

SUMMERFIELD UNIT 6 OWNERS' ASSOCIATION
RULES AND REGULATIONS

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SECTION 1
GENERAL PROVISIONS

AUTHORITY: The Rules and Regulations of the Summerfield Unit 6 Owners' Association are promulgated pursuant to the Covenants, Conditions, and Restrictions (hereafter "CC&Rs"), entitled, "Rules and Regulations and Monetary Penalties." See also By-Laws of the Corporation,

DISCLOSURE: The Summerfield Unit 6 Owners' Association Board of Directors (hereafter "board") has the exclusive right to enforce these Rules and Regulations. The board may adopt any new rules or amend any section of these Rules and Regulations with a majority vote of all board members.

PREMISE: Summerfield Unit 6 Owners' Association is a Condominium Development, and is designed to provide an enjoyable, uniform, and well-ordered residential atmosphere for its homeowners and tenants.

PURPOSE: These Rules and Regulations are designed to provide board-approved, enforceable guidelines to Scottsdale Belleview residents and a fair and equitable means of assuring a uniform and well-ordered environment.

APPLICABILITY: These Rules and Regulations apply to each homeowner, their families, guests and tenants, and their tenant's families and guests. Landlords are responsible for providing tenants with copies of the CC&Rs and these Rules and Regulations and must insure that their tenants acknowledge receipt of a copy of these Rules and Regulations at time of occupancy.

RECOURSE: Homeowners who are dissatisfied with any aspect of these Rules and Regulations may apply, in writing, to the board through its designated Management Company, citing their objections with specificity. The board will hear such objection(s) at the following monthly board meeting or a special meeting. The homeowner will be invited to attend. This process is not to be confused with the appeals process for levied fines.

SECTION 2
ENVIRONMENTAL CONCERNS

A. **DUMPSTERS:**

1. All trash deposited in the City of Scottsdale dumpsters must be contained, i.e., in plastic/paper bags or boxes.
2. Large heavy metal or wooden objects, (such as appliances, furniture, sinks, toilets, water heaters, cabinets, etc.) may not be deposited in the dumpsters nor placed beside the dumpsters. Residents are responsible for ensuring that contractors who replace such items dispose of them in sanitary landfills. If residents dispose of such items themselves, the items must be disposed of in a sanitary landfill.
3. No hazardous materials or toxic substances may be deposited into the dumpsters. This includes used automotive oils, pesticides, solvents, paint, batteries, and other similar trash.
4. Dumpster lids must be kept closed at all times before and after depositing trash. Residents are responsible for closing dumpster lids after depositing trash.

B. **LIGHTING:**

Residents shall not erect lighting that sheds bright, colored, or otherwise intrusive light into common areas or property of other residents. Holiday lighting and decoration displays erected specifically for a particular season should be removed within 20 days after the holiday.

C. **NOISE:**

No resident or guest may play any audio equipment or television loud enough to disturb other residents. Audio equipment means radios, stereo systems, musical instruments, or other sound duplication systems in residences and in vehicles within the community. Residents are responsible for keeping general noise to minimum levels so as not to disturb other residents.

D. **GARAGES:**

1. The interior of any garage is to be kept in a neat and clean condition at all times. Garage doors are to be kept closed at all times, except for the entry or exit of vehicles or persons.
2. Garages are for parking permitted vehicles and residential storage only and may not be converted for living, recreational or vocational activities.

3. All garage doors are to be opened and closed using an automated garage door opener of the type approved by the Board of Directors. Each Owner is responsible to maintain his garage door, garage, and garage opener in an operable condition at all times.
4. Each owner must maintain his garage so that one (1) vehicle can park in the garage and one (1) may be parked in the Driveway space at the same time.

E. VEHICLE REPAIR:

1. No vehicle shall be constructed, reconstructed, or repaired on the Condominium or any roadway or driveway therein or adjacent thereto except in a garage with the garage door closed.
2. No permitted vehicle shall make an unreasonable amount of noise or emit other than an ordinary amount of fumes.

F. WINDOW COVERINGS:

1. In no event will reflective material, such as foil, reflective screen or glass, mirrors, or similar items, paper, bed sheets or other temporary coverings be permitted on the inside or outside of any window or other structure within the Condominium.
2. No enclosures, drapes, blinds, screens, or other items affecting the exterior appearance of a unit or Limited Common Element be constructed, installed or maintained without prior consent of the Board of Directors.
3. The exterior facing portion of any interior window covering shall be white or cream in color.

