

Rules & Regulations Common Element Restrictions & Enforcement Policy



Desert Breeze Villas
Condominiums

Introduction

The following Rules & Regulations and Common Element Restrictions are a supplement/summary to the Declaration of Covenants, Conditions and Restrictions for Desert Breeze Villas Condominium (the Declaration") and are not to be considered as the sole statement of regulations. The Board of Directors of the Desert Breeze Villas Condominium Association with the authority given by the CC&Rs has established these Rules & Regulations and Common Element Restrictions. These Rules remain effective until amended or rescinded by the Board of Directors. Although these rules have been created to coincide with the CC&Rs they do not cover every restriction in the CC&Rs, Bylaws and Article of Incorporation. Each owner will be responsible for becoming familiar with the Documents of Desert Breeze Villas and abiding by all restrictions, codes and covenants.

It is a REQUIREMENT that Homeowner's give a copy of these Rules to their tenant(s).

Whether you are a Homeowner or tenant, all persons living at Desert Breeze Villas Condominium must observe and abide by these Rules. For those residents with children, the compliance of children is just as vital. Residents will be held responsible for children residing in or visiting their home. Guests must also abide by these Rules and Owners will be responsible for their guests. The Board of Directors solicits your cooperation in keeping Desert Breeze Villas Condominium an attractive place to live and a community in which we all take pride. The policies set forth these Rules are designed as guidelines for good community relations and to protect the investment of the Homeowners.

(Amended July 22, 2014)

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Animals

Except as expressly permitted by this Section no animals, birds, reptiles, fish, fowl, poultry or livestock shall be maintained or kept in any Unit or on any other portion of the Condominium.

1. A maximum of two (2) Permitted Pets may be kept or maintained in a Unit if they are kept, bred or raised solely as domestic pets and not for commercial purposes.
2. A "Permitted Pet" shall mean a dog, cat, fish or small bird of a variety commonly kept as a household pet.
3. No pet shall be allowed to make an unreasonable amount of noise, cause an odor which is detectable outside the Unit, or be an annoyance to a person of ordinary sensibilities.
4. All dogs shall be kept on a leash when outside a Unit and all dogs shall be directly under control at all times.
5. Any dog waste shall be immediately removed from the common areas and properly disposed of.
6. Any damages caused by your pet or waste not properly removed and disposed of will be done by the association and the associated charges assessed to your account.
7. Any pet shall at all times be kept in a neat and clean condition.
8. No structure for the care, housing, confinement, or training of any pet shall be maintained on any portion of the Common Elements or in any Unit so as to be visible from the exterior of the Building or any other Unit.



The Board of Directors at its sole discretion may order for the removal of any pet with a 5 day written notice for any of the following reasons:

1. Any dog which the Board of Directors determines, in its sole discretion, is of a breed which has a propensity to attack persons or other animals or otherwise constitutes a threat to the safety of persons or other animals.
2. Any dog or other Permitted Pet which has bitten or attacked a person or other animal.
3. Any pet which because of incessant barking or other behavior constitutes an unreasonable annoyance or nuisance to any resident.

A \$250.00 fine will be imposed if a resident fails to remove a dog as ordered at the sole discretion of the board of directors. Further, if the resident continues to fail to remove the dog as requested, an additional fine of \$500.00 will be imposed, and the Association may bring a lawsuit against the owner in order to have the dog removed.

Clothes Drying Facilities

Exterior clotheslines or any other drying facility are not permitted if they are visible.

Common Walls

Each Owner who shares a Common Wall will both equally have the right to use that wall provided that the use does not interfere with the other owners use and enjoyment of the Common Wall.

Diseases and Insects

No owner will allow anything or any condition to exist upon any unit or other area, which will allow for breeding or harboring of diseases and insects.

Gym Facility Rules

1. No children under age 16 allowed in gym area without adult supervision.
2. Time limit per machine is 30 minutes if someone else is waiting.
3. Wipe off the equipment after use.
4. No food allowed. Only water allowed in room.

5. Please keep all audible devices at an appropriate volume with consideration to others in the room. Gym is open from 5:00 a.m. to 11:00 p.m. provided you have a FOB and noise is kept at a minimum after 10pm and before 7am.

Leasing

The minimum allowable lease term is seven (7) days. If you are leasing your unit for a period under 30 days you do not need to notify the association.

