

PARKE PLACE PHOENIX
HOMEOWNER'S ASSOCIATION

RULES AND REGULATIONS

AOPTED 10/15/1996

INTRODUCTION

Parke Place Phoenix is a community of 52 privately owned homes. It is important to each owner that the community maintains a high aesthetic value as well as a strong financial value. The purpose of these rules and regulations is to summarize and complement the Declaration of the Covenants, Conditions and Restrictions (CC&R's) which have been accepted by each homeowner and/or renter as a part of living in Parke Place Phoenix. Homeowners have been provided copies of the Covenants, Conditions and Restrictions and Bylaws of the Homeowners Association (these would have been provided through your Title Company when you purchased your home). We strongly recommend that you read both of these documents. The maintenance of all common areas is paid for by a quarterly fee. Therefore, it is to the advantage of all to see that they are cared for in a proper manner. If each member will respect the feelings and rights of the other members, we will achieve our goal of harmonious living.

ANIMALS, PETS [Section 10.21 page 20]

All pets (dogs, cats, etc.) may be kept provided they are not kept, bred or maintained for commercial purposes. The leash law is in effect in Phoenix and here at Parke Place Phoenix. You are not permitted to allow your pet to roam free regardless of the time of day or night. You are not permitted to chain your pet in any Common Area, including the front yard. Pets roaming free are subject to impoundment. Should your pet mess on a Common Area, you are responsible for immediate cleanup or you may be subject to a \$50.00 fine for each occurrence. Have proper cleanup provision with you. Take measures to ensure that your pet is secured properly, especially during your absence, as barking is annoying to neighbors. If a pet is found to be a continued nuisance, please forward complaints, as with all complaints, to the Parke Place Phoenix management company, as further measures may be taken.

No animals except two (2) domesticated dogs or cats or one (1) dog and (1) cat permanently confined indoors shall be maintained within the Property, and then only if kept as a pet. No animal of any kind shall be permitted which in the opinion of the Declarant makes an unreasonable amount of noise or odor or is a nuisance. In which event, the Owner having control of the animal shall be given a written notice to correct the problem, or if not corrected the Owner, upon written notice, will be required to dispose of the animal.

ASSOCIATION DUES (Assessments)

Association dues are currently \$437.60 a year, payable in quarterly installments of \$109.40 due January 1st, April 1st, July 1st, and October 1st. A late charge of \$15.00 or 10% of the delinquent account balance (including but not limited to dues, prior late charges, fees, etc), whichever is greater, will be assessed to any account when payment is due.

Checks or money orders should be made payable to Parke Place Phoenix HOA. To ensure proper credit to your account, include your Lot number on your check or money order. Payments should be mailed to the Association in care of the Management Company along with your payment coupon.

BASKETBALL HOOPS

- a. No permanent poles and/or fixtures should be erected or hung from any Lot. Portable and folding hoops with manufactured backboard and rim are acceptable.

- b. Storage of all basketball hoop and or equipment shall be in the garage, or in the backyard so as to not to be seen above the fence line or by neighboring lots and passing person's. (two story downward viewing excluded)

BUSINESS ACTIVITIES [Section 10.28 page 23]

An Owner or occupant may have a home office within a building on a Lot, provided that he or she first obtains written approval of the Board. Approval shall be continued upon the following restrictions:

- a. The business shall be carried on by a member or members of the family residing in the home.
- b. The business shall clearly be incidental and secondary to the use of the home as a residence and occupy no more than 25% OF THE USABLE AREA WITHIN THE HOME.
- c. No one other than the resident(s) of the home shall be employed in the business at the home.
- d. There is to be no exterior display, signs, storage or other indication of the home office or variation from the residential character of the home.
- e. The activity shall be limited to the hours of 7:00 AM to 9:00 PM.
- f. No offensive noise, vibration, smoke, dust, odors, heat or glare shall be produced.
- g. The street address of the home office shall not be included in any of-site signs, advertising of printed materials.
- h. The business shall comply in all respects with applicable laws, regulations and ordinances of the United States, State of Arizona, City of Phoenix and other applicable governmental entities.
- i. The Board may impose other restrictions or limitations as deemed appropriate by the Board.

