

COMMUNITY POLICIES

VILLAS at BLACK MOUNTAIN

INTRODUCTION

Condominium living means a group of people have agreed to reside together in a complex to provide them with common amenities. The Community Policies, in accordance with the Rancho Villas-Unit Two Condominium Owners Association Amended and Restated Declaration of Condominium and of Covenants, Conditions, and Restrictions ("CC&R's"), have been established in order to preserve the aesthetic appeal of our unique community with the goal of community safety and enhancing property values. It is the right of the Board of Directors of the Rancho Villas-Unit Two Condominium Owners Association dba Villas at Black Mountain (the "Association") to enforce the CC&R's (<https://www.villasofblackmountain.com/ccrs-rules>). It is the responsibility of each Owner to be aware of the current CC&R's and to keep his or her Unit in compliance.

Any capitalized terms not defined in these Community Policies shall have the same meaning as set forth in the CC&R's.

COMMON ELEMENTS DECORATION

Owners must submit an Architectural/Landscape Request Form ("Request Form") to the Board, and must obtain written approval of the Board **BEFORE** any modifications, changes, or decorations can be placed on common property immediately adjacent to the Owner's Unit. These items must have minimal impact on the Common Elements and compliment the surrounding landscape. The Request Form must include a picture of the items and/or a detailed drawing/description that accurately represents the decoration, change or modification. The Request Form can be found on our website at <https://www.villasofblackmountain.com/>

EXTERIOR CHANGES

Owners must submit a Request Form to the Board, and must obtain written approval of the Board **BEFORE** the commencement of any changes and or upgrades to the exterior of a Unit. These exterior changes include, but are not limited to, structural changes, painting, outside kitchens, permanent storage areas and installation of lights. The Request Form can be found on our website at <https://www.villasofblackmountain.com/>

EXTERIOR DOORS

BEFORE exterior door color can be changed and/or modified ALL OWNERS OF THE SAME QUAD MUST AGREE IN WRITING upon one of the approved colors obtained from the National Property Services website. (<https://npsphx.com/>) or current managing agent.

EXTERIOR LIGHTS

The Association supports the Town of Cave Creek and Maricopa County "Dark Sky" efforts. Therefore, use of permanent decorative exterior (hard-wired) lighting is PROHIBITED. Only temporary lighting such as, string lights, party lights, may be used for special occasions and holidays. These lights shall be removed immediately after the event and/or the holiday is over.

EXTERIOR SECURITY DOORS AND SCREENS

Owners must submit a Request Form to the Board and must obtain written approval by the Board **BEFORE** installation of security doors and sunscreens. Request Forms can be found on our website at <https://www.villasofblackmountain.com/>. The Request Form must include a picture of the door or screen, description or sample of color, and the contractor who will complete the installation. Colors must blend/match with the existing approved exterior door colors of that Quad.

GARAGE DOORS

Garage doors shall remain closed, except when opening the door to permit ingress and egress, for security and rodent infestation purposes.

GARBAGE AND RECYCLING COLLECTION

Weekly trash collection is included in the monthly Association assessment. Owners must store the approved garbage container in their garage and not on patios. Garbage containers shall be put out the night before collection and returned to the garage by the end of collection day. Recycling is available for Owner drop-off at the Maricopa County Recycling Center or weekly recycling pickup is available at Owners' expense (contact property manager for details).

HOLIDAY DECORATIONS

Holiday decorations shall be put up and taken down no earlier/later than 30 days before/after the holiday.

LANDSCAPING – Limited Common Elements

Owners shall maintain any landscaping inside their Limited Common Elements and keep it free of weeds. Owners must submit a Request Form to the Board, and must obtain written approval of the Board **BEFORE** installing any irrigation systems. Request Forms can be found on our website at <https://www.villasofblackmountain.com/>

LANDSCAPING – Common Elements

Residents MUST NOT trim any of the plants or trees and MUST NOT add any plants in the Common Elements. Suggestions for additional landscaping can be submitted to the Board and landscaping committee for consideration. Requests to have additional landscape maintenance can be requested through our property manager's website at <https://npsphx.com/>. Owners shall have the right to landscape the Limited Common Elements appurtenant to their respective Units without obtaining in each specific instance the prior approval of the Board so long as the landscaping undertaken in such Limited Common Elements does not create a harmful or unsafe condition.