If your lease term is over thirty (30) days you must comply with the following.



1. Copy of lease must be giving to the management company within ten (10) days of the lease start date or change of tenant.
2. Tenant registration form must be giving to the management company within ten (10) days of the lease start date or change of tenant.
3. Compliance with “City of Phoenix, Crime Free Multi Housing Program.”
4. Signed copy of “Crime Free Addendum” must be given to the management company within ten (10) days of the lease start date. If tenant should change a new addendum must be signed and submitted.
5. Tenant must be given a copy of these rules.
6. All owners are to notify management of their Agents name, address and phone number if they have a management company maintaining their property.

Owners are always ultimately responsible for the tenant's and the tenant's guests behavior. The Owner is responsible for fees, fines, attorney costs, etc. that may be imposed or incurred due to tenant noncompliance with the Rules, Bylaws, or other Community Documents.

PHOENIX CRIME FREE MULTI-HOUSING PROGRAM

As of 2013, Desert Breeze HOA is a participating community with the Crime Free Multi-Housing Program administered by the Phoenix Police Department, All members voted to serve the Board of Directors must be willing to maintain the adherence to the Crime Free Program, which includes (but not limited to): certification of each board member and enforcement of all community Governing Documents including the Rules & Regulations identified with in this document.

Motorized Scooters

Motorized Scooters (not including medical scooters or wheelchairs), skateboards, go carts, or other similar motorized objects will not be used on any private street, sidewalk, courtyard or any other part of the community within Desert Breeze Villas.

Noise Control

After 10:00 p.m. and before 6:30 a.m., no loud noises or shouting shall be permitted in the Common Elements, including the pool area, etc. or in any unit that is an annoyance to others. If your neighbor is having a loud noisy party with stereo blaring or your neighbor has a dog that barks continuously or is disturbing you, call the police and report the disturbance. Then notify the Management Company as promptly as possible after the incident.

Outside Speakers and Amplifiers

No radio, stereo or other broadcast unit of any kind, amplifiers or loudspeakers of any kind shall be placed, allowed or maintained outside, or be directed to the outside of the unit without prior written approval and authorization of the Design Review Committee.

Parking and Garages

Each unit will have one parking space assigned specifically to it. Owners will not allow oil or other vehicle fluids to drip or contaminate the asphalt. If it is noted that your parking spot is having this issue, you will be

issued a notice to rectify. Failure to clean up the fluids will result in a \$50 non-refundable fine being assessed to your account as well as the associated cost to clean the damaged asphalt.

If someone is parked in your space, or is blocking your space, call the Management Company. Garages will need to be closed at all times expect for entering and exiting the garage. Garages will not be converted into any use (which includes but is not limited to recreation rooms and storage) which would prevent it use as a parking space for the number of vehicles it is designed to contain. No maintenance, repair, restoration or construction of any vehicle should be conducted in any garage

Garages will need to be kept in good condition at all times. Garage Door maintenance, repair or replacement of automatic or manual garage door opening and closing mechanisms are the sole responsibility of the Owner of each garage. Refer to Article 4.8 & 4.9 for more parking and vehicle restrictions.

Patios and Balconies

1. Must keep patios and balconies clean and free of litter, weeds and animal waste.
2. Wind chimes are not permitted
3. Rugs, towels, etc. cannot be hung on or over the walls.
4. Shades of any kind are not allowed on any exterior wall, window or patio cover.
5. No pots, plants or decorative accessories may be placed on any exterior balcony railing or patio wall.
6. Furnishings, umbrellas, pots & plants kept on any balcony or patio shall be of a neutral color harmonious to the color scheme of the exterior walls of the building and must be approved in writing by the Architectural Committee if the item extends over the wall or railing of the patio or balcony.
7. Not permitted to be used for storage
8. Outdoor furniture must not be unsightly.
9. Plastic furniture is not allowed.
10. City of Phoenix ordinance prohibits the use of barbecues on covered balconies or patios.