CHEMICALS [Section 10.17 page 19] The Committee Board of Directors reserves the right to determine the use of chemicals on any Lot which could constitute a danger to the Community residents and others, and to prohibit their use. In addition, the Committee Board may prohibit pesticides or herbicides, usage from any Lot and Common Area.

COLLECTION POLICY / LATE FEES (Amended 09/17/2001) [Section 4.11 page 10]

~~The following collection procedure has been adopted by the Board of Directors. All fees, fines and assessments are due upon receipt. Charges to delinquent accounts are as follows:~~

15 days delinquent:	Reminder letter is sent	\$00.00
30 days delinquent:	Demand letter is sent	\$15.00 or 10%
	of amount owned which ever is the greater of the two	
45 days delinquent:	Pre lien letter is sent	\$50.00
	Request owner's explanation of delinquency	
60 or more days delinquent:	Lien is prepared and filed	\$100.00

~~All late fees charge to an account are in addition to the original assessments.~~

~~Parke Place Phoenix Homeowners Association is a non-profit organization and can not operate without money. Therefore, the collection policy has to be strictly enforced to maintain our community.~~

The Board of Directors has adopted the following collection procedure. All fees, fines, and assessments are due upon receipt. Charges to delinquent accounts are as follows:

15 days delinquent:	Reminder Letter is Sent	N/A
30 days delinquent:	Late Fee & Statement or 10% of amount owned which ever is the greater of the two	\$15.00
60 days delinquent:	Late Fee & Statement or 10% of amount owned which ever is the greater of the two	\$15.00
70 days delinquent:	Intent to Lien Letter is Sent	\$20.00
75 days delinquent:	File a Lien on Property	\$50.00 + 9.50
85 days delinquent:	File small Claims Court Petition	\$15.00
90 days delinquent:	Small Claims Court Proceedings	\$50.00 + 18.50
00 days delinquent:	Small Claims Court Judgment	\$00.00

All late fees are charged to the Owner's account in addition to the original assessments.

~~Parke Place Phoenix Homeowners Association is a non-profit organization and can not operate without money. Therefore, the collection policy has to be strictly enforced to maintain our community.~~

COMMUNICATIONS

All inquiries, recommendations or questions regarding Parke Place Phoenix by a resident shall be submitted in writing or by phone directly to the Management Company. All communication received by the Management Company will be forwarded to the Board for consideration and/or action as appropriate.

DAMAGE OR DESTRUCTION OF COMMON AREA IMPROVEMENTS [Article IX page 14]

The owner of each Lot shall be liable to the Association for all damages to the Common Areas or improvements thereon caused by such Owner or any guest or occupant of his Lot, to the extent allowable under the laws of the State of Arizona. Examples of improvements are: mailboxes, sidewalks, landscaping, etc. No bicycles riding in the grassy common areas. There is a wonderful park within two blocks of most homes. Children are not allowed to climb on trees, walls, or any elevated surfaces. Any unsafe activity is forbidden in any common area such as mailboxes, sidewalks, or green areas.

FINE POLICY (Amended 05/17/2005) [Section 10.9 page 18]

The purpose of these rules is to maintain the integrity of Parke Place Phoenix. Fines are necessary to keep our community looking the best it can. Our property Management Company representative randomly surveys the neighborhood looking for violations. Any and all violations of the CC&R's and the Rules and Regulations are subject to the following fine policy.

Upon detection of a violation, the homeowner is notified immediately and is expected to take care of the problem. A violation is subject to further notification and fines. All fines assessed are applied to the homeowners account and due upon receipt.

- a. The first notice is issued by the Board or its agent and serves as a warning only. The homeowner is requested to remedy the problem.
- b. A second notice for the same violation will result in a fine of \$25.00.
- c. A third notice for the same violation will results in a fine of \$50.00.
- d. A fourth notice for the same violation will result in a fine of \$100.00, at which time the homeowner is called to a special meeting with the Board.
- e. Any homeowner who continuously commits the same violation will be subject to a \$50.00 increase of the previous fine.

