, and is not corrected within the time specified, penalties may be invoked against the violator's property, as defined in the Violations/Penalties section of the Manual. Any pre-existing conditions not conforming to this new Policy Manual are not grandfathered and will not be permitted.

In addition to the legal requirements to do so, the enforcement procedures are intended to protect and maintain the pride of ownership and enhance the property values for all SVE Garden Condo III owners and residents. Your cooperation in, and your contribution to, the Association do much to ensure pleasant, high-quality living in our community.

Garden Condo III Association  
Board of Directors

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## INTRODUCTION

The SVE Garden III Condominium Association Board of Directors welcomes you to condominium living. It is a significantly different type of living than owning your own house. Condominium in a general sense refers to a plan where you are responsible for the care and maintenance of the interior of your residence. The Condominium Association owns, and is responsible for, the care and maintenance of the exterior, with a few exceptions. The exterior front, rear, and side yards areas are legally classified as common areas, as are the parking areas and private drives (the streets belonging to the Association rather than the City of Mesa). The front and rear patios and rear patio planter areas are classified as limited common areas over which the Association has jurisdiction, and which must be maintained and repaired, if necessary, by the unit owner. The driveways, although common area, are repaired by the Association. General cleaning and care of the driveway are the responsibility of the homeowner. The common areas are to be enjoyed by all residents and must be controlled in a manner which is consistent throughout all of Garden Condo III and gives consideration to all residents' needs and welfare.

Thus, the necessity of a legally formed Association with Articles of Incorporation, By-Laws, Condominium Declarations, and Rules and Regulations. You should have received these documents when you purchased your condominium unit. They are most important in defining the various controls and restrictions that accompany this type of property ownership. If you do not have any of these documents, please contact the Association Property Manager (see page VI). Also see page 19 for document charges.

Your Association is governed by a Board of Directors, with a minimum of three (3) members and a maximum of nine (9), and always an odd number. They must be unit owners in good standing and willing to serve. They are elected by the Association members, who must be unit owners. They elect their own officers, serve on a voluntary basis, and receive no compensation. The Board of Directors has a fiduciary and legal responsibility to manage the Association in accordance with various Arizona statutes, and in conformity with the Condominium Declarations and Rules and Regulations. Board meetings are held on a regular basis, with date, time and place posted on the bulletin boards (near the condo mailboxes). The Board seeks your assistance and support and encourages you to attend these meetings.

The Board provides and/or contracts for such services as are necessary to implement policy adopted by the Board. This includes, but is not limited to, maintenance, accounting, property inspections, complaint handling, and enforcement of the Condominium Declarations and Rules and Regulations. This may be accomplished via Self-Management, a Managing Agent, a Property Management Company, a CPA firm, or a combination thereof.

We hope that you find Garden Condo III provides a pleasant living environment designed for adult lifestyles, with an accent on sharing, caring and concern for your neighbors and all of the Garden Condo III Community.

SVE Garden Condominium III Association  
Board of Directors

## GENERAL INFORMATION

### YOUR MONTHLY MAINTENANCE FEE INCLUDES:

**Water** City of Mesa  
Includes condominium use and common area landscape irrigation.

**Sewer** City of Mesa

**Trash** City of Mesa  
**Garbage must be in tied plastic bags to help prevent flies and minimize odors.** Please be considerate of others by flattening large boxes to save space in dumpsters.

**Exterior Security Lighting**  
Front patio globe lights on masonry posts and rear walkway lights. **These fixtures and bulbs are to be cared for by authorized Association personnel only.**

**Association Insurance**  
The Association maintains a property insurance “Master Policy” on the Common Elements and the Condominium Units, on a guaranteed replacement cost basis. This coverage includes a deductible provision per occurrence, which applies to any loss and for which the Association is responsible. Insurance is also maintained with Directors and Officers liability coverage, including volunteers and committee members acting on behalf of the Board. This policy does not cover personal property of unit owners or tenants, nor does it cover any betterments or improvements made by the unit owner(s) after the original construction and purchase from the Developer (Farnsworth). An individual Condo Owner’s Policy is required, which should conform to the insurance specifications contained in the Condominium Declarations. Individual insurance policies covering personal property, betterments and improvements, deductibles, glass breakage, and personal liability are available from any number of insurance carriers at reasonable costs. Unit owners are urged to contact their agent for their own required coverage.