G. SIGNS:

1. Signs are not permitted on any part of the Unit or Condominium, which is visible for neighboring properties, except signs required by legal proceedings.
2. The unit owner may have one street address identification sign by the front door and one at the patio gate, which must be approved by the Board of Directors, if changed from original sign provided by Declarant in the original construction.
3. A Unit owner may have one (1) "for sale" or "for lease" sign no larger than 16"x 24" hanging within an interior window.

SECTION 3
EXTERIOR CHANGES

- A. No building, improvements, alterations, repairs, rebuilding, excavation, grading, landscaping, or other activity which in any way temporarily or permanently alters the exterior appearance of any property, including the roofline, or any improvements located thereon shall be commenced, made or maintained without approval from the City of Scottsdale, where necessary, and the prior written approval of the Board of Directors.
- B. Any activity as described in paragraph A. above, which in any way alters the exterior appearance of any property and which is commenced, made, or maintained by a homeowner or tenant without the prior written approval of the Board of Directors must be modified to meet the Board of Directors requirements, or be removed if deemed necessary by the Board. In the event of removal, the property must be restored by the homeowner to its original condition at the sole expense of the homeowner.
- C. The Board of Directors may require the Unit Owner retain an architect or engineer, licensed in Arizona, to certify that the addition, alteration or improvement will not impair the structural integrity of any part of the Condominium. The Unit Owner may be responsible for any damage to other units or the Common Elements which are a result of the additions, alterations or improvements.

SECTION 4
ROOFS AND COMMON AREA

A. COMMON AREA:

1. Residents are responsible for assuring that contractors or trades people do not discharge waste or debris onto common areas. Homeowners will be responsible for any costs of clean-up.
2. Discharge of firearms, including pellet and B.B. guns, or other missile weapons is prohibited in Scottsdale Bellevue.
3. Homeowners and tenants may not plant any type of plant in the common areas, which includes any beds in the community.
4. No rubbish or debris of any kind can be placed or allowed to accumulate on any portion of the Condominium or Common Area, which may cause unsanitary, unsightly, offensive, or detrimental damage to the community or other Unit Owners at any time.
5. No exterior speakers, horns, whistles, bells, or other sound devices, except security or emergency devices, can be located on or in the Condominium.
6. No loud or noxious or offensive activity will be permitted in any part of the Unit, which may become an annoyance or nuisance to other persons or property within the community, which would interfere with the peaceful enjoyment of each Unit owner or it's occupants.
7. No use of items which are offensive by odor, flames, dust, smoke, noise, glare, heat, sound, vibration, radiation, or pollution shall be permitted in any part of the Condominium or Common Area.

B. SOLAR AND ANTENNAS, POLES, TOWERS, AND COLLECTION DEVICES:

1. No Solar collection or energy device or equipment, including solar water heaters, solar electrical generating units, solar ovens or cooking devices, may be placed or located on the roof, walls or any Limited Common area, if it is visible from any Neighboring Property.
2. No antenna, aerial, satellite dish or other device for the transmission or reception of television or radio (including amateur or ham radio) signals of any kind or any electromagnetic radiation (antennas), telescopes or other optical devices, will be allowed to be placed or located on any Unit, roof, walls or Limited Common Elements, if it will be visible from Neighboring Property, without advance written consent of the Board of Directors.

3. The antennas whose installation is protected under federal law or regulations will be approved by the Board of Directors if the antenna is designed to assure minimal visual intrusion and the antenna complies with the maximum extent feasible with out precluding reception of good quality.
4. The Board of Directors shall consider a written request from the Unit Owner on an expedited basis and shall strive to render a decision within seven (7) days, and no later than fourteen (14) days, from the date of the submitted application.
5. Dishes eighteen inches (18") in diameter or smaller must be screened and located in an area approved by the Board of Directors.

C. HEATING, VENTILATING AND AIR CONDITIONING UNITS:

1. No heating, ventilating, air conditioning or evaporative cooler shall be placed, constructed or maintained on a Unit, Limited Common Area or any part of the Condominium, including the roof, or wall unless the equipment installed is fully screened from view of adjacent Units by a parapet wall which conforms architecturally with the structure. All changes must have written approval of the Board of Directors.