The procedure starts over if the same homeowner commits a different violation.

The Board encourages owners receiving warnings or fines to appear before the Board at any regularly scheduled meeting. This is to allow the Owner to present any special circumstances to the Board for review and possible deletion of the fines. Owners are responsible for all fines in addition to any and all costs involved with the repair of the damaged areas due to the violation.

After one year, Owners with fines levied shall have a clean slate if the fines have been paid in full and no additional violation notices have been issued.

Fine Policy (Amended 09/17/2001)

~~ATTENTION HOMEOWNERS: PLEASE ATTACH THIS SHEET TO YOUR COPY OF THE PARKE PLACE PHOENIX RULES AND REGULATIONS INITIALLY ADOPTED 10/15/96. THIS CHANGE FORMALLY ADOPTED 4/15/98 REFLECTS RECENT CHANGES TO THE PARKE PLACE PHOENIX FINING POLICY. THE AMENDMENT STRIKES EVERYTHING AFTER THE FIRST PARAGRAPH AND INSERTS THE FOLLOWING:~~

Step A:

~~The first notice is sent by the Board or its agent and serves as a warning only. The homeowner is requested to remedy the problem or a fine will be assessed. Based upon the violation, a time limit of up to 30 days is given for resolution and will be stated in the notice.~~

Step B:

~~The second notice for the same unremedied violation will result in a fine of \$25.00. Based on the violation, a time limit of up to 15 days is given for resolution and will be stated in the notice.~~

Step C:

~~The third notice for the same unremedied violation will result in an additional fine of \$25.00. Based on the violation, a time limit of up to 15 days is given for resolution and will be stated in the notice.~~

Step D:

~~The fourth and subsequent notice for the same unremedied violation will result in an additional fine of \$50.00. Based on the violation, a time limit of up to 15 days is given for resolution and will be stated in the fourth subsequent notice. The homeowner may be requested to attend the next regularly scheduled Board meeting following the fourth and subsequent notices.~~

Step E:

~~Once a violation is remedied, any homeowner who repeats the same violation within a six month period from the resolution date will be subject to having the respective fines doubled with the foregoing process to begin at Step B.~~

~~All notices pursuant to Steps B through E will be sent via certified mail, return receipt requested, and also by regular mail. In the event an unremedied violation must be remedied by the board, the homeowner will incur all expenses. Notwithstanding any other provision of this policy, in emergency situations, time limits and fines may be accelerated at the Board's discretion.~~

GARDEN HOSES (Amended 01/01/2007)

All garden hoses kept in the front yard area must be neatly coiled-up when not in use.)

HOMEOWNERS ASSOCIATION [Section 2.1 page 3] [Section 3.4 page 7]

By purchasing property in Parke Place Phoenix, you have become a member of the Homeowners Association. It is essential that, as residents, we understand the Association's powers, duties and limitations, as well as those of the homeowners, residents, and their guests. The Association's responsibilities include maintaining the common areas and exterior property walls, enforcing the CC&R's, Bylaws, and Rules and Regulations, and operating the Association in a financially accountable manner.

The CC&R's authorize the Board of Directors to develop Rules and Regulations to both summarize and clarify the CC&R's and Bylaws. Purchasing a home and accepting a deed to property in Parke Place Phoenix community obligates the owners and their tenants to abide by the CC&R's, Bylaws, and Rules and Regulations. The Rules and Regulations are not intended in any way to modify or waive the CC&R's and/or Bylaws. Copies of any of these documents are available through the Management Company. Please read these documents and retain copies of them for your records as they set forth rights, duties, and obligation of each owner.

LANDSCAPING MAINTENANCE BY OWNER [Section 10.7 page 17] The Lot whether granite or grass will be kept weed free, trees and shrubs shall be maintained, groomed and well-trimmed. Grass Lots are to adequately water to maintain a lush green appearance at all times. Grass Lots choosing not to plant winter grass, shall maintain the grass in a mowed and weed free manner at all times. Trim and restrain all trees, shrubs or plantings. No trees, shrubs or plantings of any kind will be permitted to hang over, or encroach any walkway, adjoining Lot or Common Area.