**Building Maintenance**  
Exterior building repair, exterior painting, exterior pest control, termite control, roof repair.  
**AIR CONDITIONER AND HEATING MAINTENANCE OR REPAIR ARE NOT INCLUDED; THESE ARE THE RESPONSIBILITY OF THE UNIT OWNER.** Screens and all exterior doors are limited common areas and are the responsibility of the unit owner to maintain and repair also.

## **Landscape Maintenance**

Includes upkeep of all common areas, which is the exclusive responsibility of the landscape management company. Unit owners are not authorized to plant, replant, or disturb existing landscaping in any common area. This service excludes the approved flowerpots on the front patio wall, and the approved plantings inside of the back patio area, which are the unit owner's responsibility.

## **MORE GENERAL INFORMATION**

### **Management of SVE Garden Condominium III Association**

Property management and maintenance is prescribed by the Association Board of Directors. See page VI for name and phone number of the Property Manager. You may call that number with inquiries, requests, problems (termites, etc.). Complaints, if not of an urgent nature, should be in writing and addressed to SVE Garden Condo III Association, at the address on page VI.

### **Monthly Maintenance Fees (Dues)**

All fees, dues, assessment charges and/or any amounts due and payable to SVE Garden Condominium III Association are due and payable on the first (1<sup>st</sup>) business day of the month. Such payables become delinquent if not received on or before the fifteenth (15<sup>th</sup>) day of the month. A late payment penalty of \$10.00 will be assessed. In the case of a returned check, a charge of \$25.00 will be made. If the Association must initiate action to collect, the unit owner is responsible for all costs of collection.

Monthly fees (dues) should be made payable to Garden Condominium III Association, and mailed, with the appropriate payment coupon(s), to the address shown on your coupons (address is also on page VI). Please include your **Condo number** on your check. Post-dated checks will not be accepted. You may pay your monthly fees (dues) in advance for as many months as you wish in the current calendar year. You may not pay beyond the current calendar/fiscal year ending December 31, as these fees (dues) may change.

Forms may be obtained at the office of Management to authorize direct withdrawal from your bank.

## **LEGAL DOCUMENTS**

Copies of the Condominium Declarations, Articles of Incorporation, By-Laws, and Rules and Regulations are given to each unit owner when purchasing a condo. **It is imperative that each condominium owner become familiar with the contents of these documents.** If replacement documents are needed, please request them from the Association Property Manager (page VI). There will be a charge for all requested copies (See page 19).

### **Association Board Meetings**

Board meetings are scheduled regularly, generally from October to April. Notices of these meetings are posted on the bulletin boards (by the condo mailboxes) and listed in the SVE Outlook newspaper. Unit owners are encouraged to attend and stay informed.

### **Common Areas**

All common area additions, deletions, and maintenance are handled by the Board of Directors or its Designee(s). Unit owners/residents are prohibited from making any alterations of any kind to any common area within Garden Condo III.

### **Golf Cart Storage**

If you wish to rent Golf Cart Storage space, please contact the Golf Cart Storage Coordinator. In the absence of a Golf Cart Storage Coordinator, the Association's Management Company is to be contacted for space rental. See Golf Cart Storage documents on pages 17 and 18.

### **Sunland Village East Community Association ("Master Association")**

As owners of Garden III condominiums, you are also members of the "Master Association". You may use all of the amenities provided, such as the swimming pools, tennis courts, various activities, etc. You are also required to pay their annual membership dues, which will be in-voiced to you separately by the Master Association, and are to be paid to them, **not** to Garden Condo III. Also, you are required to adhere to the RCC&R's of the Master Association, as well as their Rules and Regulations. You should have received the various Master Association documents at the time of your condo purchase. If you do not have these documents, you may request them at the Master Association office, on-site at 2145 S. Farnsworth Drive.

**VITAL PHONE NUMBERS & ADDRESSES**

POLICE, FIRE, MEDICAL / AMBULANCE (EMERGENCY) 911  
POLICE DEPARTMENT (NON-EMERGENCY) 480-644-2211  
SVE OFFICE 480-380-0106  
**SVE SECURITY PATROL** 480-430-5043  
**MANAGEMENT: CORNERSTONE PROPERTY MANAGEMENT** 602-433-0331  
Amanda Miller, Community Manager  
P. O Box 62073 Phoenix, AZ 85082

MAIL MONTHLY MAINTENANCE FEES (dues) with the payment statement to:  
SVE GARDEN CONDO III ASSOCIATION

ARCHITECTURAL PERMITS: contact:  
GARDEN III ARCHITECTURAL CHAIRMAN

SALT RIVER PROJECT – in case of power outage 602-236-8888

**IMPORTANT INFORMATION**

**FIRE EXTINGUISHERS** – Located on the back exterior condo walls  
**PLEASE NOTE AND REMEMBER THEIR LOCATIONS.**

**ELECTRICAL BREAKER BOX** – Located inside your condo garage. Also note that the main electric disconnect and your electric meter are located on the exterior walls between the condos.

