

ALAMEDA PARK CONDOMINIUM ASSOCIATION  
RULES AND REGULATIONS  
Revised: May 16, 2013

1. GENERAL INFORMATION

- a. Each homeowner has the responsibility to provide the property manager with current accurate contact information at all times, including, but not limited to, the legal owner's name, telephone number, mailing, email addresses, etc.
- b. APCA employs an off-site professional property management company. If you have questions, want to report a problem in the common elements or, wish to record a specific complaint or concern, please telephone or write the property manager at the numbers and address shown on the letterhead.
- c. In the event of emergency, dial Tempe Police at 9-1-1. Non-emergency police matters should be telephoned to (480) 966-6211. Non-emergency calls to the property manager may not be returned until the following business day; however the property manager will return your call within 48 hours (2 business days). Non-local calls will be returned collect. If the caller (homeowner/resident) cannot be reached or is not available, the property manager may respond in writing by mail within 48 hours.
- d. Legal notice to APCA may be made by U.S. mail (Certified Mail/Return Receipt Requested) addressed to Alameda Park Condominium Association, Inc. per the above letterhead; by lawful service upon the statutory agent of the Association, upon any attorney representing APCA and/or - as otherwise prescribed by Arizona statute. All notices must be in writing, dated and signed by the person serving legal or official notice.
- e. Pursuant to the Arizona Uniform Condominium Act, homeowners/residents attend board meetings as observers only, Homeowners/Residents wishing to formally address the Board at any regularly scheduled monthly meeting shall submit written request which must be received by the property manager a minimum of seven (7) calendar days prior to the date of the scheduled meeting. All written requests must include the specific topic to be discussed and include any and all documentation, plans and other information necessary to enable the board to draw reasonable conclusion and reach an informed decision.

2. USE OF THE COMMON AREAS

The common areas of the subdivision are for the use and enjoyment of all residents however; the following restrictions apply:

- a. Parties are not permitted in the common areas, excluding patios, without the written express consent of the Board of Directors. Private parties must be confined to the property and patios of each individual dwelling.

- b. Motorized vehicle or personal property may not be repaired or maintained in the common areas, including parking areas.
- c. Business or commercial activity may not be conducted on common areas.
- d. Signs may not be posted to advertise the sale or lease of any real or personal property, except as provided in the CC&Rs (Real Estate sale: one sign not to exceed 18 X 24 displayed in the interior of a unit window only).
- e. Window and patio displays or signs may not be exposed unless expressly approved by the Board of Directors.
- f. Dangerous or unruly behavior may not be carried on or permitted in the common areas.
- g. Littering within the common areas is not permitted.
- h. Planting of flora without permission of the Board of Directors is not allowed in common areas, except the patios area.
- i. Nailing, pinning, tacking or duct taping of any notices or other materials is not allowed on wood or other structures.
- j. Hanging of wind chimes or hanging of plants is not permitted on wooden surfaces in common areas, including patios.
- k. Placing potted plants, pottery and other decor items are not allowed on exterior walls, eaves, roofs, patio walls and all other common elements.
- l. Graffiti is not accepted within the community and shall be construed as intentional property damage. The Association shall promptly refer all incidents of graffiti and other criminal property damage to Tempe Police or prosecution,

The Association may cause repairs to be made to any real or personal property in the common areas caused by any homeowner, tenant or guest thereof including patio walls, fixtures, parking areas or landscaping, Reasonable cost of repairs will be assessed to the unit owner responsible for any such damage.

### 3. EXTERIOR AND INTERIOR MAINTENANCE OF PREMISES

- a. Consistent with the CC&Rs, interior maintenance and upkeep of individual condominium units and their respective patio areas are the sole responsibility of the unit homeowner.
- b. Homeowners are solely responsible for cost, maintenance and care of individual air conditioning units, window glass, window screens, light fixtures, keys to mailboxes, keys to unit, patio trees, patio landscaping, patio water systems, optional security doors and such other and further maintenance not specifically provided by the Association, Patio

and internal pest control shall be the responsibility of the owner.

- c. Repair of the electrical panels is the responsibility of the Association. The expense of the repair shall be assessed to the homeowner.
- d. Maintenance of mailboxes is the responsibility of the Association. Individual mailbox locks and keys are the responsibility of the unit owner,
- e. The Association does not allow attachments of any kind to buildings, roofs, eaves, sheds, walls, chimney's etc.
- f. The Association governs installation of fireplace and/or chimney retardant devices without prior written approval. Climbing upon and/or walking on rooftops are not allowed. Licensed, bonded and insured vendor is required.
- g. Homeowners/residents are required to harvest fruit trees on patios prior to dropping on common areas and/or to promptly remove fallen fruit from common area.