LIENS [Section 4.1 page 7]

Owning a home in a development with an Association has certain responsibilities. One of them being assessed dues, charges and sometimes fines. In the event a homeowner's account becomes sixty (60) or more days delinquent, the Association has the power to file a lien against their property. A lien may be imposed by filing and recording a notice in the office of the Maricopa County Recorder. A lien will remain in effect until all charges are paid in full, including the costs of imposing, serving, and removing the lien. If necessary, a lien shall be enforced by a suit brought on by the Board of Directors against the homeowner to foreclose on the lien or in any manner provided by law.

MAINTENANCE BY THE ASSOCIATION [Article VI page 13]

The Association shall maintain all the Common Areas, including the portion of the walls closest to the center of the Common Area and perimeter landscaping, drainage ways, walls and improvements therein, if any.

MEETINGS [Bylaws section 1 page 4]

Regular Board of Directors meetings are currently held every month ~~on the second Wednesday at 7:00 p.m.~~ at a place and time noted in the community newsletter. The first half-hour of the meeting will be open to the attending homeowners for discussion and suggestions. Special meetings may be called at any time by the President or by written request of the majority of the Board of Directors. However, there must be at least three days advance notice given. The Board sets the annual meeting for the Association. This meeting is usually held in July. Notification will be sent in advance as to the time and location.

NOISE [Section 10.20 page 20]

No power tools, speaker, horn, whistle, bell or other similar sound facility or equipment shall be permitted on any Lot which is capable of producing any sound in excess of sixty-five decibels measured at a point one hundred (100) feet from (a) the outside of any Improvement within which sound emanates or (b) the speaker or other similar sound facility or equipment from which sound emanates.

No activity shall be undertaken or permitted upon any Lot, which activity causes and sound whether intermittent, recurrent or continuous, in excess of forty-five (45) decibels measured at any point of the boundary line of said Lot.

Decibel measurements shall be the average of at least three (3) and at most five (5) decibel readings by a qualified engineer. In the event an Owner is in violation of this section, the cost of retaining the qualified engineer may be assessed against the Owner as a Remedial Assessment. The foregoing provisions of this section shall not; however, prohibit the installation or use of devices designed and used solely for security purposes.

OBNOXIOUS AND OFFENSIVE ACTIVITY [Section 10.10 page 18]

No obnoxious or offensive activity shall be carried on any Lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood or which may in any way interfere with the quiet enjoyment by each of the Owners of his respective Lot, or which shall in any way increase the premium rate of insurance.

PARKING RESTRICTIONS (Amended 02/19/2014) [Section 10.22 page 21]

~~No Owner shall do anything which in any manner prevent to streets and the Common Areas from at all times being free and clear of all obstructions and in a safe condition for vehicular use. So that the Association and Property may function in an orderly manner, it shall be the duty and obligation of every Owner on behalf of himself, his family, tenants, servants, guests and invitees to observe and enforce the parking restrictions. It shall further be the duty and obligation of the Board to observe and determine that parking restrictions are followed and enforced.~~

~~No owner shall permit any vehicle, bicycle or other object to be or remain parked on any street.~~

~~Guest parking on the street is permitted in limited situations but only when it becomes absolutely necessary. Guests may park on the street on a non-recurring basis during any consecutive 7-day period, only after the Owner has made every reasonable effort to avoid street parking. The Owner has the responsibility to make full use of both garage and driveway parking before allowing guests to park on the street.~~

~~No inoperative motor vehicles of any kind shall be stored or parked on any Lot of Common Area. Inoperative vehicle shall be as any motor vehicle, which does not have current license plates and/or is not in working order. No vehicle shall be permitted to remain in any manner, which could be construed as being neglected, abandoned or otherwise not in frequent use. This includes vehicles, which affect the aesthetics of the neighborhood; i.e. one with missing parts, (unless of course it was stripped the night before).~~