**WATER** – Note the location of your shut-off valve outside in front of your unit.

**GARDEN CONDO III RULES AND REGULATIONS**  
**As approved by**  
**The Association Board of Directors**

**1. ARCHITECTURAL CHANGES**

(a) It is the responsibility of each condo owner to request authorization from the Architectural Coordinator prior to making any exterior alterations. A proper building permit from the City of Mesa is required and all work completed by a licensed contractor. **EXCEPTION:** A Condo owner may do his own work, but he must obtain a building permit from the City of Mesa and when completed, all work must be approved by the City of Mesa Inspector. A time limit of 45 days shall be set to have the work completed. The Architectural Control Coordinator has authority to stop all work being performed either by the condo owner or his contractor for which an application has not been approved, or which is deemed unsuitable, undesirable, or in violation of the Condominium Documents, or whenever the unit owner has failed to obtain a City of Mesa building permit where applicable. **Architectural Change Forms may be obtained from either the Master Association's Office, the Condo III Architectural Chairman, or online at [www.svegardencondoiii.com](http://www.svegardencondoiii.com), and the completed form submitted to the Architectural Chairman for consideration.**

(b) When installing an Arizona Room to the back of the condo, the outside walls must be of masonry block or brick and must be a minimum of 2 feet high off the ground. Painting should be done so as to be compatible with the rest of the condo.

(c) Unit owners are responsible for any damage to the common areas, including private drives, caused by either themselves or their contractor, and will be held financially liable to restore such areas to their prior condition should such damage occur. This includes, but is not limited to, damage to lawn areas, shrubs, trees, granite disruption, rear service sidewalks and staining of garage driveways or private drives (streets). No contractor's vehicle is permitted to either drive or park on granite areas.

(d) Unit owners are further responsible for any damage to the exterior of their units caused by either their own negligence or that of their guests or tenants, i.e. driving a vehicle into a closed garage door, breakage of porch light glass, breakage of the front patio wall light globe, oil drippings or other unsightly staining of garage driveways, etc. Such damage must be repaired at the unit owner's expense within fourteen (14) days of occurrence. **NOTE: The porch light fixture is not intended for use as a device from which to hang wreaths or other decorations, or as a plug-in for electrical cord extensions. Damage from such misuse will be construed as owner/resident negligence.**

(e) Unit owners are responsible for replacement of any broken window glass, including the glass in the sliding arcadia doors, unless it can be conclusively established that such breakage was a direct result of negligence caused by a contractor employed by the Association. The unit owner is responsible for any damage caused to a betterment, such as wind turbines, solar lights, Arizona Room additions, etc., that are not part of the original construction.

**2. STRUCTURAL REPAIRS**

(a) Unit owners are responsible for repair costs to any unit for damage caused by them or their tenants. Repairs to the unit may be ordered by either the Property Manager or the Board. Unauthorized repairs will not be paid for by the Association.

**3. PATIO PROTECTIVE SCREENS AND SUNSHADES**

(a) Architectural approval must be obtained for the installation of protective screens around the rear patio area or sunscreens on exterior windows. Rear patio screens or shades must be installed within the inside of the patio roof, except for exterior windows, but cannot be affixed to the soffit. If installation requires attachment to a neighbor's structure, a letter of permission from said neighbor is required.

(b) The color of protective screens installed on the front of units must be black only; rear and side screens may be either black or bronze in color.

(c) Plastic or bamboo roll-up shades are permitted on the rear patio only. They must be neutral, beige or white in color, with such shades to be maintained in good condition. Plastic or bamboo exterior roll-up shades are NOT permitted to be installed on the outside of any window.

(d) Metal security rollups are permitted only on units that back up to any wall. This is allowed for security purposes. They may be used on rear doors, rear windows, and two side windows only. They are NOT permitted on the front window. They are often called shades, shutters, screens, shields, etc., but are made of metal and are slatted, insulated and permanently attached to the exterior of the unit. Architectural permits are required.