#### 4. PATIOS

- a. The interior areas of each individual patio is for the use of the unit occupants and is designated "Limited Common Property. Patios must be maintained in a neat and attractive manner conducive to maintaining safety and high property values,
- b. Exterior grade waterproof lawn furniture must be maintained in good condition. B-B-Q's and hibachis must be maintained and operated in a safe manner.
- c. Unsafe or inappropriate use of patio areas include but not limited to storing appliances, accumulation of weeds or leaves, interior upholstered furniture, pet excrement or urine, newspapers, cardboard boxes inoperable bicycles, trash, automobile parts, ladders, dead bushes or trees, loose lumber, unstacked firewood, garbage, empty cans and/or buckets etc. Individual patio areas must be kept clean and tidy for purpose of maintaining overall appearance and property value. All trees, plants, bushes etc, inside patio areas are the sole responsibility of the homeowner. Trees must be trimmed completely off roof to avoid damage to roofing. Pruning is recommended and homeowners are urged to consider seasonal limitations well in advance of need.
- d. Homeowners are responsible for all costs of repair resulting from roof or structural damage caused by untrimmed tree limbs, roots or bushes in patio areas,
- e. Installation of Jacuzzis, spas, whirlpools, wading pools, collapsible pools and/or hot tubs is regulated by the Board of Directors and shall not be installed or placed on individual patios without express prior written approval of the Board of Directors. It is the responsibility of the homeowner to maintain the insurance needed to address liability concerns.

- f. Homeowners may, at their own expense, install mesh covering and/or gate closing springs on patio gates subject to prior written approval by the Board of Directors. The Association regulates the type, style, quality, color and workmanship of all gate covering. Chicken wire, boards, slats and/or other covering are not allowed. Patio gates and sidewalks may not be blocked or closed off,
- g. Reasonable landscape modifications restricted to the interior confines of unit patios do not require prior approval of the Board of Directors. Adequate drainage must be provided.
- h. Mister systems (whether rigid PVC or flexible tubing) are subject to approval of the Board of Directors as follows: (1) Front units (#101 & #104) must be installed horizontally under the front eave lip and out of public sight and/or horizontally under the interior lip of the masonry patio wall and painted to match the wood trim of the building or wall, (2) Back units (#102 & #103) must be installed horizontally under the lip at the bottom of the wood siding at the point it meets the slump block and/or horizontally under the interior lip of the masonry patio wall and painted to match the wood trim or wall. (3) Mister systems may be attached to the interior edge of lattice construct painted to match lattice frame All PVC, lines, pipes, etc must be painted and out of view.
- i. Clotheslines in the subdivision must be positioned away from public view and below the level of the patio wall.
- j. Dead trees and shrubbery in individual patio areas must be removed
- k. The Association provides monthly professional extermination services for all common areas, except patios. It is the responsibility of each homeowner/resident to treat interiors of units and patios.

## 5. LIGHTING

- a. Patio light bulbs must be white or yellow.
- b. Front door light bulbs must be white or yellow.
- b. Homeowners may, subject to prior written board approval and at their own expense, install approved courtyard security light fixtures. Installation must be by licensed and insured electrical contractor.
- d. All patio and front door exterior light fixtures are the responsibility of the homeowner and must be maintained in good condition and must be covered with appropriate globes. Use of motion detector lighting is allowed.
- e. Low wattage soft white light bulbs are recommended. For security purposes, residents are requested to light patios and front door areas throughout night time hours.

6. CABLE TELEPHONE. INTERNET WIRING INSTALLATIONS

- a. Individual antenna installation must be approved in writing and in advance by the Board of Directors and must be in accordance with state and federal regulations,
- b. The Association strictly regulates all utility installations (including, but not limited to, sewer, water, cable, satellite, internet, telephones etc.).
- c. Cable installation must come into the front units (#101 & #104) through the center breeze way and into the back units (#102 & #103) beside the front door or fireplace; be buried underground until the point of entry with no more than 12-14 inches of conduit encased cable above ground. Only one entry point is allowed. No cable boxes or splitters are permitted on any exterior wall.
- d. Telephone wiring must enter all units through the sidewall main junction box by the electric meters. Only one entry point is allowed.
- e. No cable or wiring of any type may be strung on eaves, roofs or exteriors of buildings. Each unit is permitted one telephone and one cable entrance site unless otherwise specifically approved in writing by the Board of Directors additional wiring, connections etc. must be confined to the interior of the unit,
- f. Licensed and insured contractors must do all electrical wiring. Contractors must provide the Board of Directors with accurate and current copies of their license and insurance prior to any commencement of work within the sub-division.
- g. AM homeowners/residents are required to advise installer, in advance, of the Rules and Regulations of the Association governing installations. For further information, please contact the property manager.
- h. To commence Internet wiring to any unit within the Association please contact the property manager.