Pool Rules

1. No diving
2. Winter Pool Hours (Oct – Apr) 7AM to 11PM
3. Summer Pool Hours (May-Sept) 7AM to 11PM
4. No children under the age of 14 are allowed in the pool area without adult supervision.
5. Each resident is allowed to have up to two (2) guests in the pool areas at anytime. If you are planning an event where you'd like to invite more than two (2) guests, you must obtain board approval prior to the scheduled event. To obtain approval, please contact the management company 10 days before the scheduled event in order to request Board of Director permission.
6. Guests must be accompanied by the owner or tenant at all times.
7. Do not prop the gate open.
8. Pool FOB must accompany owner or tenant at the pool at all times.
9. Do not loan your FOB to another individual. If you do so, you will be responsible for the cost of re-programming the pool gate and resetting all existing FOBS.
10. Owners (and their tenants) who are delinquent in their payments to the Association will be suspended from using the amenities and electronically locked out. Your FOBS will be deactivated if the Owner is not in good standing with the Association.
11. No animals in pool or on the pool deck.
12. No food in pool. No glass of any kind (including soda and beer bottles) is allowed in the pool area.
13. Pool furniture must remain in the pool area.
14. The Police may be called for rule violations and/or other charges may be levied.
15. Any resident found to be in violation of any of the above pool rules will result in deactivation of your gate fob for a period of no less than thirty (30) days.



Seasonal Decorations

Exterior seasonal decorations are permitted, but must be removed within ten (10) days after a holiday.

Signs

The following signs are permitted without approval provided they adhere to the following guidelines:

1. For sale and lease signs
 - a. Not be any larger than the industry standard size sign of eighteen by twenty-four inches and on or in the unit owner's property.
2. Political signs shall be allowed on an association member's property
 - a. No earlier than 55 days before the day of an election and no later than 15 days after an election day.

Storage

Storage is not allowed in unassigned or assigned, covered or uncovered, parking areas, or in Common Elements under stairwells.

Street Parking

No vehicle of any kind, bicycle, basketball goal of any kind, motorized scooters or skateboards, etc. will be allowed to park in the streets, sidewalks or courtyards. Temporary street parking may be allowed for social gatherings or other permitted activities, however prior approval will need to be obtained from the Board of Directors. The Board of Directors has the obligation to observe, set and enforce parking restrictions.

Towing

The Board of Directors has the right to tow any vehicle that is in violation of the CC&Rs, Desert Breeze Villas Parking Rules and or any City or State parking ordinance. Vehicles that are tagged will have 72 hours to bring the vehicle that is "tagged" into compliance or it will be towed at the Owner's expense.



Trash Disposal & Dumpsters

Trash must be bagged and boxes broken down before being placed in the dumpster. Make sure the door to the dumpster is closed securely after each use. If a dumpster is full, please place your trash in another receptacle. Trash placed outside the dumpster will not be collected and the owner found in violation could face substantial fines. Hazardous material is not permitted. Any owner found to be leaving these items will be billed the entire amount for the proper pick up and disposal of the items.

Vacant Units

Any Owner, Lessee, or Occupant that leaves their Unit Unoccupied for more than seven (7) consecutive days shall turn off the water to all toilets and clothes washer in the unit.

The HOA also highly recommends that the water to all sinks also be shut off and that all water supply lines be replaced with steel braided lines.

Vehicles

If your vehicle violates one of the following it will be tagged with a 48 hour warning notice or MAY BE TOWED IMMEDIATELY.

1. Inoperable vehicles.
2. Taking up more than one (1) parking space (double parking).
3. Trailers, Campers, Boats.
4. Any recreational vehicles, vehicles exceeding one (1) ton, exceeding seven (7) feet in height or have a carrying capacity of more than ten (10) people.

5. Expired tags over 30 days.
6. No visible registration/license.
7. Vehicle cannot extend in length beyond the parking space divider lines.
8. Parking in fire lanes.
9. Parking in middle of roadways.
10. Parking along side of community entryway (excluding Association Contractors).
11. Parking in front of the clubhouse is not permitted unless you are parking in the designated handicap space and displaying the proper handicap sign on your vehicle.
12. Vehicles belonging to residents who no longer live within the community.
13. Parking is for Desert Breeze residents and their Guests only. A resident is defined as a person(s) who actively resides within a Desert Breeze unit for a period of no less than 7-days. Owners who have a tenant residing in their unit are not permitted to long term park and/or store owner vehicles on the property in unassigned parking stalls.