#### **4. FRONT AND REAR SECURITY DOORS**

(a) Architectural approval must be obtained prior to installing either a front or rear security screen door. The color of front security screen doors must be black. Rear security screen doors may be black or bronze, provided bronze matches the color of the metal window screens.

(b) Architectural approval is required to replace the existing main front door. The door is to be either a solid 6-panel door or a 4-panel door with an arched glass section above. The color and style are to match the existing door.

#### **5. ROOFS**

(a) Board-authorized personnel only are permitted on any condominium roof. The Association accepts no liability whatsoever for any resident/owner who is injured while illegally ascending, occupying, or descending any condominium roof.

(b) Authorization to access any condominium roof is automatically extended to licensed contractors engaged in the repair or servicing of the roof-mounted HVAC units, or engaged in the installation of such items as skylights, solar tubes, vents, etc., provided the unit owner has obtained architectural approval for their installation.

#### **6. LIGHT BULBS AND LIGHTING FIXTURES**

(a) Only Association-authorized personnel are permitted to change light bulbs in the globe fixtures located on the front patio wall, and the fixtures used to illuminate the rear service sidewalks, with such replacement made at the Association's expense. Unit owners or residents are responsible for replacing burned-out porch light bulbs at their own expense. Such replacements may be made with either a 60 watt regular frosted light bulb or 60 watt yellow bug-lite bulb. Under no circumstances are replacement bulbs to exceed 60 watts, to avoid either a fire hazard or unnecessary damage to the porch light fixture. (Also, see rule 1.e)

#### **7. LEASING**

(a) Whenever a unit owner leases his/her condominium unit, it is MANDATORY that said owner furnish a copy of the lease agreement, including any renewal thereof, to the Association's management company. In the absence of such management company, the required copy of the lease agreement must be delivered to an Officer of the Association's Board. The lease agreement is to include the names and ages of the people to reside in the unit, their phone number, and the current address and phone number of the owner. Owner is to provide to the tenant a copy of the Policy Manual and indicate the tenants' requirement to comply with its provisions. Failure to do so can result in fines as provided in the "Violations/Penalties" section of this Policy Manual.

#### **8. DECORATIVE ARTICLES, WIND CHIMES OR OTHER HANGING ITEMS**

##### **FRONT PATIO AND SIDES OF UNIT**

(a) Decorative articles, which include, but are not limited to, statues of any size, shape, form, material or subject matter, water fountains, water displays, bird baths, lawn ornaments, silhouette cut-outs from any type material, clay-fired pots, rocks, boulders, driftwood, petrified wood, etc., and hanging items of any type, other than the

United States and Arizona state flags (see rule 12-Flags, etc.) are prohibited from being placed, displayed, or hung in or on the front or sides of condo units, including all common areas and garage driveways. The use of fire pits or chimeneas are prohibited.

#### REAR PATIO AND PLANTER AREA

(b) Decorative articles are not to be placed on exterior window sills, rear service sidewalks, common areas, the top of perimeter walls, or on top of the unroofed common wall extension that exists between some units.

(c) The use or placement of fueled, torch-type lights is prohibited. This also includes the use of fire pits or chimeneas. Walkway lights, not to exceed 12" in height or eight (8) in number, may be placed in the rear patio planter area only.

(d) Hanging baskets may be hung within the inside of the rear patio roof only, provided any such item does not overhang the rear service sidewalk. Wind chimes, bird feeders, and bird houses are prohibited.

### 9. DECORATIVE PLAQUES, WREATHS & WALL COVERINGS

#### FRONT PATIO AND SIDES OF UNITS

(a) A Single "welcome" or decorative plaque, wreath or artificial floral arrangement of medium or smaller size (not to exceed 36" in either height, width or diameter, or protrude more than 8" from the wall), to be well maintained, may be affixed to the wall within the covered entryway.

#### REAR PATIO

(a) No wall decoration, wall covering, decorative article or other item of any size, shape or form may be affixed to the exterior wall of a rear patio enclosure such as an Arizona Room.

### 10. NAME AND NUMBER SIGNS

(a) Signs measuring no more than 6" high and 15" long, displaying the unit number only, may be centered and attached to the wooden beam above the garage door. The numbers must be black, and cannot exceed 6" in height. The background color of the sign may only be off-white or white.

(b) A name sign, not to exceed 6" high and 18" long, of wood construction, color compatible, may be centered and attached to the wooden beam above the garage door. If both number and name signs are used, the name sign is to be affixed directly to the right side of the number sign.