7. SATELLITE DISH INSTALLATIONS

- a. Dishes shall be installed in such location and in such manner as to cause the least structural damage.
- b. A personal satellite dish not exceeding 36 inches in diameter may be installed in the patio area adjacent to each unit via permanent attachment to a mast not exceeding 8' 6" in total height. To insure personal and public safety the mast shall be anchored in concrete a minimum of 12" into the ground or placed into a 5-gallon bucket filled to a minimum of 75% capacity with concrete or ready mix.
- c. The service cable should be run from the mast at or below ground level to a single entry point in the building masonry wall within the boundaries of the patio. The entry point

should be no higher than 15 inches above ground level at the building masonry wall. The entry hole should not be larger than 3/4 inch in diameter and lined with a plastic entry point plug similar to that used at the cable television entry point

- d. AM installations must be done in accordance with professional industry and safety standards. Mi costs of installation, maintenance, and security will be the responsibility of the unit owner,
- e. Dishes located on eaves. The Association restricts wiring up/down the exterior walls, around the exterior of buildings, across rooftops and along walls. MI satellite wiring/cable run from dishes installed on eaves shall be run under and enter the unit immediately under the cave of the building at location of dish. AM cable, wiring splitters and boxes shall be limited to the interior of the individual unit.
- f. No satellite dish may be installed on any air conditioning unit, chimney or rooftop  
Unapproved satellite dish installation may be construed as intentional property damage,

#### 8. BURGLAR ALARM SYSTEMS

- a. Individual electronic home burglar alarm may be installed within the interior of each unit  
Alarm systems are limited to the style and type connectable to telephone central response centers. No exterior alarm box, horn, whistle or other warning device is allowed one small alarm system notice sign is allowed on patios.
- b. Vehicle burglar alarms must have an automatic cut-off after 15 minutes

#### 9. INSURANCE

- a. Residents/Unit Owners are responsible for maintaining homeowners and/or renter's insurance including contents, liability etc. Residents utilizing the RV storage lot do so at their own risk and, should therefore, maintain their own insurance against loss,

#### 10. GENERAL RULES AND REGULATIONS

Unkempt areas devalue the subdivision thus the following rules and regulations are implemented:

- a. Homeowners are responsible to maintain their premises in good repair.
- b. No homeowner or resident shall commit any act or perform any work that may impair the structural soundness or integrity of any building structure.
- c. No improvement, whether building, fence, wall or other structure shall be commenced, erected or maintained on any unit, or in any patio area, until a plan and specifications for the same showing all construction details including the nature, shape, height, material, floor plan and location have been submitted to and approved in writing by the Board of

Directors in accordance with the CC&Rs.

- d. Pre-approved plans for wrought iron security doors, window screens, security lighting, 240 volt electrical wiring, mesh gate coverings/springs etc. may be obtained through the property manager.
- e. In order to maintain architectural conformity, all security doors and window screens must be gray, brown or black in color. Damaged window glass, screens and security doors are not permitted and must be maintained in good condition by the homeowner,
- f. Unnecessary climbing on the rooftops must be avoided
- g. Residents may not hang or mount cloths, towels, rugs, blankets, plywood, foil, cardboard, paper, sunscreen, plastic screens, fencing, wiring, or any other materials in or on windows, patio walls or gates. Appropriate blinds, draperies and/or shutters must cover Windows.
- h. Due to safety concerns and to insure conformity, decorative pots, planters, wind chimes, bird feeders and other such personal items are not allowed on patio walls, buildings or any exterior portion of the unit.
- i. Reasonable requests for approval of gate coverings to contain pets or children, mister systems, satellite dishes etc, may be approved by the Board of Directors following proper application,
- j. Christmas, Halloween and/or other appropriate holiday lights and displays may be reasonably displayed; Lights etc. are permitted by use of clip wall/roof hangers only. All displays must be entirely removed from the premises within ten (10) calendar days following date of holiday, Costs of repair for damage to any structure or portion of the common elements shall be the sole responsibility of the homeowner,
- k. Illegal use of firearms, weapons, etc. is not allowed.
- l. Due to fire hazard, incendiary or explosive devices (including, but not limited to fireworks, tiki torches etc.) are not permitted in common areas.
- m. Due to liability issues, residents are not allowed to trim or prune common area trees, bushes, etc.
- n. All household refuse (garbage) must be placed into a waterproof plastic bag and tied prior to placement in community receptacles pursuant to city ordinance.
- o. Air conditioning units are the responsibility of the homeowner including regular cleaning of the condensation pan. To prevent condensation runoff on the roof, condensation lines should be checked annually to insure they are properly attached and unclogged. Damage to the property or in the unit due to the air conditioning maintenance is the responsibility