SECTION 5
PARKING AND VEHICLES

A. VEHICLES AND PARKING:

1. Only private, non-commercial, passenger automobiles, sports utility vehicles, golf carts, motorcycles or pick up trucks under one (1) ton in carrying load or capacity are permitted at Scottsdale Bellevue, except for moving vans, delivery trucks, service vehicles or other similar vehicles, which are used for temporary services.
2. Contractor/Service Vehicles may park in residents' spaces or visitor parking.
3. Moving vans, loading or unloading, are limited to 12 hours at any one residence. They may not block adjacent residents' access to their assigned parking areas. They may not drive onto sidewalks or grass areas at any time.
4. Driving any vehicle upon or across sidewalks and grass malls is strictly prohibited.
5. Each Unit owner will have no more than two (2) parking spaces assigned or attached to his Unit.

B. MAINTENANCE/REPAIRS:

1. Major vehicle repair, mechanical or body, is prohibited within Scottsdale Bellview, except in a closed garage.
2. Any damage to a roadway or driveway or other improvement within the Condominium due to a Unit Owner, his family, guest, tenant, invitee, or other occupants vehicle, the Unit Owner will be assessed as a Special Assessment for any necessary repairs.

C. PARKING LIMITATIONS:

1. The speed limit in Scottsdale Bellevue driveways is 10 miles per hour.
2. Vehicles displaying "For Sale" signs are prohibited in the visitor parking area.
3. Guests may park in Guest Parking Spaces on a temporary basis and cannot exceed seventy-two (72) consecutive hours or seven (7) calendar days in any month.
4. No vehicle in non-working order may be parked within the community in an unenclosed area at any time.
5. The Board has the right to have any vehicle or other item of equipment towed away at the expense of the vehicle owner, if the vehicle or equipment is in violation of any parking rules. If the owner is a Unit Owner the Association will secure the amounts owed by securing an Assessment Lien for the amount owed.

SECTION 6
ANIMALS (PETS)

A. LIMITATIONS:

1. Weight: Weight of pet animals is limited to 50 pounds per animal.
2. Number:
 - a. Each resident is allowed a maximum of two (2) animals. Residents who own more than two animals, or whose animals are in excess of the 50 pound weight limit, as of the original printing of these Rules are excepted. Thereafter, the restriction will apply to said residents.
 - b. Number limitations shall not apply to small animals , (e.g., hamsters, birds, turtles, lizards, or fish) provided they are confined to the resident's house and/or patio, do not cause a noise concern, do not infringe on adjoining properties or common areas, and do not generate an odor or health/sanitation problem.
3. Type: Farm animals such as sheep, pigs, or chickens, are prohibited within Scottsdale Belleview. Venomous snakes, lizards, or otherwise dangerous animals are also prohibited.
4. Breeding: Breeding or whelping of animals for commercial or scientific purposes is strictly prohibited.

B. LEASH REQUIREMENTS

1. Animals must be on leashes at all times when in common areas and must be under the complete control of their owners. the leash length may not exceed six (6) feet.
2. Owners must prevent animals from damaging common area grounds and property and shall bear responsibility for the costs of repair for any such damage
3. Animals that are observed loose and uncontrolled in the common area will be reported to the Maricopa County Animal Control Services (Phone # 602-506-7387).

C. EXCREMENT:

1. Owners of animals must immediately clean up the excrement of their pets..

D. NOISE:

1. Owners of animals are responsible for insuring that their pets do not create a disturbance to neighboring residents. Frequent and/or continual barking, howling, wailing, or any similar noises made by animals is prohibited, and shall subject owners to fines.

SECTION 7
SWIMMING POOL

A. USE:

Only residents and their guests are allowed to use the swimming pool.

B. IDENTIFICATION:

Persons who cannot display a proper key tag with the residents' lot number attached will be asked to leave the pool. Improperly transferred or stolen keys shall be reported to the Pool Committee.

C. AGE LIMITS:

Children under sixteen (16) years of age must be accompanied by a parent, guardian, or adult companion, who is familiar with the pool rules.

D. CONDUCT:

Persons under the influence of drugs, alcohol, or other intoxicants, or persons who knowingly have an infectious disease transmittable by water may not use the pool. Running, diving, or any other excessive play that would endanger the safety and pleasure of other pool users are prohibited, as are the damaging of pool equipment and furniture. It is assumed that swimmers will use common sense etiquette regarding other swimmers in the pool area at any given time.