OR

(c) A small name plate may be attached near the front door, but not on the front pillar. However, only one name plate of any kind or location per unit is allowed.

(d) Any other signs are prohibited except as provided for in rule 35.

### 11. LEAVE-A-NOTE PADS

(a) Leave-a-note pads are permitted either next to or on the front screen or security door in the entryway, but must not exceed 6" wide x 8" high in size.

### 12. FLAGS, BANNERS & WINDSOCKS

(a) United States and State of Arizona flags may be displayed on condos, but only a single flag at a time may be flown from either the front or the side of a unit. It is recommended that the Arizona State flag be displayed on appropriate state holidays only. The flag displayed is to measure no larger than 4' x 6'. The display of multiple flags, regardless of size, on either the front or the side of the unit is prohibited. Military flags should be included to be allowed per statute.

(b) Flag brackets may be attached to the front and/or rear of units. Permanent flag poles are prohibited. Flags are not to be displayed on portable stands.

(c) The display of any foreign, holiday, festive or religious flag, or any type of banner or decorative windsock on the front or sides of units is prohibited.

(d) Either a single United States, State, holiday or festive flag, not to exceed 3' x 5', can be displayed either on or from the rear patio. Conflicts with c above.

(e) Whenever displaying the flag of the United States or State of Arizona, it must be clean and free from fraying, tears or rips. Display of soiled, shabby or torn flags is prohibited.

(f) Any and all flags on display must also conform with state and/or federal flag display regulations.

### **13. FLOWER POTS and/or PLANTERS**

(a) Flower pots and/or planters placed either on the front patio or the adjacent wall are limited to four (4) in aggregate. Pots are not to exceed 18" in diameter and 24" in height. Rectangular planters are limited to 24" long x 14" wide x 12" high. No flower pot or planter is to be placed on the granite in the common area. Nursery type flower containers are prohibited (plastic pots that are meant to be transplanted).

(b) No tree, whether a dwarf variety or otherwise, or vegetable plant, is to be grown in a pot or planter placed on the front patio or adjacent wall.

(c) Flower pots and/or planters placed on either the rear patio or adjacent patio planter area must be well maintained and dead or dying plants are to be immediately removed.

(d) Artificial flowers, if used, must be fade proof and well maintained.

(e) No flower pot or planter is to be placed on the common lawn area for any purpose. The placement of window boxes on any exterior condo window is prohibited.

### **14. HOLIDAY DECORATIONS**

(a) Residents may decorate the front and rear exterior of their units, in addition to interior windows, during the Christmas season. One (1) front exterior wreath and one (1) front interior window wreath may be displayed simultaneously. In addition, it is permissible to place a small wreath or garland around the base of the globe light on the front patio wall.

(b) No regular size light bulbs or party light bulbs, whether clear, white or colored, or spotlights, regardless of size, are permitted for use in the front or along the sides of condo units.

(c) No electrical lights, wires or any other holiday decorations are permitted to be hung or placed either on or in the front palm trees, sour orange trees, trees along the sides or in the rear of the condo units, front or side shrubbery, or decorative/granite rock. Residents may place lights, of the type permitted, on top of the front patio wall or hanging from the fascia board, NOT the shingles.

(d) The use of single strands of tinsel anywhere outdoors is prohibited.

(e) Christmas decorations of any kind are not to be displayed prior to Thanksgiving Day, and must be removed no later than 14 days after the holiday. All supporting wires, hooks, extension cords, etc. must also be removed by that date.

(f) Decorations for other holidays are permitted provided they are in good taste and in keeping with the holiday, and must be removed within three (3) days following the holiday.

(g) Holiday flags and/or banners are subject to the restrictive provision stipulated in rule 12(c)

### **15. DRIVING OR PARKING IN COMMON AREAS**

(a) The driving or parking of a golf cart, motor vehicle, motor home, truck, van or any other type of vehicle, including those described under rule 17, in or on any granite/rock or greenbelt common area is prohibited. Anyone engaged in such activities that cause damage to the lawns, shrubs, trees, plastic weed barrier, irrigation and/or domestic water system will be held liable.

(b) A unit owner who engages the services of an outside contractor for any approved construction project [see rule 1(a)] is required to inform and prevent the contractor from violating the provisions of rule 15 (a). The contractor must further be informed that he is not permitted to either store construction materials or deposit dirt or other debris in or on the granite/rock, private drives (streets) or greenbelt common areas. Damage or removal resulting from a contractor's failure to comply with this provision is considered the owner's liability.