LEASING

No Unit shall be leased for any purpose other than those uses allowed in Section 4.9 of the CC&R's. Leases and advertisements for leases shall be for a minimum term of thirty (30) days or more. No Owner may enter into any timeshare or other transaction that has the effect of a leasehold or rental transaction to circumvent the thirty (30) day requirement. A Unit Owner may only lease an entire Unit. Unit Owners are responsible for their Lessee's compliance with ALL RULES and REGULATIONS of the Association, including, but not limited to, these Community Policies. The Unit Owner **SHALL** notify the Association's property management company of the commencement date and the termination date of the lease as well as the names and contact information/cellphone of each Lessee or other person occupying the Unit during the terms of the lease.

For condominium Units that are rented it is imperative that all tenants and or renters be aware of all the Rules, Regulations, Covenants, Conditions and Restrictions. Any violations are the sole responsibility of the Owners of

record. Any fine/assessment will be levied against the Unit Owner. All tenants, and/or rental agents must be provided with a copy of these Community Policies. It is strongly suggested that these Community Policies be posted in a prominent place in your Unit for renters.

NUISANCES

No exterior speakers, horns, whistles, bells, or other sound devices, except security or other emergency devices used exclusively for security or emergency purposes, shall be located, used or placed on the Condominium except as approved by the Association. The volume of radios, TVs, stereos, musical instruments should not reasonably disturb neighboring Units. Rubbish or debris is not permitted to accumulate on the exterior of a Unit or in the Common Elements or Limited Common Elements. Activity that renders the property unsanitary, unsightly, offensive, or detrimental to any other property Owner, as determined in the sole discretion of the Board, is prohibited.

FLAGS

Nothing in the CC&R's or these Community Policies shall be construed to prohibit flags referenced in Arizona Revised Statutes Section 33-1261. The display of flags as referenced in Arizona Revised Statutes Section 33-1261 is restricted to the Limited Common Elements of the Owner's Unit and Owners must obtain prior written approval of the Board regarding the method of display as authorized by applicable law.

PARKING AND VEHICLES

1. The speed limit within the Association is 15-mph..
2. Vehicles that do not fit in the garage or any additional vehicles that do not have garage space are prohibited. In these cases, residents must plan for off-site parking or secure a garage space from another Owner. Any exceptions to this requires prior written approval of the Board of Directors.
3. Owners and residents may park in guest parking while loading and unloading so long as such parking does not exceed twenty-four consecutive hours within a thirty day period.
4. Vehicles of the guests of Owners that will be parked for more than one week (7 nights) must report this in writing to the Association's property management company. Those guests who continue beyond the seven (7) days are restricted to the same prohibitions as Owners in this rule. This applies to one guest vehicle; any additional vehicles require prior written approval of the Board through the Association's property management company.
5. Parking on the Association roads or passageways is not permitted by anyone except for temporary and emergency services or deliveries. In the case of violations, refer to Parking Violations section of the enforcement policy below.
6. Commercial vehicles, moving vans or vehicles, motor homes, trailers, and other oversized vehicles shall not

be parked anywhere without prior written approval of the Board of Directors.

7. No vehicles shall be washed on the streets or guest parking spots.

PETS AND ANIMALS (Reference Section 4.3 of the CC&R's)

1. Owners are allowed a maximum of two (2) household pets. Pets must be carried or on a leash, including cats, when they are being walked outside of the Owner's Unit. Owners must always maintain control of their pets. All pet litter and/or waste must be picked up immediately, placed in a secure container (i.e., plastic bag) and discarded inside an enclosed trash can for weekly pickup.

2. Barking dogs that become a nuisance may result in the revocation of the Owner's right to keep the pet on the Association grounds and/or the Owner's Unit.

3. Owners shall NOT provide open feeders for birds. Nuisance birds such as pigeons, as well as pack rats (which also attract rattlesnakes) feed on scattered birdseed and cause damage to walls, roofs, and patios. Only Hummingbird feeders or songbird/finch feeders that are designed to prevent birds such as pigeons from feeding and limit seed scattering are allowed.

4. Cats are not allowed to roam freely in the Common Elements.

5. Do not feed the Javelinas.

TERMITE INSPECTION

Owners MUST annually provide documentation of either a termite inspection completed in the current calendar year or documentation from a licensed termite inspection company that covers the Unit for multiple years. The documentation must be provided to the property management company by June 1 of each year.

ROOF CARE

Owners are responsible for the maintenance of their Unit's roof, including the scupper (drain).

SIGNS

Signs offering a Unit for sale, for rent or for lease must be in compliance with Arizona Revised Statutes Section 33-1261(C) and use of signs which are not commercially produced are prohibited. Owners are prohibited from placing signs on the Common Elements unless approved in writing by the Board.

POOL & SPA GUIDELINES

NO LIFEGUARD IS ON DUTY; RESIDENTS AND/OR GUESTS SWIM AT THEIR OWN RISK. SWIMMING ALONE IS NOT RECOMMENDED.

