

Sept, 3rd, 2019
 Last rev- Oct 3rd, 2018

Mountain Pines Estates Townhomes Association, Inc. Rules & Regulations

Amended and Restated Declaration of Covenants, Conditions, Restrictions (CC&R's) dated 11-1-16

are (16) pages long. This is a summary of rules from the Declaration and By-Laws that owners and

tenants should use. When you purchased your MPE home, you entered into a contractual agreement with the homeowner's association to abide by its covenants and to accept responsibilities addressed in those covenants. Those covenants include bylaws that empower the board to adopt and enforce rules they believe are necessary for better property values and living within the MPE HOA.

Reminder: These are Townhomes and all property outside of the "footprint" for each unit as shown on the Plats is common property and is not individually owned!

1) Architectural Control (CC&R 2.16 and 2.06)

a) ANY ADDITION OR ALTERATION TO A STRUCTURE MUST BE APPROVED BY THE ASSOCIATION. (CC&R 2.16) The work must be performed by a licensed and bonded contractor. The name of the contractor, contractor's license number, and proof of insurance and workman's compensation must be included. Homeowner must have immediate neighbors' written agreements to the proposed addition or change.

b) MAJOR PLANTINGS THAT AT SOME TIME MAY BE A BARRIER OR OBSTRUCTION MUST BE APPROVED. (CC&R 2.06) Yard ornaments are discouraged and require approval. Owners are responsible for the maintenance of flower beds, rock gardens, etc. planted around their unit (The Association may be required to dig additional drainage ditches, which may require removal or destruction of some plantings.)

c) NO grass.

d) All exterior colors must be consistent with the established decor. The Association has on file specific paint colors to be used.

e) No fences.

Requests for any change must be in writing, dated and submitted for approval. Drawings of the proposal (with dimensions) must be included. Sketches are okay for planting or minor changes. All

requests will be given to the Architectural Committee for review and approval.

2) The Association is not responsible for interior repairs and maintenance. Any interior damage caused by a leak of the roof or exterior will be looked at on a case by case basis.

3) Violations of Regulations (CC&R 2.07)

a) The Board may assess an owner fines for each violation of the Rules.

4) Late Payments of Assessments (including Dues) (CC&R 7.09)

- a) A payment shall be considered to be late if it is not paid by the date it is due.
- b) If an assessment is not paid when due, a \$240 late charge will be imposed on the delinquent homeowner.
- c) 18% per annum interest on the delinquent assessment will also be charged.

5) Emergency Access / Owner Contact

The owner is required to make certain that Frank Smith & Associates has a key to his/her unit. If this is not satisfactory, an alternative name or location of key must be given to Frank Smith & Associates. No exceptions. You may Contact Jim 928-369-4000 jim@resortaz.com

6) Unsightly Articles (CC&R 2.09)

- a) No unsightly articles may be permitted to remain if visible from neighboring property.
- b) No tents will be allowed on common grounds.

7) Signs: No signs of any kind except (CC&R 2.03):

- a) For Sale signs as approved by the Board.
- b) Signs required by legal proceedings.
- c) Political signs in accordance with AZ HOA laws.

8) Pets (CC&R 2.04)

- a) Limit of two pets per household unless specifically approved by the Board.
- b) Pets shall not be allowed to become a 'nuisance'. Upon written request by a unit owner, the Board shall determine whether an animal is recognized as a nuisance.
- c) Pets must be on leash when outside the unit. (Navajo County ordinance)
- d) Pet owners must pick up after their pets.

9) Water Shut Off

Winter Maintenance: Owners are responsible for any and all damage caused by failure to drain water pipes and fixtures in the winter. Water to the home must be shut off when gone for more than 48hours.

10) Chimney Cleaning

The Association highly recommends wood burning chimneys be inspected every two years. Individual owners are responsible for this fire safety action.

11) Snow Plowing

Snow Removal from homeowner's driveway will be arranged by Frank Smith & Associates when required. For non-permanent residents, it is the responsibility of the individual homeowner to notify Frank Smith & Associates at least 48 hours in advance of the need for snow removal from their driveway.

