

SUNRISE VALLEY TOWNHOMES HOMEOWNERS ASSOCIATION

I. RULES FOR TRAFFIC, PARKING and REFUSE/RECYCLE COLLECTION

1. **Speed Limit.** The speed limit throughout the Properties is 20 miles per hour. This includes all motorized vehicles, bicycles, and equivalents
2. **Parking on Streets.** Parking on the Association streets shall be for a short time only, not to exceed four hours in duration. Residents are responsible for directing visitors and house guests to park in the resident's garage, driveway or the parking bays. As an exception, residents may permit contractors to park on the streets for the duration of the contracted work while the work is actually being performed, but not overnight.
3. **Parking in Bays.** Parking bays are for temporary parking only; they are for the convenience of residents and their guests and not for vehicle storage or long-term parking. Bay parking may be used by guests for extended visits up to week; longer periods required the approval of the Board. In any event, only vehicles types permitted by the Declaration for parking on driveways can be temporarily parked on the streets and the bays.
4. **Temporary Parking during Road Maintenance.** The Board may modify the above provisions temporarily as necessary to accommodate road maintenance.
5. [ADDED PROVISION] **Temporary Parking of Motor Homes and Campers.** These vehicles, if owned or rented by an Owner or Lessee, may be parked in driveways or parking bays for a period of 48 hours on driveways for the purpose of loading, unloading or cleaning, but not occupancy.
6. **Garbage and Re-cycle Collections.** The Board will contract for weekly garbage and re-cycle collections. Resident containers may be placed curbside on their respective properties including on sidewalks, after 6 p.m. of the night before the scheduled pick-up, and must be removed by 6:00 pm on the pick-up day, or upon return from work or errands, whichever comes later, but in no case later than 10:00 pm. Residents are responsible for cleaning up after any container is overturned, regardless if caused by animal, wind or accident. When these said containers are not placed curbside, they must be placed either in the garage or otherwise completely concealed from all other Properties and from the streets and other Common Areas.
7. **Use of Sidewalks.** Most of the sidewalks are located on the property of Owners, but all Owners, Residents, Guests, contractors, and so forth have an unqualified right of easement thereto. Except as noted in paragraph 5 above, residents may not place any obstructions in the way of this easement, to include any vegetation not removed by the Association's landscaping contractors. Repair of damage caused by residents or Owners or any part of a sidewalk located on their respective Lot shall be the exclusive responsibility of that Owner, but maintenance and repair of sidewalks necessitated by fair wear and tear shall be the responsibility of the Association.
8. **Requesting exceptions.** Owners and other residents may request a one-time, temporary exception to the above provisions by calling the president of the Board or any other Director, who may grant the permission immediately or may choose to first consult with other Directors.
9. **All-Terrain Vehicles.** All-terrain vehicles are prohibited throughout the community at all times, except that Owners may transport them in on a trailer if the trailer is kept within a closed garage.

II. RULES FOR USE OF THE RECREATIONAL AREA

[Pool, Spa, Tennis Court and surrounds]