~~No motor homes, trailers, of any kind, boats, all terrain vehicles or other recreational means of transportation, commercial vehicles, except those used during construction of the Improvements, trucks, campers, whether attached or detached, shall be kept, placed, maintained, constructed, reconstructed or repaired on the Common Area or any driveway.~~

~~Those homeowners having out-of-town guests with campers or motor homes are requested to please notify the Homeowners Association of the time of arrival and departure so that misunderstandings do not occur. There is a limit of 14 days for out-of-town guests who park on the street.~~

~~In addition to the other enforcement provisions contained within the Declaration, the Board may have any offending vehicle upon the Property removed from the Property to a commercial storage lot after notice to the Owner, if reasonably possible, or after posting the vehicle for twenty four (24) hours with notice that the vehicle will be towed if it is not brought into compliance, if such notice or posting is consistent with safe practice. The recording of the Declaration shall be deemed to put every Owner, guests and invitee on notice of this provision as though the Common Areas were posted in accordance with applicable statues of the State of Arizona and ordinances of the City of Phoenix or its successor. Any car parked within a posted fire lane may be removed without notice.~~

~~(Amended 01/01/2007)~~

~~All or part of any vehicle parked on the landscaping (i.e. grass, granite) and not completely parked on the designated driveway will be considered a parking violation of the community's rules and regulations.~~

~~It shall be the duty and obligation of every Owner on behalf of himself, his family, tenants, servants, guests and invitees to observe and enforce the parking restrictions. The Owner has the responsibility to make full use of both the garage and driveway for motor vehicle parking before allowing street parking at any time. Guest parking on the street is permitted in limited situations but only when absolutely necessary after a total of four (4) operative motor vehicles (Cars, Pickup Trucks, SUV's, or the like) are parked in the garage and on the driveway.~~

~~No Owner shall do anything to prevent free and clear access to streets and the common areas. Street parking for hired contractors and commercial vehicles is permitted during daytime hours, but only for the period of time they are performing home service for an Owner.~~

~~No Owner shall permit inoperative motor vehicles of any kind to be stored on any street, lot, or common area. Inoperative vehicle shall be as any motor vehicle, which does not have current license plates and/or is not in working order. No vehicle shall be permitted to~~

remain in any manner, which could be construed as being neglected, abandoned, or otherwise not in use. This includes vehicles which affect the aesthetics of the neighborhood; i.e. one with missing parts or damage.

No Owner shall permit motor homes, trailers, boats, all-terrain vehicles, trucks, campers, whether attached or detached., be kept, placed, maintained, constructed, or repaired on any lot, street, or common area. Owners having guest with motor homes, trailers, boats or campers are required to ensure such vehicles are parked outside of the community.

While it is the obligation of every Owner to follow and carry out the parking restrictions, it is the duty and obligation of the Board to observe and determine that parking restrictions are followed and enforced.

In addition to other enforcement provisions contained within the Declaration, the Board may have any offending vehicle removed from the property to a commercial storage lot after a twenty-four (24) hour notice has been posted on the vehicle that the vehicle will be towed if it is not brought in to compliance. This Declaration gives notice to every Owner of this provision as though the common areas were posted in accordance with applicable statutes of the State of Arizona and ordinances of the City of Phoenix. Any vehicle parked within a posted fire land may be removed without notice.

PARTY WALLS AND SIMILAR STRUCTURES [Section V page 12]

General Rules of Law to Apply [Section 5.1 page 12]

Each wall, fence, driveway of similar structure built as a part of the original construction on the Lots which serve and/or separates two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this section, general rules of law regarding party walls and structures and liability for property damage due to negligence or willful acts or omissions apply hereto.

Sharing Repair and Maintenance [Section 5.2 page 12]

All Owners who make use of the party structure shall share the cost of reasonable repair and maintenance of such structure equally. Except, however those perimeter walls which surround the entire Property which shall be owned and maintained by the Owner of the adjacent Lot as to the half closest to the center of such Owner's Lot and the balance shall be owned and maintained by the Association.