12) HOA Parking (CC&R 2.14)

- a) Vehicle Size Limitation: No vehicle having more than two axels or longer than twenty feet six inches may be parked on or adjacent to the streets of the Association at any time, except for moving vans and only for the time required for the move.
- b) Contractors and Service Trade Vehicles: Commercial vehicles of building contractors and service trades must be parked in the relevant homeowner's driveway(s) or designated guest parking areas at all times and only for the time needed for the requisite service and only between the hours of 7:00am and 6:00pm.

c) Homeowner Vehicles: All homeowner vehicles must at all times be parked in the owner's garage or driveway(s), except during the time when the homeowner's street is being repaired, replaced or seal coated and only for the duration of such repair, replacement or seal coating. Vehicles parked in other owner's driveways are subject to being towed.

d) Trailers, Campers, Boats, Etc.: No mobile home, travel trailer, ATV, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle shall be parked, kept, maintained, constructed, reconstructed or repaired on any part of the Association except in the garages of each Dwelling Unit.

e) Allowed Exceptions: Notwithstanding paragraph d above, such vehicles may be parked on or adjacent to the streets of the Association provided: (a) such parking does not block or impede access to any of the driveways and garages of any Dwelling Unit, and (b) such vehicle is not parked on or adjacent to the streets of the Association for more than three cumulative days in any 30-day period. Guest parking may be used when available.

f) Parking Violations will be handled in this order:

1st Violation - \$50.00 fine will be imposed to the owner of the unit.

2nd Violation – Vehicle will be towed at owner's expense. The Board has the right to tow, at the vehicle's owner's expense, any vehicle found to be in violation of Parking rules.

Expenses incurred by the Association in connection with towing a vehicle shall be paid by the vehicle owner to the Association upon demand. In the event the vehicle owner is not a Unit homeowner, e.g. – guest, visitor, tenant – and refuses to pay the Association the cost of towing, the Unit homeowner becomes responsible for that cost. The Association may at its sole discretion, warn the vehicle owner prior to towing if the parking infraction does not pose a danger, such as blocking a fire hydrant, preventing access by an emergency vehicle, or present a nuisance to another resident such as blocking access to a driveway.

13) Any vehicle blocking access to another unit's driveway will subject the responsible Homeowner to the fine referred to in 3 (a) above.

14) Loud music or "unreasonable noise" is not allowed that would be considered disruptive to immediate neighbors.

15) Open Flame Sources

Open fires (including charcoal barbecues and wood or charcoal burning smokers) and fireworks of any kind are strictly prohibited in any location within Mountain Pines Estates. Violators will be reported to the Navajo County Sheriff's department and may be subject to disciplinary proceedings before the Board of Directors.

16) Common Area Maintenance

a) The maintenance of the Common Area, including cinders, pine needles, weeds, etc. is the responsibility of the Association.

b) The maintenance, upkeep and removal of any natural pine and/or deciduous trees on the Common Area are the responsibility of the Association.

c) The maintenance, upkeep and removal of any conifer and/or deciduous trees, plants or flowers planted by a homeowner on the Common Area is the responsibility of the homeowner.

d) Any natural plants or trees that an owner wants left by the landscapers must be marked with a green ribbon.

17) Dog Runs

The maintenance and repair of any dog runs added to buildings (with previous approval of the Board) are the sole responsibility of the homeowner.

18) Door Maintenance

When an entry door on a Unit appears to need repair or refinishing, the Property Manager will inspect the door to determine:

- a) If the door can be refinished:
- b) If it is a stained door, the door will be re-stained and re-sealed.
- c) If it is a painted door, the door will be light sanded and re-painted.
- d) If the door must be replaced, the new door will be painted to match the building exterior.
- e) When a building is re-painted, the condition of the entry doors will be evaluated to determine if the doors need to be refinished or replaced.

19) Driveway/Walkway Maintenance

- a) The Association is responsible for maintaining the appearance and condition of the asphalted driveways in the development, coordinating that maintenance with the regularly scheduled major circle street asphaltting and re-sealing.
- b) Homeowners are responsible for any asphalt repairs or damage caused to driveways and walkways by the homeowner.
- c) Homeowners are responsible for the maintenance, repair, or replacement of walkways. The HOA will only return them to the original cinder composition. Any personal sitting areas are the sole responsibility of the owner and must be approved by the Board.
- d) The Association is responsible for maintaining the appearance and condition of cement aprons that are part of driveways.
- e) Homeowners are responsible for any repairs or damage caused to cement aprons by the homeowner.

20) Garage Doors

- a) Garage door panels will be painted by the Association when buildings are repainted.
- b) The Association is not responsible for repairs and maintenance to garage door panels due to homeowner abuse, neglect of proper maintenance and accidental damage.