1. **Definition.** The Recreation Area is defined as the pool, spa, tennis court, and all surrounding land within the fence and gate that encloses these facilities.
2. **Entitlements.** All members of this Association in good standing, and tenants of Owners to include their Family Members, are entitled to use the recreational facilities between the hours of 5:00 a.m. and 10:00 p.m. daily, except when a social function for all Owners is scheduled.
3. **No lifeguards.** Lifeguards are not available. Residents and guests use the recreational facilities solely at their own risk.
4. **Showers.** Showers must be taken in the shower facilities of the recreational area within five minutes before entering or re-entering the pool or spa. Showers taken in private homes prior to entering or re-entering the recreational facilities do not qualify. This rule implements explicit public regulations pertaining to public and semi-public swimming and spa facilities.
5. **Restrictions for children.** All persons under 14 years of age and using the pool or spa must be accompanied by an adult authorized to use the facilities. Children under eight years of age using other parts of the area must be accompanied by an adult authorized to use the facilities. In no event will children who are not toilet trained be permitted to use the pool or spa.
6. **Guests.** Guests using the recreational area must be accompanied by a Resident at all times.
7. **No private parties.** Private parties and equivalent social events are not permitted except where all Residents are invited to attend, and in that case the event must be approved by the Board.
8. **Conduct.** No running or horseplay is permitted anywhere in the recreational facilities. No bicycles, skateboards, and similar items are permitted within the fenced area.
9. **Glass containers.** No glass containers are to be carried, placed or used within anywhere within the recreational facilities.
10. **Audible electronics.** Radios and similar audio instruments must be used with earphones or equivalent headset. No amplification of sound is permitted.
11. **No smoking,** Smoking is prohibited throughout the recreational area.
12. **Eating and drinking.** Eating and drinking is not permitted within five feet of the pool, spa, or anywhere in the tennis court, except water in plastic containers may be used in the tennis court.
13. **Gate, lights, and spa pump.** The gate must be closed and locked each time any person goes through it, ingress or egress. The key to the gate may not be given to any person who is not a resident of the Association, except by the Board for contracted maintenance services. Lastly, lights and the spa pump must be turned off when not in use.

14. **No animals.** No pets or other animals are permitted anywhere in the recreation area, including the tennis court, with the exception of helper dogs.

15. **Instructions.** Instructions of any kind may given for Residents on an individual basis. When requested in writing, the Board may approve group instruction. In no event, however, will the Association take any responsibility for accidents or injuries as a result of any such instruction.

SPECIFIC RULES PERTAINING TO THE TENNIS COURT. The above provisions apply equally to use of the tennis court. Additionally, the following rules govern use of the tennis court:

16. **Use.** Use of the tennis court is restricted to tennis play. It may not be used for other games or activities, such as volleyball or badminton.

17. **Limits of playing time.** The tennis court may not be used after 10:00 p.m. nor before dawn.

18. **Duration of play.** Playing time is limited to one (1) hour, if other players are waiting. If and when back-up becomes excessive, players may implement a temporary sign-up sheet.

19. **Shoes.** Tennis shoes must be worn on the court.

20. **Striking the net.** Players are not to lean on the net, and are to avoid striking it in the course of play.

21. **Outdoor furniture.** Players are not to bring outdoor furniture into the fenced tennis court area, whether from elsewhere in the recreational area or from their residences.

III. RULES FOR LANDSCAPING SERVICES & RESPONSIBILITIES

1. **Board Responsibility.** The Board is solely responsible for the maintenance of the landscaping on, and all improvements to, the Common Areas. As long as this type of service remains available at a reasonable cost, the Board will also extend limited maintenance to the Owners for their privately owned land between the streets and the front (and side walls adjacent to a street where applicable). (See Section 10.2 and 10.3 of Article 10 of the CCR's)

2. **Overhangs.** If the homeowner fails to provide a clear and safe path for pedestrians and vehicular traffic on the sidewalks and streets, the landscaping service shall include the trimming or removal of vegetation extending over sidewalks and streets to the extent such vegetation interferes, as the case may be.

3. **Owner option to limit service.** Any Owner may elect to limit landscaping services on his or her property, without notifying the Board. In this case, the Owner shall be obliged to maintain their front yard at their own expense. As specified in the Declaration, this election will not reduce assessments. The option is:

No service, except to trim live vegetation that impedes pedestrian traffic on sidewalks or vehicular traffic on streets. Indicate this by affixing **one quarter-inch grey stripe** around their lamppost one-inch below the plane where the light fixture and the lamppost meet. The stripe is not to be painted on the lamppost.

4. **Owner Property Beyond Side and Rear Walls.** An Owner must request permission of the Board before planting any additional vegetation in these areas, or removing any living vegetation. Any Owner may elect to exempt his or her said property from this general Rule, by having their land surveyed and marked off, with the report of this survey submitted to the Board. In this case, the Owner will be held responsible for the upkeep of the property. In any case, no changes may be made to the ground or vegetation that would materially affect drainage or pose a threat of fire to a neighboring party.