of the homeowner.

- p. No door-to-door soliciting is allowed within the subdivision,
- q. Brush and bulky items will be collected during the week of the first Monday of each month when properly prepared and placed:
  - 1. Tree limbs, branches, trunks and stumps--must be cut to 4-foot lengths or shorter and be less than 19 inches in diameter.
  - 2. Grass, leaves, weeds, cactus, and hedge clippings--must be bagged and securely tied, or boxed.
  - 3. Palm fronds of any length—must be stacked neatly or bagged.
  - 4. Furniture and appliance that do not contain Freon. If you have an appliance that contains Freon (i.e. refrigerator / freezer) that you need to dispose of, call 480-858-2223 for white goods pick up and recycling. The City does NOT pick up asphalt, bricks, broken concrete, concrete blocks, dirt, rocks, roofing materials, railroad ties, paint, motor oil, or any other hazardous waste materials. You must properly dispose of these materials yourself.
  - 5. It is a city code violation for residents to place brush or bulky items at curb or in alley more than 10 days prior to the scheduled collection week.
  - 6. Landscapers or contractors must haul away all debris and materials. They are not allowed to place items in the alleyway, street or refuse container.
  - 7. Homeowners/Residents with business debris are not allowed to place items in the alleyway, street or refuse container.
- r. One storage unit is provided each individual unit and shall be for the homeowner's exclusive use. Maintenance of the storage units, including doors thereto, is the responsibility of the Association. Homeowners provide their own locks. Due to the high number of reported burglaries of storage rooms, homeowners are advised to install a dead-bolt lock together with a security cover over the strike plate.

## 11. SWIMMING POOL

Pool hours are 7:00 AM, until 10:00 PM. Sunday through Thursday and 7:00 AM until 12:00 AM. Fridays and Saturdays, Pool rules are posted in the pool area for the enjoyment and safety of all users. All persons entering or using the pool and/or pool facilities do so at own risk. Children 15 ~s. of age and younger are not permitted in pool area after 10:00 PM The following include some, but not all, pool rules:

- a. All residents and their guests must adhere to the posted pool rules & regulations. The pool area is for the exclusive use of condominium residents and a reasonable number of invited guests. No other person or persons are allowed in pool area.
- b. No alcohol, drugs, weapons, food, glass, vulgarity, violence or promiscuity is allowed in pool area.
- c. Climbing on or over fencing, on buildings or awnings is not allowed.

- d. Children under the age of sixteen (16) are not allowed in the pool area without the presence of an adult supervisor (over the age of eighteen). No lifeguard is on duty and residents and guests swim at their own risk. Residents are encouraged to maintain up most care and supervision of all minor children while in the pool area,
- e. The pool gate is to be closed and locked at all times, A key is provided to each unit owner, Replacement keys are available through the association at a cost of \$5 per key,
- f. Pool keys shall not be loaned to any person not a resident of this Association.
- g. No loud parties or noise is allowed in pool area.
- h. No pets are permitted in pool area.