## **16. DRIVEWAYS**

(a) Although the driveway is classified as a limited common area, the unit owner or resident is responsible for keeping the driveway clean and free of oil or other stains. The application of a sealant, coating, paint or other covering to the driveway surface is prohibited.

(b) Electric golf carts and motor homes are not to be washed on condo driveways. They may, however, be washed on the street in front of the owner's unit.

(c) The overnight parking of a golf cart, motor vehicle, motor home, truck, van, etc. in or on the driveway is prohibited.

## **17. BICYCLES, TRICYCLES, MOTORBIKES, MOTORCYCLES, ATVs, MOTOR SCOOTERS**

(a) Bicycles, tricycles, motorbikes, motorcycles, ATVs, and/or motor scooters are to be kept garaged when not in use. Overnight parking or storage of such vehicles on either driveways or front or rear patio area (including adjacent rear patio planter area) is prohibited.

(b) The driving, riding or storage of the above listed vehicles on any common area, which includes, but is not limited to, lawn and granite areas and the rear service sidewalk, is prohibited.

## **18. RESIDENT PARKING**

(a) All cars are to be garaged overnight. Overnight parking in driveways or on private drives owned by the Association is prohibited. (Refer to Condominium Declarations page 20, Article 4.14) Also see rule 19(a) for exception.

(b) Unit owners with a single car garage, and owning two vehicles, must park the second vehicle in a general parking lot. No vehicle is to be parked in the driveway overnight.

## **19. PARKING LOTS**

(a) The general parking areas are intended for the use of visitors. A resident may park one (1) personal vehicle in this area, provided such vehicle is regularly used.

(b) It is further prohibited to park any motorhome or trailer overnight in the general parking areas, which are intended for use by residents or their guests for their personal motor vehicles only.

## **20. MOTORHOMES AND TRAILERS**

(a) Motorhomes and trailers are not allowed to be parked longer than 48 hours on a city street or private drive. This is a City of Mesa ordinance. It is prohibited to park any motorhome, camper or trailer overnight in the driveway.

## **21. GARAGE DOORS**

- (a) It is recommended that garage doors be kept closed at all times, especially during hours of darkness, unless exiting or entering the garage, to avoid unlawful entry, theft of personal articles, and to avoid entry of unwanted animal.
- (b) It is further recommended that whenever a vehicle is being repaired or serviced in-side, care be taken to properly ventilate the garage area to minimize harmful fumes.
- (c) Exterior keypad openers for garage doors are permitted to be mounted on the exterior garage door frame.
- (d) Replacement of a garage door requires an Architectural Permit. The replacement door must match, as closely as possible, the existing door in style and color. No windows are allowed in garage doors.

## **22. LANDSCAPING – GENERAL**

- (a) Granite areas, grass, shrubs and trees are all part of the common area, and as such are subject to the maintenance policy established by the Board. Residents are not permitted in any way to interfere with this policy, nor are they permitted to direct, coerce, verbally abuse or otherwise attempt to influence landscape contractor personnel. Complaints regarding landscaping should be in writing and sent to the Association's Property Management Co. (address on page VI). The Property Manager is to be called in circumstances involving an emergency situation.
- (b) No resident is permitted to plant any flowers, vegetables, shrubs, cactus or trees in the various common areas.
- (c) Tampering with the Association's irrigation system, which includes controllers and valves, is strictly prohibited, and may be construed as vandalism, depending upon the circumstances involved. (See VIOLATIONS/PENALTIES, Page 16, 5.0).
- (d) The rear patio and adjacent rear planter area must be maintained by the unit owner and/or resident. Such areas, including the expansion joints of the patio itself, must be kept weed free. Plants are to be maintained in good condition. Residents leaving the area for extended periods are required to remove any dead plants or any expected to die during the time, and make arrangements to keep the patio and planter area free of weeds as stipulated in this rule. If this is not done, your Board of Directors may have the area taken care of on your behalf. The bill will be sent to you and debited to your account to cover the cost of this service. No empty pots are to be stored on the rear or front patio.
- (e) The unit owner is responsible for any expense associated with either the maintenance or repair of the irrigation drip system within the rear patio planter area.
- (f) Climbing vines, such as bougainvillea, pyracantha, cat's claw, etc. and climbing roses, are not permitted to be grown in the rear patio planter area. The placement of any trellis within the planter area is also prohibited.
- (g) Residents may plant flowers and/or vegetables of their choice in the planter area. Shrubs, cactus and dwarf trees, not to exceed 84" in height, are also permitted to be grown in the planter area.