5. **Removal of Trees and Shrubs.** Removal of live, dead or fallen trees of any height, and live or dead shrubs over four-foot tall, that lie on Owner's property outside of any wall is the responsibility and at the expense of the Owner. However, where the vegetation is on a boundary line between Owner property and a Common Area, the expense will be split between the Owner and the Association.

6. **Rubbish.** Under no circumstances will any Owner permit rubbish of any kind to be placed or kept on any property beyond their boundary walls, the same as applies to property within these walls. However, where rubbish flows onto Owner property as a result of heavy rains or drainage, to the extent such rubbish lies outside of boundary walls, the Association will be responsible for its removal.

7. **Tree Roots.** When tree and shrub roots undermine walls, sidewalks, other vegetation, foundations and floor slabs, *and* the roots in such cases are indisputably from vegetation planted entirely within an Owner's property, the obligation and costs of repairing the damage are with that Owner. But when legal difficulties arise with vegetation that lies outside boundary walls or where the source of the roots cannot be accurately determined without risk of damage to other vegetation, the Board will attempt to resolve any issues informally. If the attempted resolution comes to an impasse, the Board will recommend binding arbitration before submitting the case to legal proceeding.

IV. RULES GOVERNING EXTERIOR DISPLAYS & DECORATIONS

1. **Seasonal Decorations and Displays.** At the present time, the Board does not regulate seasonal decorations, neither as to seasons or duration. If the practice gets out of hand, the matter is to be discussed by way of a questionnaire distributed to all Owners, followed by a special meeting or at the next annual meeting if appropriate.

2. **Permanent Displays Permitted by Law.** Currently, the law permits displaying a wide range of signs and flags, some permanently, some transient. In most cases, the applicable laws state what must be permitted by Associations but leave Associations free to regulate certain details or to increase (but not reduce) the minimum size permitted by law.

A. **Flags.** Owners may display the American flag, or a replica of a flag of the United States army, navy, air force, marine corps or coast guard, provided the said flag is displayed in a manner consistent with relevant federal law. He or she may also display the POW/MIA flag, the Arizona state flag, or an Arizona Indian nations flag. Up to two flags may be displayed on a single flagpole or elsewhere, the flagpole not to exceed 16 feet in height. The size of the flags is limited to 3 by 5 feet.

B. **Political Signs.** Owners may display one political sign not to exceed 24 inches both width and height, no earlier than forty-five (days) prior to the day of public election or voting to which the sign pertains, and not more than seven days afterwards.

C. **For Sale or For Lease Signs.** Owners may display one "For Sale" or "For Lease" sign not to exceed 18 by 24 inches, plus one rider not to exceed 6 by 24 inches, provided that the home is in fact for sale or for lease as the case may be. An "Open House" sign and directional signs may also be displayed during an open house.

D. **Security Service Signs.** Owners may display one security-service sign not to exceed one-half-square-foot in area, not to exceed two feet in height measured from the ground.

3. **Other Permanent Displays.** All other permanent displays constitute architectural modification and are subject to governance by the Association. An owner may display up to three such items providing that the surface area of each as measured by the simplest possible polygon connecting the outward points does not exceed two square feet except that such items made entirely of black-paint wrought iron may be up to three square feet. Any larger display and/or any number of displays greater than three must be approved by the Board. As an exception, displays consisting of more than one closely mounted items shall be considered as a single item provided that the total area of the combined items does not exceed the maximum areas permitted.

4. **Lighted Displays and Flags.** An owner may permit a permanently displayed flag or other such displayed item to be lighted at night providing all other Owners whose property lies anywhere within 75 yards of the lighted display *and* to whom the display is visible from their property give their permission in writing. Once granted and as long as the amount of lighting is not increased, the permission cannot be revoked. However, if a new, subsequent Owner occupying a Lot that falls within the above said criterion objects to the lighting, the said lighting must be discontinued. In any event, these restrictions do not apply to a motion-detector light fixture.