## 12. PARKING

- a. Assigned parking spaces behind each quad building are for use of residents only.
- b. Each individual unit is assigned two (2) reserved parking spaces bounded in the front by a cement curb and on two sides by painted lines. Each parking space is limited to one (1) private motor vehicle or two (2) motorcycles. Motorcycles may be chained to one post immediately adjacent to the parking space. No motor vehicle may be parked in patio areas, between the cement parking curbs and the sidewalks, nor in the landscaping, nor behind or between other properly parked vehicles. For units located on the north side of Loma Vista and the south side of Concorda, motorcycles may be parked in the paved areas immediately behind the black trash dumpsters.
- c. Each quad building is assigned one (1) guest parking space. The use of this parking space is for guests of the residents of that specified quad unit. Guest parking is available on street,
- d. Recreational vehicles including, but not limited to, trailers, 3-wheelers, quads, boats, mobile homes, travel trailers, car haulers, campers, etc. shall not be parked under carport areas, upon any common areas of this association or within any patio area, All such vehicles are restricted to the storage (RV) lot in the northwest corner of the complex. Authorized guests of homeowner/resident may park guest vehicles, at no charge, within the Association's secured parking area at the owner's sole risk for a period not to exceed fourteen (14) days with prior approval of the Board of Directors which shall not be unreasonably withheld.
- e. Vehicles must be parked passenger side to curb on all streets within the community Tempe Police regularly cite violators of this city ordinance.
- f. Pursuant to Tempe City Ordinances no parking is permitted in designated driveways, alleyways or along perimeter walls. Vehicles may not be parked within thirty (30) feet of

any stop sign or within twenty (20) feet of the corner of any entrance or alleyway.

- g. Vehicles that are abandoned or represent eyesores to the community in the opinion of the Board of Directors are subject to towing at owner's expense after reasonable effort has been made to locate the vehicle owner. Evidence of abandonment may include vehicles not moved for prolonged time periods, broken windows/windshields, deflated tires, debris or pest accumulation, seriously out of date license or registration etc.
- h. Vehicle theft, automobile burglaries and vandalism are commonplace and regularly occur within the community. Residents are urged to maintain sufficient insurance and to keep all valuables within their vehicles out of view. The Association further recommends the use of a steering wheel club or foot pedal bar/club. Vehicle alarms are sometimes effective however the resident is required to adjust sensitivity of the alarm due to train/airplane noises etc. so as to insure non-disturbance of other residents
- i. All vehicles must be parked within designated parking lines under quad carport areas,
- j. Any vehicle parked or driven on any non-paved area of the common grounds may be towed, without notice, at the expense of the vehicle owner.
- k. Damage created by prolonged dripping of oil from vehicles and/or other chemical damage by vehicles parked in designated parking spaces shall be the responsibility of the homeowner. The Association shall cause repair to be made to any damaged area at homeowner expense.
- l. Metal pans and similar items utilized for the purpose of catching oil drippings or other fluids from vehicles parked in individual parking spaces are not allowed.
- m. Repairs of vehicles within Alameda Park are not allowed.

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### 13. VEHICLE STORAGE LOT

- a. The vehicle storage lot is reserved for the exclusive use of complex owners and residents,
- b. Storage of vehicles in the storage lot is governed by an annual rental agreement with the Association and by City Tempe Ordinance, Please contact property manager.
- c. Vehicles within the storage lot that are not covered by a signed rental agreement may be deemed abandoned and subject to towing and/or disposal as directed by the Association Board of Directors after reasonable effort has been made to notify the vehicle owner of infraction of regulation and in concurrence of applicable state and local law.
- d. Residents wishing to store vehicles in the RV storage lot must complete an annual rental agreement and pay an annual rental fee of one hundred dollars (\$100) prorated quarterly in first and last year,

- e. In the event any RV storage lot user loses a key, the Association may reasonably charge the user for replacement of the master lock and re-keying equal to the number of keys currently issued plus the number authorized for use by the Board of Directors, property manager, lawn service etc,
- f. RV vehicles in the storage lot are stored at owner's expense and at owner's risk The Association will not take responsibility for any damage, theft etc, Vehicle owners are strongly urged to maintain sufficient vehicle insurance including personal property insurance coverage.
- g. Any vehicle stored in the RV storage lot must be moved within fourteen (14) calendar days of the date residency at Alameda Park ceases unless extension is given by the Board of Directors. Such request for extension must be in writing and shall not be unreasonably withheld.

#### 14. DRIVING IN SUBDIVISION

- a. State and city traffic laws are in force on the streets of this subdivision, The speed limit within Alameda Park is twenty-five (25) M,P,H, on Loma Vista, Concorda, Maple and Dromedary,
- b. Loud music emulating from vehicles within the subdivision is not allowed, Driveways border bedroom windows and car stereo shall be turned down.
- c. The throwing of cans or debris from any vehicle while within the subdivision is not allowed.
- d. No motor vehicle may be operated within the subdivision that is not currently licensed or insured. No person may operate a motor vehicle within the subdivision without a valid driver's license.