Damage and Destruction [Section 5.3 page 12]

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure wall shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts of omissions.

Right to Contribution Runs with the Land [Section 5.4 page 13]

The right of an Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor-in-title.

POISONOUS PLANTS AND ALLERGENS [Section 10.18 page 20] The Committee Board of Directors reserves the right to determine the use of plants and landscaping on any Lot or Common Area which could constitute a danger to the Community residents and others

because of the poisonous nature of the plant or likelihood of allergic reactions caused by contact, ingestion of the plant, or airborne pollens. No prohibited plant shall be used on any Lot or Common Area.

POWER TOOLS AND OTHER EQUIPMENT [Section 10.10 page 18]

No power tool, communication equipment or other device shall be used on the Property which causes interference with cable TV reception and other electronic devices unless the prior written consent of the Architectural Review Committee has been obtained.

RENTALS AND LEASES [Section 14.5 page 31]

Tenants, like owners, are expected to observe all policies governing Parke Place Phoenix Owners are required to provide their tenants a copy of the CC&R's and Rules and Regulations. Any homeowner who does not occupy their property must provide the Association with the following:

- a. Name(s) of residents, including children.
- b. Home and work phone numbers of the residents.
- c. New address and phone number of the owner.
- d. Resident's signed form, stating that he/she received a copy of the CC&R's, and the Rules and Regulations and agrees to abide by all material covered in said documents.

Owners are directly responsible for the tenants. All fines and assessments will be billed to the owner. An owner has fifteen (15) days, from the first day of new occupancy, to notify, in writing, the Association with the above information. If an owner fails to do so, a \$25.00 fine will be assessed for every week of non-compliance.

SIGNS [Section 10.4 page 16]

No advertising signs (except one of not more than five (5) square feet "for rent" or "for sale" (per Lot), billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any residents.

Further, no business activities of any kind shall be conducted on any Lot or on any portion of the premises; provided the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the builder, its agents and assigns during the construction and sale period, and of the Association, its successors and assigns, in the furtherance of its powers and purposes, as herein set forth.

SPECIAL ASSESSMENTS [Section 4.5 page 9]

Our dues fund our homeowners association. In the event the Board needs to raise extra money to repair our common areas or generate extra operating capital, special assessments may be necessary. A notice will be sent out to all homeowners informing them of the situation. This issue will be addressed at the next regularly scheduled meeting. At that time, homeowners will be able to voice their opinion on the subject. The board of Directors will then vote on the motion to assess a specific amount of money. The sum would then be evenly divided among all owners and billed. The collection policy and late fees would apply.

TRASH CONTAINERS (Amended 01/01/2007)

- ~~a. Put trash containers on the street no earlier than 6:00 pm the day prior to trash pickup.~~
- ~~b. Remove all trash cans and excess debris by midnight trash pickup day. City debris pickup excluded.~~
- ~~c. Storage of all trash cans and/or debris shall be in the garage, screened by plants and or a gate, as not to be seen by or obnoxious to neighboring lots (two story downward viewing excluded) or to passing person's.~~

Trash and recycle containers are to be put out on the street no earlier than 6:00 PM the day prior to the scheduled pick-up day and removed by midnight of the pick-up day. Storage of these containers must to be placed in the garage or behind the back yard gate at all other times.

VOTING RIGHTS [Section 2.3 page 4]

The Associations shall consist of all Owners. Only one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall among themselves, determine their vote, but in no event shall more than one vote be cast with respect to any lot.

CONCLUSION

These rules and regulations have been carefully compiled with the purpose of protecting all homeowner's rights, rather than to persecute to anyone's freedoms. Insurance problems, medical reasons, city ordinances, Maricopa County codes and our CC&R's have all been, molded in order to insure just that. You may think one rule seems to target your personal activities, but you will find that several others may protest you of other personal activities that may invade your own rights.

We sincerely hope all residents make an effort to follow these rules, making Parke Place a harmonious community with a high standard of living, so we can together enjoy this great place we all decided to call home.

If you are unsure of policies or need help on any Association matters, feel free to call the Management Company.