5. Offensive displays. Owners who opine that a permanently displayed item is offensive may petition the Board to require that the said display be removed or otherwise modified to the satisfaction of the Owners complaining. The following provisions apply to such complaints:

A. Two or more Owners from whose property the alleged offensive display is clearly visible must both sign the petition and state the same reason why they deem the display to be offensive. The petition may also be endorsed by other Owners to whom the display is not visible from their respective properties. Alternatively, any five Owners regardless of where they reside within the Association may file the said petition under the same criteria. No form is prescribed for the petition, and the petition may be handwritten.

B. Upon receipt of the petition, the Board shall attempt to resolve the issue informally over a period of at least 30 days, unless the alleged offensive display is deemed to be a mere variation on a previously banned display, regardless of the Owner who posted the original display, in which case the time mandated for informal resolution shall be ten days. If the Board deems it appropriate, it may query other Owners as to their opinions on the alleged offensiveness of the display at issue.

C. Upon failure of the attempt at informal resolution, and if the Board continues to agree with the petitioners that the display is offensive, the Board shall proceed with the legal remedies prescribed in the Declaration for formal resolution of the alleged violation(s) of the Governing Documents.

6. Displays and Placards on Vehicles. There are no restrictions on vehicular mounted displays and placards when the vehicle is parked in an enclosed garage, or only momentarily on the driveway. But Owners, lessees, and guests are not permitted to park such vehicles on driveways, parking bays, or the streets unless the displays or placards are removed. This restriction does not apply to vanity license plates, license plate frames, or small dealer names affixed to cars by dealers. Nor does the restriction apply to commercial, delivery, service and similar vehicles. Any Director can orally grant a one-time, one-week waiver of this restriction under unusual circumstances. In this instance, the said Director shall make note of the waiver and report it to the president of the Board. Any waiver for a longer period requires approval of the Board.

5. Emergency and Public Service Vehicles. When an Owner or Lessee is required to park such a vehicle at his home, presumably to respond faster to emergency conditions, and the said vehicle has one or more mounted placards indicating the official nature of the service, such vehicles may be routinely parked in driveways, but not in parking bays or on the streets. This exception shall not be used as a legal loophole to add any other kind of placard or advertising material.

V. RULES GOVERNING SOLAR DEVICES

1. **Covenants, Conditions and Restrictions (“CC&R’s”).** Pursuant to CC&R’s Section 9.3A, solar-energy devices (“Solar Devices”), which include solar panels and associated devices, are permitted so long as they comply with the Rules of the Association, which are specified hereinbelow.

2. **Laws.** Current Arizona law (“Laws”) stipulates that homeowner associations may not prohibit the installation or use of Solar Devices. However, an association may adopt reasonable rules regarding the placement of Solar Devices if those rules do not prevent the installation of the devices, impair the functioning of the devices, restrict its use, or adversely affect the cost or efficiency of the devices.

3. **Installation, Additions and Changes.** The installation of all Solar Devices, including but not limited to, all subsequent additions, alterations, changes and modifications (excluding minor changes in order to make repairs) (“Device Installation”), shall constitute an architectural modification and is subject to governance by the Association. The Owner must submit a Request for an Architectural Modification or Variance (“Architectural Variance”) and receive written approval from the Association prior to implementing such Device Installation.

The Architectural Variance must include detailed specifications, including but not limited to, the type of Solar Device (electric or hot water generation), architectural drawings, line-of-sight specifications, paint colors, location of any electrical conduits, pipes and control boxes (“Device Piping”), etc., so that the Association can review and evaluate the Architectural Variance. Although the Association cannot maintain a blanket prohibition on Solar Devices, it does not have to automatically approve Architectural Variances for Solar Devices. Rather, an Architectural Variance for Solar Devices will be considered like any other request for exterior improvements, including but not limited to the limitations on the Association’s authority pursuant to the Laws, esthetic considerations, other rules specified in this article and in the Governing Documents, etc. If the Architectural Variance is denied, the Owner has the right to appeal pursuant the procedures specified in the CC&R’s, and the Owner has the burden of demonstrating that the Association’s Rules are not reasonable, prevent the installation of the devices, impair the functioning of the devices, restrict its use, or adversely affect the cost or efficiency of the devices.