E. FOOD AND DRINK:

Food is permitted within the pool area, however the Unit Owner must clean the facility of all food and debris before leaving the area. Beverages are permitted, provided no glass beverage containers are used. Alcoholic beverages, drugs, or other intoxicants are prohibited. All refuse, including cigarette butts, must be deposited in the trash and ashtray containers provided.

F. POOL GATE:

The pool gate must be locked at all times. Pool users must not open the gate for anyone who is not a member of their household or their personal guests. Climbing over the pool gate or fences is prohibited.

G. HOURS:

Pool hours are from 7:00 A.M. to 12:00 midnight. The pool is closed and cannot be used from midnight to 7:00 A.M.

H. LIFEGUARD:

No lifeguard is on duty at the Scottsdale Belleview pool. Users enter the pool area at their own risk and must observe the rules posted at the pool, as well as these Rules and Regulations.

I. NOISE:

Noise at the pool that may disturb surrounding residents after 10:00 P.M. and before 8:00 A.M. is prohibited. Residents using the pool must insure that family and guests observe these and all other rules.

J. PARTIES:

Private pool parties are not permitted. The pool must be available for all residents and their guests at all times and cannot be restricted for private use.

K. ANIMALS:

Animals are not allowed inside the fenced pool area. Seeing eye/hearing dogs are excepted provided they do not enter the pool. Depositing aquatic animals or animals of any kind into the pool, temporarily or otherwise, is prohibited.

L. OILS:

Suntan oil application should be minimized, to preclude tile/filter residue accumulations resulting in costly maintenance.

M. POOL CLOTHING/ATTIRE:

Only swimming attire is permitted in the pool. Cutoffs and street clothing are prohibited. Hair pins should be removed before entering the pool. Infants and children not toilet-trained must wear plastic pants over diapers.

N. RESTROOMS:

The pool gate key will open this door. Residents should advise their children to use these facilities, and any children under 10 should be accompanied by a parent, guardian, or another adult.

O. SKIMMERS AND LADDERS:

Skimmers must not be tampered with. Ladders or railings must not be used for swinging, playing, or exercising.

P. TOYS:

Toys or objects with sharp edges which could cause injury are prohibited. In addition, toys or other items which are subject to disintegration are not allowed in the pool.

Q. VANDALISM:

Theft, damage to or submersion of deck chairs, chaises, tables, umbrellas, etc., is prohibited. Littering of pool or pool deck and furniture is prohibited. Tampering with skimmer covers or any portion of the pool equipment is prohibited. Serious incidents of such vandalism will be reported to the Scottsdale Police Department for investigation.

SECTION 8
MISCELLANEOUS

A. BUSINESS ACTIVITIES:

Use of any property within Scottsdale Belleview for commercial purposes is prohibited. Soliciting the general public for the purpose of for-profit business on a not-appointment basis, with frequent walk-in traffic, is prohibited.

B. HOUSING:

Fair Housing Acts: The Board of Directors supports applicable federal and state law prohibiting discrimination in housing because of an individual's race, color, religion, sex, national origin, handicap, or familial status. Homeowners are responsible for adhering to all provisions of such law when selling or leasing.

C. NEW RESIDENTS:

1. New Homeowners: Homeowners are responsible for contacting the Association's designated management company within 15 days after closing and must provide their names, addresses, and phone numbers to the management company.
2. Landlords – Homeowners: Landlords are responsible for contacting the Association's designated management company within 15 days after leasing and must provide their tenants' names, addresses, and phone numbers to the management company.
3. Sellers: Homeowners selling Scottsdale Belleview properties are responsible for providing contracted buyers with all Association documents, including these Rules and Regulations, and all other required information before the closing of the sale, providing that the title company has not already done so.

D. VANDALISM:

1. Theft, damage to, or defacing of any Scottsdale Belleview property in common areas or anywhere within Community is prohibited. Violators will be prosecuted. Where such prosecution results in conviction of any Association residents or persons living in the home, the costs of prosecution and repair of vandalized or stolen property shall be levied against the responsible homeowner.

E. WAIVER OF RULES:

1. The Board may temporarily waive any of the Rules and Regulations set forth herein due to special and compelling circumstances. Residents may petition the Board in writing

and in advance of the next regular board meeting for waiver of any Rule or Regulation for cause.