#### 15. CHILDREN IN SUBDIVISION

- a. Homeowners/Parents are responsible for the conduct of all youths under age eighteen (18) who reside in a subdivision unit, Any damage caused by children will be billed to homeowner,
- b. The reckless operation of bicycles, tricycles, scooters, skateboards, roller blades, or other wheeled vehicles in courtyards, in breezeways, on gravel or on any common area is not allowed, Bicycles must be walked in breezeways and courtyards.
- c. APCA residents shall abide by the City of Tempe curfew laws.
- d. Children under age 16 are not permitted in pool area after 10:00 p.m. Teens ages 16 and 17 are not permitted in pool areas after 12:00 AM.

## 16. ANIMALS AND PETS IN THE SUBDIVISION

- a. Household pets may be kept in the subdivision as long as they are not bred or maintained commercially. Loose or stray pets may be reported to the Maricopa Comity Rabies Control Agency (Telephone 602-506-7387) and/or other appropriate city agency.
- b. Tempe Leash Law (City Ordinance No, 412.3A) is applicable to all dog owners in the subdivision. The ordinance states, in part, ‘No person owning, keeping, harboring or maintaining any dog shall allow the dog to be at large. A dog is deemed at large if he is not restrained by a leash, chain or rope of not more than six feet in length and of sufficient strength to control the actions of the dog’. Dogs within the subdivision are to be restrained at all times.
- c. Pet droppings contaminate groundwater, foul landscaping equipment, and cat waste (i.e., urination) devalue property and cause odor and render common areas of the property to become unusable, Pet owners are required by Tempe City Health Ordinance to carry upon their person appropriate equipment for immediate collection of pet droppings when in the common areas, on sidewalks, or in the streets,
- d. Tempe City Health Ordinances further mandate pet owners to promptly clean their respective patio units of all such droppings. The property manager makes weekly inspections of the premises and the Association Board of Directors strictly enforces this regulation.
- e. Pets, including dogs, which are determined by the Board of Directors to be nuisances and/or a danger to other residents or animals, will be reported to animal control.
- f. All pets must be confined to the interior of the individual unit and/or within the confines of the individual patio area, Alameda Park does not have facilities for exercising or housing large pets. Pet owners should recognize the unsuitability of Alameda Park for large pets.
- e. Pets, including dogs, which threaten service vendors, utility or delivery personnel and/or other residents, are not allowed,
- f. Excessive dog barking within individual premises and/or while on leash is not allowed.
- g. Any pet deemed by the association Board of Directors to pose a danger to the health and/or safety of any person within the subdivision or which repeatedly roams at large is not allowed.
- h. The owner is responsible for picking up pet droppings.

## 17. GARAGE/YARD SALES

- a. Community garage<sup>4</sup>ard sales are permitted on the first Saturday of April and the first

Saturday of October of each year between the hours of 7:00 an. and 3:00 PM

- b. Outdoor preparation for garage/yard sales may not commence prior to 7:00 AM, on the days specified and may not otherwise disturb other residents.
- c. Display of garage/yard sale items must be confined to interior of individual units, inside patio areas, under parking cover and/or on sidewalks.
- d. Homeowners are liable for all damage to common areas including, but not limited to, grass, water lines, sprinkler heads, wall damage etc.
- e. Participants are required to commence clean up and removal of all garage/yard sale items promptly at 3:00 p.m. on the dates specified. Clean up and restoration to pre-sale condition must be completed prior to 6:00 PM the same date,
- f. The use of reserved parking spaces of other residents is strictly not allowed,
- g. Garage/yard sales on any other date or at any other time are not allowed.

#### 18. ESTATE SALES

- a. Estate sales are defined as sales of personal properties and effects of the residents only.
- b. Estate sales by individual residents are permitted between the hours of 8:00 AM and 3:00 PM on Saturdays only and are confined to the interior of the individual unit and patio area.
- c. Participants are liable for all damage to common areas including, but not limited to, grass, water lines, sprinkler heads, wall damage etc.
- d. Participants are required to commence clean up and removal of all estate sale items promptly at 3:00 PM. on the dates specified. Clean up and restoration to pre-sale condition must be completed prior to 6:00 p.m. the same date.
- e. The use of reserved parking spaces of other residents is not allowed.