4. **Removal.** An Architectural Variance is not required for the removal of a Solar Device, in whole or in part. However, the Owner is required to restore the Dwelling Unit and/or the Lot to the same condition as it was prior to the Solar Device being installed. Removal shall include but not be limited to all equipment, Device Piping and mounting hardware associated with the Solar Device. Solar Devices that are no longer being used for any reason whatsoever, including but not limited to, Solar Devices that are broken, that will not or cannot be repaired, that are no longer in working order, that are in disrepair, that are obsolete, that are prohibited from use by regulation or law, etc., must be removed by the Owner at his or her sole expense.

5. **Location of Solar Devices.** Solar Devices are permitted so long as the Device Installation is in accordance and complies with the provisions of all codes, including but not limited to, building codes, electrical codes and plumbing codes. Solar Devices must be installed in the least obtrusive place on the roof of the Dwelling Unit such that the Solar Device is not Visible from Neighboring Properties (CC&R’s Section 1.7) and not visible from the streets located within the Properties adjacent to or in proximity to the Owner’s Lot (“Streets”) unless otherwise permitted under the law. For the purposes of this article, Rules Governing Solar Devices, Streets shall not include roads located outside the Properties, including but not limited to North Via Velazquez.

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Device Piping is considered part of the Solar Device and must be installed in the least obtrusive place on the Dwelling Unit unless otherwise permitted under the law. Device Piping may be installed on the side walls of a Dwelling Unit and is permitted to be Visible from Neighboring Properties and visible from the Streets provided such Device Piping and associated mounting hardware are painted in accordance with the Association's rules for paint colors and painted in colors that blend in with the background and/or immediately surrounding colors so as to be the least obtrusive.

Solar Devices, excluding Device Piping, may only be installed on the roof of the Owner's Dwelling Unit, and may not be installed on any other part of the Dwelling Unit or the Lot unless otherwise permitted under the law.

6. Other Restrictions. Solar Devices must be installed in a way so that they do not reflect sunlight or other light in a way that shines on to another Lot in a manner that is disturbing to a Member or Tenant unless otherwise permitted under the law. Solar Devices may not have any lighted bulbs or lamps that are Visible from Neighboring Properties or visible from the Streets. Device Piping may not be run through holes in the walls or roof that are used for drainage, including but not limited to, scuppers.

7. Liability and Indemnification. The Owner is solely responsible for all liability involving a Solar Device and the Owner agrees to indemnify and/or reimburse the Association and/or its Members for all damages and losses caused by the installation, maintenance or use of the Solar Device. Such damages and losses may be caused by, including but not limited to, a Solar Device becoming detached after a heavy wind, electrical malfunctions, mechanical and other malfunctions, acts of God, electrical and/or radio frequency interference, normal functioning, fire, etc.

8. Responsibilities. The Owner is solely responsible for the Solar Devices, including but not limited to, Device Installation, removal, maintenance, repairs, liability, indemnification, compliance with electrical, building, plumbing and other codes, compliance with the Association's Governing Documents, inspections, governmental approvals, insurance coverage, emergency situations, etc. The Association has the authority to notify an Owner to repair or remove in a reasonable timeframe any Solar Device that is no longer working and to correct in a reasonable timeframe any deficiencies as they relate to the Rules Governing Solar Devices. Such repairs, removals and corrections shall be solely at Owner's expense.

9. Emergency Situations. In the event of an emergency situation involving a Solar Device, the Association may, at its sole option, employ any and all powers granted in the Governing Documents to remove and/or rectify the emergency, and the Owner shall reimburse the Association for all expenses incurred by the Association and/or its Members.

10. Exemptions. Solar Devices installed and maintained by the Association to provide light during nighttime hours at the mailboxes and Common Areas shall be exempt from these Rules.