GUESTS MUST BE ACCOMPANIED BY A RESIDENT OR BE IN POSSESSION OF RESIDENT'S POOL KEY TO ENTER AND USE THE POOL AREA. PLEASE DO NOT LET ANYONE INTO THE POOL AREA WHO DOES NOT HAVE A KEY.

CHILDREN 14 YEARS OF AGE AND UNDER MUST BE ACCOMPANIED BY AN ADULT AT THE POOL AREA AT ALL TIMES (ADULT BEING A PERSON AGED 18 OR OLDER); DIAPERS ARE NOT PERMITTED IN THE POOL.

GLASS CONTAINERS AND BARBEQUE GRILLS ARE STRICTLY PROHIBITED.

NO DIVING, RUNNING OR HORSEPLAY.

NO LOUD MUSIC OR NOISE; THE POOL AREA IS A NOISE-FREE AREA AFTER 10 PM.

NO NON-POOL TOYS ALLOWED.

NO PETS ALLOWED (Maricopa County Health Code Rule)

GATES TO THE POOL AREA SHOULD REMAIN LOCKED AT ALL TIMES.

BATHROOM DOORS SHOULD REMAIN CLOSED AND LOCKED AT ALL TIMES.

PLEASE CLEAN UP AFTER YOURSELF AND REMOVE ANY AND ALL TRASH.

RETURN BACKS OF RECLINER POOL CHAIRS TO UPRIGHT POSITIONS.

RETURN RECLINER CHAIRS TO THEIR ORIGINAL LOCATIONS AND TABLE CHAIRS
BACK UNDER THE TABLE

RANCHO VILLAS-UNIT TWO CONDOMINIUM OWNERS ASSOCIATION

dba VILLAS AT BLACK MOUNTAIN

ENFORCEMENT POLICY

Pursuant to Arizona Revised Statutes Section 33-1242, after notice and an opportunity to be heard, the Association may impose reasonable monetary penalties on Unit Owners for violations of the CC&R's, Bylaws, and these Community Policies.

Please note that when an infraction is observed, a polite and neighborly reminder, person to person, is the fastest and easiest way to resolve the situation in most situations.

However, if a direct suggestion does not work, or if this is not feasible, a written and signed report of the violation should be reported to National Property Services. Website: <https://npsphx.com/> Phone (480) 443-5566. In serious or emergency cases a phoned or emailed report may be sent to the Association's property management company and a more detailed written report may follow.

The Board and property management company cannot respond to anonymous reports of violations. The name of the individual making the report will be kept confidential to the extent reasonably possible (unless it goes through legal proceedings and is mandated by those proceedings). If any further action is required, the Association's property management company will bring the matter before the Board of Directors for resolution.

There are two violation schedules; I. Policy violations and II. Parking violations.

I. Violations of policy, procedures, regulations and CC&R's:

The Association shall follow the following Fine Policy for all violations of the Association's Condominium Documents except for parking violations (as provided in Section II below).

Fine Policy

COURTESY NOTICE: A courtesy violation notice may be mailed to the Owner requesting compliance and does not include a fine. The Association is not obligated to send a courtesy notice.

FIRST NOTICE: A letter is sent notifying the Owner of the violation and the amount of time the Owner has to cure the violation, which is fourteen (14) days. The letter will include language that the Owner will be assessed a **\$25.00 FINE** if the violation is not cured in the time period set forth in the letter. This letter will also inform the Owner of the procedure to contest the violation.

SECOND NOTICE: If violation is not cured, or if the violation reoccurs within three (3) months of the initial notice, a second notice requesting compliance within fourteen (14) days will be mailed to the Owner. A **\$25.00 FINE** will be assessed with the second notice of violation if the violation is not cured within fourteen (14) days. The letter will also set forth that continued non-compliance will result in a **\$50.00 FINE** being applied to the Owner's account.

THIRD NOTICE: If violation reoccurs within a three (3) month time frame or still exists fourteen (14) days after the second notice of violation, a third notice requesting compliance will be mailed to the Owner assessing a **\$50.00 FINE**.

CONTINUING VIOLATIONS: If the violation continues without resolution after the third notice of violation, a **FINE of \$50.00** may be assessed **every fifteen (15) days** until the violation is resolved. In addition, the Board of Directors shall have the right to take legal action at any time.