## **23. LANDSCAPING – TREE REPLACEMENT POLICY**

- (a) Trees subject to consideration for replacement within the framework of this policy must be either dead, diseased without hope of recovery, severely deformed, severely wind- or storm-damaged or pose a safety hazard to adjacent structures or nearby residences. A wind-blown tree that can be salvaged by re-staking will not be considered for replacement. Under certain circumstances a tree may be removed because it has outgrown its environment, and will only be replaced within the provisions of this policy. No tree will be removed and subsequently replaced solely because it is aesthetically unappealing to any resident.
- (b) Trees within the greenbelt areas will be ideally spaced at intervals of approximately 28 feet, but may be less than this where already planted, or if a replacement is indicated with the parameters detailed in the provisions of this policy.

(c) Replacement trees within the greenbelt areas will only be planted if the space between existing trees measures 44 feet or more, with such plantings to be made equidistant between existing trees, whether such existing trees are planted in a straight line or a staggered line.

(d) Trees in the granite areas alongside units subject to replacement will only be planted provided that existing trees are still of a reasonable size to avoid interference with such plantings.

(e) Trees in the granite areas at the end of the private drives on a north/south axis will be replaced under this policy as required on a one-for-one basis.

(f) The specie of tree(s) selected as replacement will be solely at the Board of Directors' discretion, or at the discretion of the Board's designee.

(g) Any tree replacements will be determined by the Board of Directors. Some trees will not be replaced for the betterment of irrigation and/or grass growth.

#### **24. STORAGE**

(a) The front or back patios of condo units may not be used for storage purposes. This includes, but is not limited to, the placement of garbage containers of any size, fiber, metal or plastic drums, cardboard boxes – flattened or set up, pails or cleaning devices such as brooms, mops, etc.

(b) One (1) barbecue grill may be stored on the back patio only.

#### **25. PATIO FURNITURE**

(a) Outdoor furniture is to be of appropriate commercial design. Furniture designed for indoor or camping use is not permitted.

(b) A maximum of four (4) chairs, one (1) table having a maximum diameter of 41", and two (2) small end-type tables not to exceed 16" x 18", are permitted on the front patio. Either a single two-seat glider, single two-seat park-type bench, or chaise lounge may be substituted for two (2) chairs. Umbrellas are permitted on the front patio when in use. They can't be left out overnight.

(c) The quantity of furniture placed on the rear patio must be in keeping with the overall dimensions of the patio. For example, placing a 41" diameter or larger table, along with eight (8) chairs on a 10' x 14' patio will be considered excessive. The size and style of such furniture must be in keeping with appropriate commercial design. Your Association Board of Directors requests that residents exercise discretion and good taste in this matter at all times.

(d) No furniture is to be placed in any common area.

#### **26. PATIO FLOOR COVERINGS**

(a) Synthetic floor coverings, i.e. carpeting, tile, concrete coatings, may be used as a covering on either the front or rear patio floor. These must be resistant to fading, waterproof and mold proof. Architectural approval must be obtained prior to installing any of the foregoing. The Board of Directors may order the removal of any synthetic covering that has deteriorated or has not obtained architectural approval. The fiberboard at the patio/wall edges is to be maintained by the homeowner.

#### **27. PATIO CEILINGS**

(a) Patio ceilings and soffits are not to be hosed or washed down. This may cause damage to the drywall (sheetrock) material. The unit owner will be responsible for any such damage.

#### **28. OUTDOOR CLOCKS, THERMOMETERS, RAIN GAUGES**

(a) Attaching an outdoor clock, thermometer and/or rain gauge to the exterior front or side of a condo unit, or placing a rain gauge in any common area, is prohibited.

(b) A clock and/or thermometer may be attached to the wall within the rear patio area, with the hanging of such item(s) considered exclusive of any restriction on the number of hanging items permitted as stipulated in rule 9

(c) Rain gauges may be placed within the rear patio or rear patio planter areas only.

## **29. BIRD FEEDERS AND BIRD HOUSES**

(a) No animal or seed-type bird feeders are to be hung or placed in either the front, rear or sides of condo units or their adjacent common areas. Hand feeding or spreading of bird seed/food is prohibited, including all common areas and private patio areas.