COMMON ELEMENT RESTRICTIONS

Deliveries/Pickups

Delivery personnel are not permitted to enter the community without Owner or Tenant authorization. The Association reserves the right to control and limit entry to the community by trades, delivery, and sales people. Donations to charities must be made at individual doors and not at the front entrance. Any donations left at the front entrance or in front of the Clubhouse will be disposed of and the Owner or tenant responsible will be charged for the clean up.

Emergency Access

As a private community we are required to provide full access for emergency vehicles. Therefore we require all vehicles be parked in parking spaces so that, in the event of an emergency, a large fire truck or other emergency vehicles may enter. Please park in your assigned parking garage and ask your guests to park in the visitor parking spaces. Vehicles parked illegally in fire lanes are subject to fines from the local police department, towing, and action by the Association.



Landscape Maintenance

Landscape maintenance at Desert Breeze Villas Condominium includes mowing, fertilization, trimming, raking and irrigation service to the Common Elements. Owners and tenants may not plant, repair irrigation or alter time clock for the irrigation systems in the Common Elements. If you see an irrigation problem, please contact the Management Company. Under no circumstances are vehicles or motorcycles permitted on the lawn or gravel areas.

Owners are not permitted to make any adjustments or alterations to the Common Elements irrigation system, including "tapping" into the irrigation lines for personal use.

Safety/Lighting

Community lighting is provided not only for appearance, but also for safety and security. Please report all burned out bulbs to the Management Company for replacement. Any unusual or suspicious activities should be reported to the Phoenix Police Department and then to the Management Company.

Desert Breeze Villas Condominiums
Violations & Appeals Policy

The following Violation Fines, Enforcement, & Appeals Policy shall be followed for the Desert Breeze Villas Condominiums

FIRST NOTICE: An initial written notice of the violation shall be mailed via regular mail to the owner requesting compliance within ten (10) business days – No fine will be assessed.

A \$100.00 FINE will be assessed if the violation is not corrected by the next inspection.

SECOND NOTICE: if violation still exists, a second written notice requesting compliance within ten (10) business days shall be mailed via regular mail to the owner and a \$50.00 fine is imposed.

A \$200.00 FINE will be assessed if the violation is not corrected by the next inspection.

THIRD NOTICE: If violation still exists, a third written notice requesting compliance within ten (10) business days shall be mailed via regular mail to the owner and a \$300.00 fine is imposed. A \$300.00 FINE will be assessed if the violation is not corrected by the next inspection.

CONTINUING VIOLATIONS: If the violation continues without resolution after the fourth written notice, a FINE of \$300.00 shall be assessed after every inspection until the violation is resolved, in addition, the Board shall have the right to remedy the violation and/or take legal action, the cost of which shall be billed to the owner and collected as allowed by Arizona Revised Statutes. After a violation has been corrected satisfactorily, any new occurrence of the same type violation within three (3) months of the last known occurrence shall be treated as a continuation of the original violation with fines assessed accordingly. A new occurrence of the same type violation more than three (3) months from the last known occurrence shall be treated as a new violation.

Violation Appeal Process

When a violation notice is sent to an owner, the notice includes a statement notifying the owner that they have the "RIGHT OF APPEAL". When an owner wants to appeal a violation, they must send the Management Company written notice that they are requesting an appeal of the violation.

- Appeals shall be received within ten (10) business days of the date of the fine notification (violation letter).
- Appeals shall demonstrate extenuating circumstances that require deviation from the CC&R's and/or Rules Regulations & Guidelines.
- Appeals shall include all pertinent backup information to support the existence of the extenuating circumstance.
- All decisions of the Board are final and may not be further appealed.
- Any appeal that does not meet the above requirements shall not be heard by the Board and shall be considered DENIED.
- The owner appealing the violation will be given written notice that the appeal is scheduled.
- The appeal shall be heard in Executive Session.
- Lengthy discussions are not a part of an appeal process.
- The owner who is appealing will be asked to state their case and present any documentation that is applicable.
- Upon completion of the question and answer period, the President will state that the appeal has been heard and the Board will make their decision in closed session. Then "Written Notice" will be given to the owner of the Board's decision within ten (10) working days.

If the appeal is denied, the owner must bring the violation into compliance within ten (10) business days. If the violation still exists after ten (10) business days, the owner will be fined \$200.00 every ten (10) business days until the violation is corrected. In addition, the Board of Directors may seek legal action to remedy the violation.