21) Roof Maintenance

- a) The maintenance and repair of roofs are the responsibility of the Association.
- b) If, and only if, a structural defect in the original installation of a roof causes interior damage to a unit, then the Association will pay for repairs to the interior of the unit caused by such structural defect in the roof. Otherwise, all interior repairs and maintenance are the responsibility of the homeowners.
- c) Interior unit damage resulting from roof leaks caused by ice damming on the roof is the responsibility of the homeowner.

22) General Maintenance

The Exteriors of the Units are maintained by the Association, and the Interiors of the Units are the homeowners' responsibility.

Exteriors of the Units Defined:

The building structures (e.g. wood siding panels, wood trim, roofs and decks).

Additionally, anything outside the building structure is considered Common Area and is the responsibility of the Association.

Examples - stop-waste valves

- outside faucets

Interiors of the Units Defined:

Inside the building structures, including the drywall and beyond, is considered interior and is the responsibility of the homeowners.

Examples - floor coverings

- garage door motor drives, rollers, tracks, and belts

Note – Homeowner sprinkler systems are not the responsibility of the Association.

23) Rental Responsibilities

a) Each homeowner upon leasing or renting his Unit shall provide to the tenant a written copy of the Rules and Regulations at the time of execution of such lease or rental agreement.

b) Within that lease/rental agreement, it must be stated that the lessee or renter will abide by all Rules and Regulations of the Association.

c) Any homeowner leasing or renting their unit using a Property Management Company must provide a copy of the Rules and Regulations to the Property Management Company at the time of execution of such lease or rental agreement.

d) A copy of the lease and contact information for the renter must be provided to the HOA Management company.

24) Firewood Storage

For those homeowners having wood burning fireplaces, the storage of wood is required to be:

a) away from the building in an enclosed area approved by the Board and stacked in an orderly manor so as to not be unsightly to immediate neighbors; or

b) inside the homeowner's garage stacked in an orderly manor so as to not prevent vehicle entrance.

25) Assessment Collection Procedures

a) On or before December 1st of the preceding year, MPE HOA mails out Annual Dues Assessments for the next assessment year.

b) Annual Dues Assessments are due January 31st of the assessment year.

c) On February 1st of the assessment year, MPE HOA assesses Late Charges of \$240.00 and mails statements to all delinquent homeowners.

d) Beginning February 28th of the assessment year, MPE HOA assesses Finance Charges of 18% per annum from January 31st of the assessment year on all delinquent assessment balances and mails statements to all delinquent homeowners at each month-end.

e) On March 31st of the assessment year, the MPE HOA Treasurer contacts the MPE HOA collection attorney's office and requests that Demand Letters be mailed to all then delinquent homeowners.

f) The collection attorney will contact the Property Manager for current account ledgers for all delinquent homeowners and mail Demand Letters.

g) When the invoice is received from the collection attorney for costs incurred in researching and sending Demand Letters, MPE HOA invoices delinquent homeowners for the costs applicable to each unit.

- h) If any assessments are still not paid 30 days after the due date stated in the Demand Letters, the MPE HOA Treasurer requests the collection attorney to file Liens on the delinquent homeowners.
- i) The collection attorney will contact the Property Manager for current account ledgers for all delinquent homeowners, file Liens on the delinquent homeowners and mail Lien Notices to the delinquent homeowners.
- j) When the invoice is received from the collection attorney for costs incurred in filing the Liens and mailing the Lien Notices, MPE HOA invoices delinquent homeowners for the costs applicable to each unit.
- k) If any homeowner is still delinquent 30 days after the filing of a Lien, the MPE HOA Board will determine if a lawsuit should be filed against the delinquent homeowner(s).

26) HOA Fine Schedule

With the exception of parking, violations to the rules will be handled in the following manner:
1st violation – Owners will receive a written warning with a two-week period for correction. If the violation is not corrected within a two-week time frame, a \$50 fine will be assessed. The owner will be granted a hearing before the Board if requested.

2nd violation – or failure to correct the 1st violation within 48 hours of the 1st fine assessment, a \$100 fine will be assessed to the owner of the unit.

3rd violation – or failure to correct within 24 hours the 2nd violation, another \$100 fine will be assessed to the owner of the unit, followed by \$100 per day until the violation has been corrected.

Dispute resolution will be offered by the Board to owners before any fines are assessed.