(b) A single liquid-type hummingbird feeder may be hung in the rear patio area only, and must be placed not to overlap the service walkway. It is prohibited to hang such a feeder anywhere outside of the rear patio area, including the trees located in the common areas.

(c) It is prohibited to hang or place a bird house, other than a decorative bird house as permitted under rule 8(a) where there is no entry hole or the entry hole is either plugged or screened, anywhere in or on the front or rear of the condo unit or common areas.

## **30. CLOTHING, LAUNDRY OR UNSIGHTLY OBJECTS**

(a) Hanging clothing, laundry or unsightly objects is prohibited in any area of the unit visible to the public.

## **31. HOSES**

(a) It is prohibited to mount a hose reel or any other hose-holding device to the front, sides or rear of any condo unit.

(b) A single stationary hose reel, clay or terra cotta colored plastic hose container may be placed on the cement portion of the front or rear patio.

(c) Loose hose is permitted to be stored on the front patio provided it is tightly coiled and kept directly behind the patio wall out of sight from the sidewalk or street.

## **32. POLES**

(a) No poles, stakes, posts or similar projections, including seasonal decorations, are to be driven or implanted in any condominium common area.

## **33. PICTURES, POSTERS, ORNAMENTS, ETC.**

(a) No picture or poster is to be displayed on the inside of any window visible to the outside.

(b) Christmas ornaments and Christmas cards may be displayed as part of the Christmas seasonal decoration; they are subject to the same time frame for display and removal of such holiday decorations.

## **34. WINDOW COVERINGS**

(a) Window blinds, drapes, curtains, shutters or roll-down shades are the only coverings permitted on the inside of the windows. Styrofoam, cardboard, bed sheets, aluminum foil and any reflective type coverings are not to be used in any window or door that is visible to the outside.

(b) Architectural approval must be obtained for the application of window tinting or the installation of sunscreens, which must be made by a professional contractor. Also see rules 3(a) and 3(b). Such installations must be maintained free from rips, tears or other damage at the unit owner's expense.

### **35. SIGNS**

(a) One (1) only "For Sale", "For Rent" or "For Lease" sign may be displayed on the inside of the front window only, with such sign not to exceed approximately 2' x 2' in size. No owner, realtor or any other party is permitted to erect or have erected a sign of any kind and placed in or on the granite common area of any unit.

(b) An "Open House" lead-in sign, measuring no larger than approximately 2' x 2' and mounted on runners, may be placed on the granite alongside the driveway on the day of an open house. Such sign may only be displayed on the day of the open house and no longer than 30 minutes following the open house, at which time it must be removed. It is prohibited to display any "Open House" lead-in sign on any vehicle, including golf carts, motorcycles, etc., parked in the vicinity of the actual open house.

(c) A single "Block Watch" decal or small "Security System" warning type decal may be displayed on the inside of any front, side or rear condo window. No other sign(s) of any type or description (except name and address and/or number signs (rule 10) are allowed unless special permission has been obtained beforehand from the Association Board.

(d) Political signs are prohibited from being placed in the common area landscape. Residents may place one (1) political sign on the front patio area or in the front window of a unit, however the sign may not be attached to the outside of the building in any way. A political sign may be placed out 71 days prior to an election and must be removed 3 days after an election and may not exceed 9 square feet.

### **36. PET SECTION**

(a) All dogs must be leashed when outside, with such leash not to exceed 6 feet. Cats must also be leashed while outside, or kept indoors at all times.

(b) Pet owners are required to IMMEDIATELY pick up any and all droppings left by their animals. Pets must not be permitted to urinate on common area shrubbery.

### **37. NON-PET SECTIONS**

(a) No owner or resident in the non-pet section may have a pet of any kind, at any time. This includes guests of the owners or residents. Visitors of the owners or residents must kennel their pets whenever visiting condo units in the non-pet section. All units, other than Nos. 300-329 and 338-349 inclusive, are classified as non-pet sections.

### **38. NUISANCES AND OFFENSIVE ACTIVITY**

(a) No resident is permitted to engage in any activity which is offensive or an annoyance to any other resident. Such activity may include, but is not limited to: loud radio, stereo or television playing, outdoor partying after 10:00 p.m., excessively noisy hobby equipment, or any other activities that infringe upon the quiet enjoyment of other residents.

(b) Rollerblading, skateboarding or bicycle riding on the rear service sidewalks are prohibited. Any activity considered damaging to the greenbelts is prohibited.