NOTE: The Board of Directors retains the discretion to adopt supplemental Fine Policies and Schedules to address specific violations of the CC&R's and/or Community Policies. The fines set forth in any Supplemental Fine Schedule shall control over this Fine Policy with respect to all instances of the specific violations listed in the Supplemental Fine Schedule. If a particular violation is not enumerated in a Supplemental Fine Schedule, then the fine schedule set forth in this Policy shall apply.

This Fine Policy is intended to serve as a guideline for the Association. The Board of Directors retains the right and authority to vary from this Policy when, in its sole judgment, it determines that any such variance is appropriate. The decision by the Association to levy fines does not relieve the Owner from the obligation to correct the violations or comply with the Association's Condominium Documents. These enforcement procedures and the remedies set forth herein do not constitute an election of remedies by the Association, and the Association reserves the right to pursue all such remedies available at law and in equity at any point in the enforcement process. The Association shall have the right to enforce the Condominium Documents through any other

remedies available to the Association concurrently with the enforcement procedures set forth herein.

Fine Appeal Policy

When a violation notice is sent to an Owner, the notice includes a statement notifying the Owner that they have the "RIGHT TO APPEAL." When an Owner wants to appeal a violation, they must send the Association's property management company written notice that they are requesting an appeal of the violation. The following Fine Appeal Policy shall be following by the Association:

1. Appeals shall be received within ten (10) days of the date of the fine notification (violation letter).
2. Appeals shall demonstrate extenuating circumstances which require deviation from the Condominium Documents or basis upon which the Owner contends that no violation occurred, whichever applies.
3. Appeals shall include all pertinent backup information to support the existence of the extenuating circumstances of Owner's basis that no violation occurred, as applicable.
4. All decisions of the Board of Directors are final and may not be further appealed.
5. Any appeal that does not meet the above requirements shall be heard by the Board of Directors and shall be considered DENIED.
6. The Owner appealing the violation will be given written notice that the appeal is scheduled for hearing.
7. The appeal shall be heard in Executive Session.

8. The Board president will introduce all parties.
9. Lengthy discussions are not part of an appeal process.
10. The Owner who is appealing will be asked to state their case and present any documentation that is applicable.
11. Each Board member will have the opportunity to ask the Owner specific questions regarding the appeal.
12. Upon completion of the question and answer period, the Board president will state that the appeal has been heard and the Board of Directors will make its decision in closed session. Then, written notice will be given to the Owner of the Board's decision within seven (7) business days.

If the appeal is denied, the Owner must bring the violation into compliance within fourteen (14) days. If the violation still exists after fourteen (14) days, the Owner will be fined \$100.00 every fourteen (14) days until the violation is corrected. In addition, the Board of Directors may seek legal action to remedy the violation.

II. Parking Violations

In cases where vehicles are parked in "no parking" areas such as streets, guest parking areas (as designated on the parking map) or any other "no parking" areas, the following Parking Fine Policy shall be followed by the Association:

Parking Fine Policy

FIRST NOTICE: A letter is sent notifying the Owner of the violation and requesting immediate compliance. A **\$50.00 FINE** per violation for each day of unauthorized parking or storage will be assessed with the first notice and is due immediately (after notice and an opportunity to be heard is provided).

SECOND NOTICE: If the violation still exists after one (1) week of the first notice, a second notice requesting immediate compliance shall be mailed to the Owner. A **\$100.00 FINE** per violation for each day of unauthorized parking or storage will be assessed with the second notice and is due immediately.

THIRD NOTICE: If the violation still exists after one (1) week of the second notice, a third notice requesting immediate compliance shall be mailed to the Owner. A **\$200.00 FINE** per violation for each day of unauthorized parking or storage will be assessed with the third notice and is due immediately.

CONTINUING VIOLATIONS: If the violation continues without resolution ten (10) days after the date of the third notice, a **FINE of \$250.00** may be assessed **every day** until the violation is resolved. In addition, the Board of Directors shall have the right to remedy the violation and/or take legal action at any time, the cost of which shall be billed to the Owner and collected in the same manner as assessments.

This Parking Fine Policy is intended to serve as a guideline for the Association. The Board of Directors retains the right and authority to vary from this Parking Fine Policy when, in its sole judgment, it determines that any such variance is appropriate. The decision by the Association to levy fines does not relieve the Owner from the obligation to correct the violations or comply with the Association's Condominium Documents. These enforcement procedures and the remedies set forth herein do not constitute an election of remedies by the Association, and the Association reserves the right to pursue all such remedies available at law and in equity at any point in the enforcement process. The Association shall have the right to enforce the Condominium Documents through any other remedies available to the Association concurrently with the enforcement procedures set forth herein.

NOTE: This Parking Fine Policy applies to individual vehicles and each vehicle in violation will be treated independently.