Desert Breeze Villas Condominiums Rental Requirements

The Desert Breeze Villas Condominiums has partnered with the Phoenix Police Department:

“CRIME FREE MULTI-HOUSING PROGRAM”



The purpose of this program is to ensure a safe and quality living environment for all residents of our community. ***This applies to all rentals contracts longer than 30 days in length.***

There are certain requirements that ALL residents of rental property must adhere to.

These requirements include:

1. No felonies for past 10 years.
2. No felonies involving murder, manslaughter, children or sex offenses, ever.
3. No misdemeanors involving drugs, gangs, weapons, theft, crimes against children, sex crimes, disorderly conduct, assault or any violent crimes within the last five (5) years.
4. Must sign the Crime Free Lease Addendum prior to receiving keys.
5. Must have a minimum of twenty five thousand dollars (\$25,000) in renters insurance naming the unit owner and Desert Breeze Villas as additional insured and loss payee, having provided proof of purchase of the same prior to receiving the keys.
6. No past evictions from rental property.
7. The occupancy standard is two (2) persons per bedroom; bedrooms designated by the floor plan as bedrooms.
8. Background Checks
9. Verification of Employment
10. Signing and complying with the CRIME FREE LEASE ADDENDUM

A signed copy of the crime free lease addendum must be submitted to the Desert Breeze Villas Condominiums within 10 days of the least start date to:

Desert Breeze Villas Condominiums
C/o Total Property Management
4020 N 20th St Suite 310
Phoenix, AZ 85016
Ph: 602-952-5581 Fax: 602-952-7265
Email: jparker@totalpm.com

The Desert Breeze Villas Home Owners Association (HOA) wishes to thank all of our residents for their support of this program as we implement this program for safety and well being of our community.

Crime Free Lease Addendum

Desert Breeze Villas Condominiums
10030 W. Indian School Rd Phoenix, AZ 85037

Unit # _____

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

Resident, any members of the resident's household or a guest or other persons affiliated with the resident:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802])
2. Shall not engage in any act intended to facilitate criminal activity
3. Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises
5. Shall not engage in any illegal activity, including prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 13-2308, threatening or intimidating as prohibited in A.R.S.13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non- compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Tenant Signature

Property Manager/Owner's Signature

Printed Name

Date

Printed Name

Date

**Desert Breeze Villas Condominiums
Tenant Registration Form**

- 1. This form must be submitted within 10 days of a new tenant moving in.
- 2. Owners are responsible for the timely registration of their tenants with the HOA as well as their actions and any fines for violations.
- 3. The HOA does not contact and / or manage tenants. All communication is sent to the owner who must inform Tenants of issues and violations.
- 4. Owners must provide the information required below and amend the information if it changes.
- 5. It is REQUIRED that Owners provide Tenants with all the Documents, Rules & Regulations and Policies of the Community and note that the information has been provided in their leases so as to best manage the lease and to provide quiet enjoyment of the community by all.

Required Information from Owner and Signature

Desert Breeze Villas Condominiums
10030 W. Indian School Rd Phoenix, AZ 85037

Unit # _____

Tenant(s): _____
Printed Name Printed Name

Tenant Phone# Tenant Email

Lease Start: _____ Lease End: _____

Submitted by: _____
Print Name Date

Owner Signature

This form can be mailed, faxed or e-mailed to the Management Company

Desert Breeze Villas Condominiums
C/o Total Property Management
4020 N 20th St Suite 310
Phoenix, AZ 85016
Ph: 602-952-5581 Fax: 602-952-7265
Email: jparker@totalpm.com

Desert Breeze Villas Condominium Association
Notification of Tenant Vacating Leased Unit

C/o Total Property Management
4020 N. 20th St, Suite # 310
Phoenix, AZ 85016
Office: (602) 952-5581 Fax: (602) 952-7265
Email: jparker@totalpm.com

To all owners:

If you are leasing your unit, it is required that you complete the below questionnaire immediately upon your tenant vacating the unit and return to Total Property Management. In doing so, you are helping to ensure that no unauthorized persons are continuing to gain access into the community after expiration of their lease agreement.

Name of Unit Owner: _____

Property Address: _____

Date Tenant vacated unit: _____

All keys & fobs returned to you? _____

Fob # (s): _____

Current Gate Code: _____

New 4-digit gate code: _____

Please mail, fax or email to the contact information listed above.

The Community appreciates your support!