#### 19. VIOLATION PROCEDURES

Monetary penalties for violations of the Association's CC&Rs, Bylaws, and Rules and Regulations of the Association shall be imposed uniformly according to the procedures set forth as follows:

- a. First Notice. A written notice will be sent to homeowners at the mailing address as it appears on the records of the Association at the time of notice. The first notice shall be a violation letter with no fine imposed and shall give the owner 14 days to comply. The first notice shall include:

- 1) The nature and date of the violation,
  - 2) The date for correction of the violation, and
  - 3) A statement that a \$50 fine may be imposed for failure to correct the violation or for repeat violations of the same rule as determined by the Board.
- b. Second Notice. If the violation is not corrected within the time period specified in the first letter, a second notice will be sent. The second notice will include a statement that if non-compliance continues, an additional fine will be imposed.
- 1) The nature and date of the violation and the date of the first notice to the owner,
  - 2) The date for correction of the violation, and
  - 3) A statement that a \$100 fine will be imposed without further notice to the homeowner for failure to correct the violation by the stated deadline or for repeated violations of the same rule as determined by the Board.
- c. Third Notice. If the violation is not corrected within the given date or if the same violation reoccurs, a fine of \$100 will be sent with the third notice. The third notice shall include:
- 1) The nature and date of the violation and the dates of the first and second notice sent to the owners,
  - 2) A statement that a fine has been imposed, and
  - 3) A statement that corrective action could be taken at the discretion of the Board of Directors and at the homeowners' expense.
- d. The owner will be provided an opportunity to appeal the violation and the fine in the following manner:
- 1) The owner may appeal the fine in writing to the Board through the property manager's office within fourteen (14) calendar days following the date of the third notice
  - 2) Correspondence stating the appeal shall present reasons why the violation requires deviation from the CC&Rs, Bylaws, or Rules and Regulations,
  - 3) The appeal shall include all pertinent backup information to support the deviation.

## 20. FINES AND ASSESSMENTS

- a. A fine will be assessed in accordance with the attached fine schedule for an uncorrected violation of the same article of the CC&Rs, Bylaws, and/or Rules and Regulations of the

Association.

- b. Subsequent violations of the same rule occurring within a six (6) month period will be assessed a fine for each violation, (See attached fine schedule),
- c. The period for corrective action will in all cases be a minimum of fourteen (14) days~
- d. At any time the Board may exercise the option to pursue corrective action through legal means,
- e. Decisions by the Board are final and may not be further appealed.
- f. Improvements, alterations, repairs, excavations, or other work which may in any way alter the appearance of the property or the improvements there on including but without limitation, the exterior color scheme of any lot or other improvements) on a lot without written approval of the Architectural Control Committee shall result in a fine. (See Appendix for a list of fines.)
- g. Repair of damages to common area or building structures that are the responsibility of the Association caused by an owner, renter, occupant, or guest will be repaired at homeowner's expense and cost of the repairs will be assessed to the unit

## 21. ASSESSMENT AND FINE COLLECTION PROCEDURE

- a. Payments are due on first day of each month: The homeowner's assessment is due and payable to Alameda Park Condominium Association.
- b. 20 days after payment due date: A late fee of \$15 is automatically assessed on every account showing an assessment due. A late notice is sent advising that a late fee has been applied to the account
- b. 90 days after payment due date: A 10 day demand notice advising a lien will be filed on the property on the first day of the following month and small claims will be processed on the 15th day of the following month, if the amount due remains unpaid. Fees incurred for this notice will be added to the homeowner's delinquent account.
- c. 100 days after payment due date: If payment is not received at the property manager's office by this date, the Board approved lien fee plus any additional fees incurred will be added to the homeowner's delinquent account and a lien automatically filed.
- d. The Lien will remain against the property until such time as the account has been paid in full.
- e. 120 days after payment due date: If payment is not received at the property manager's office by this date, the Board approved small claims fee plus any additional fees incurred will be added to the homeowner's delinquent account and the small claims automatically

filed.

- f. Small claims Judgment: When a small claims judgment is received, all fees incurred in the collection of this delinquency will be charged to the delinquent owner's account, including, but not limited to, debtor's exam, garnishment of wages and/or assets such as bank accounts and if required, foreclosure.
- g. Returned checks: A \$25.00 charge will be assessed for returned checks.

22. VIDEOTAPING BOARD MEETINGS--Persons attending may tape record or videotape those portions of the meetings of the board of directors and meetings of the members that are open.

- a. The person intending to record the meeting must provide 24 hours advance notice to the community manager, President or any member of the Board of Directors of the intent to record the meeting in writing via e-mail or fax.
- b. The person recording the meeting must verbally indicate to the community manager, President or person running the meeting at the start of the meeting that he or she is going to record the meeting.
- c. The recording device must be visible to the board of directors at all times during the meeting while the device is recording.
- d. All videotaping must be on a tripod and must be located in the back of the room.
- e. Videotape tripods cannot obstruct the view of people attending the meeting.
- f. The Board of Directors shall have a right to receive a copy of the recording, at Association expense.
- g. All recording devices must run on batteries. The Association cannot guarantee that power will be available in the meeting space and power cords cannot create tripping hazards for other attendees at the meeting.
- h. No recording may be published in any way including, but not limited to, posting any recording to the Internet or any social networking or video or audio sharing website.

23. Placement of Solar Energy Device (SED)

- a. Definitions
  - 1. Solar Energy Device: Alameda Park Condominium Association ("APCA") adopts the definition set forth in A.R.S §44-1761 for a Solar Energy Device ("SED").
  - 2. Common area property ("CAP") is any property for which the APCA is primarily responsible for maintenance and upkeep including but not limited to: the roof of all units within the association, the roof of all covered parking structures, the roof of all storage shed units, the parking lot located at the north west corner of the

APCA property, the pool area including the structure contained within the fenced boundary of the pool area, and any other areas that have been designated common areas by the APCA rules, bylaws, or CC&Rs.

- b. A homeowner in APCA who wishes to install an SED may do so upon satisfaction of the following:
  1. Certifying that the power, heat or energy produced by the SED located within APCA is utilized primarily by the homeowner's condominium unit located within APCA.
  2. Submitting an architectural request to the APCA board of directors that provides:
    - (a) The proposed location of the SED.
    - (b) Architectural plans from a licensed contractor certifying the structural integrity of the proposed location of the SED to bear the weight of the SED.
  3. Executing a written common area use agreement with the APCA board of directors [or authorized agent thereof], drafted by competent legal counsel, to be recorded in the appropriate state filing office and containing the following covenants that shall run with the land:
    - (a) The homeowner's assumption of all installation and associated costs of the SED
    - (b) The homeowner's assumption of all upkeep and maintenance and associated costs therefore, for the SED
    - (c) The homeowner's assumption of liability for any and all damages caused by or resulting from the installation and/or placement of the SED on CAP.
    - (d) The homeowner's assumption of all removal and re-installation costs of any approved SED, the removal of which becomes necessary for access to the CAP under which the SED is installed, for the purpose of making normal or emergency repairs or replacements to the CAP.
    - (e) The homeowner's acknowledgment that the above conditions will be recorded in the appropriate state filing office, forever running with the land, the burdens of which shall be binding on all successors in interest to the homeowner's property, the benefits of which shall inure to the APCA board of directors and their successors in interest.
  4. Agreeing to hold harmless and indemnify the APCA and its board of directors for any and all damages caused by the improper installation of the SED including but not limited to miscalculation of load bearing potential of any surface upon which the SED is installed.
- c. All costs of installation, maintenance, upkeep of the SED and **compliance** with this rule, including but not limited to any filing fees, permits or contractor evaluations and attorney fees will be the sole responsibility of the homeowner who seeks approval under this rule.


## 24. Replacement of Front Doors

For the purpose of insuring continued architectural consistency within the Alameda Park neighborhood, and providing direction for unit owners within Alameda Park, the following front door replacement guidelines have been promulgated.

The replacement of any front door in the Alameda Park subdivision shall comply with the following guideline:

- a. Replacement door must be exact fit to existing door opening without the need for modification of any kind, with the exception of removal of old door frame and replacement with new frame of substantially similar style and size
- b. Replacement door must be of the same eight (8) panel style existing at the time of original build.
- c. Replacement door must be free of windows of any kind.
- d. Notwithstanding paragraph "b," a six (6) panel door conforming exactly to one of the two examples provided in exhibit "A" may be utilized upon approval of an architectural request submitted to the Alameda Park Condominium Association Board of Directors.
- e. Deviation from this guideline is a violation of the Alameda Park Condominium Association rules and as such, may result in fines to individual unit owner. Such fines are to recur until any non-conforming door is replaced with one in compliance with this rule.

These Alameda Park Condominium Association Rules and Regulations were revised, amended and approved by consent of the APCA Board of Directors in open session this 16<sup>th</sup> day of May, 2013.

  
George Pohlmann, Secretary

  
Charles R. Plake, President

