

ADERRA CONDOMINIUMS HOMEOWNERS ASSOCIATION COMMUNITY RULES

WELCOME TO ADERRA CONDOMINIUMS

INTRODUCTION

The following Community Rules (“Rules”) are a supplement to the Declaration of Condominium and of Covenants, Conditions and Restrictions for Aderra Condominiums (the “Declaration”) and are not to be considered as the sole statement of regulations.

The Rules have been established by the Board of Directors of Aderra Condominiums Homeowners Association (the “Board of Directors” and the “Association”). These Rules remain effective unless or until amended or rescinded by the Board of Directors.

It is the responsibility of each resident, whether a Homeowner or a tenant, to become familiar with these Rules and then abide by them. It is the Homeowner’s responsibility to give a copy of these Rules to their tenant(s).

In addition, a Homeowner selling his or her unit has the responsibility of providing the purchaser (new Homeowner) with a copy of these Rules in addition to the Declaration and all other relevant Association documents.

Whether you are a Homeowner or tenant, all persons living at Aderra Condominiums 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.

The Board of Directors solicits your cooperation in keeping Aderra Condominiums an attractive place to live and a community in which we all take pride.

The policies set forth or reflected in these Rules are designed as guidelines for good community relations and to protect the investment of the Homeowners.

INFORMATION

Board of Directors

The Board of Directors of the Association is comprised of a minimum of three members and a maximum of seven members, elected at the Annual Meeting. The current Board of Directors is currently comprised of two representatives of the Declarant of Aderra Condominiums. Control of the Board of Directors will be turned over to the Homeowners on the earlier of the date that is 90 days after 75% of the units have been transferred from the Declarant to the homeowners or 4 years from the date units have ceased being offered for sale by the Declarant.

Annual Meeting

The Annual Homeowners Meeting is held in February of each year, commencing after the control of the Board has been turned over to the Homeowners. Meeting notices will be mailed to each Homeowner in accordance with the Bylaws. Proxies will also be provided if a Homeowner is unable to attend but would like to vote.

Insurance

The Association carries a blanket insurance policy. The policy carrier is subject to change each year. Please check with the Declarant or the Management Company if you have questions pertaining to Association insurance.

Property insurance is carried on the Common Elements and units. **Homeowners must carry his/her own insurance for the interior of the unit and for the contents of that unit and for any non-structural improvements added by the Homeowner.** The Association also carries Director and Officer coverage for Board members and Comprehensive General Liability insurance.

MONTHLY FEES

A monthly fee is charged to each Homeowner to provide funds for those items shown on the budget, which include maintenance of all common elements, maintenance of the parking garages, maintenance of the elevators, pool and spa maintenance, clubhouse and fitness center maintenance, landscaping, pest control service for Common Elements, termite warranty, property and liability insurance, maintenance of the exterior of the buildings and roofs, natural gas for units & common areas, and basic cable TV service. The initial monthly fee is \$220.00.

Payments are due on the first of each month, and a late fee will automatically be added to any delinquent payment received after the fifteenth day of the month. Late fees are set by the Board of Directors and are subject to change.

VIOLATIONS & FINES

If a Homeowner or tenant is in violation of any of the Rules or other Condominium Documents, the Homeowner will be held responsible and receive warnings and fines, as follows:

Warning #1:

Warning #1 states the Homeowner will have a period of fourteen (14) days to correct the infraction and shall advise the Homeowner of his right to a hearing before the Board.

Warning #2 (Issued 14 days after Warning #1, if required)

Warning #2 states that a \$50.00 fine (or other fine as determined by the Board) has been levied. Warning #2 also states that the Homeowner will have an additional period of fourteen (14) days to correct the infraction unless a hearing is requested and that, if the violation is not corrected within fourteen (14) days, or a hearing requested, the fine will increase to \$100.00 (or other amount as determined by the Board) and the Association will place a lien on the Unit for the amount of the unpaid fine.

Final Warning and Notice of Lien (Issued 14 days after Warning #3, if required)

The Final Warning and Notice of Lien states that the Homeowner has not corrected the violation, nor requested a hearing and that a \$100.00 fine (or other amount as determined by the Board) has been levied. If the fine is not paid within 30 days after this final notice, the Homeowner will have a lien placed on his/her unit.

POOL RULES

POOL HOURS 6:30AM - 10:00PM

1. The gate at the pool area **MUST BE CLOSED AND LOCKED** at all times.
2. Children under fourteen (14) years of age are not allowed in the pool area without adult supervision. This rule is strictly enforced.
3. Pool key must accompany Homeowner or tenant at the pool at all times.
4. Do not duplicate your key, or loan or make a new key for another individual. If you do so, you will be responsible for the cost of re-keying the pool gate and providing new keys to all residents to prohibit the use of the pool by unauthorized individuals.
5. Homeowners (and their tenants) who are delinquent in their payments to the Association are denied the use of the pool facility. Pool privileges will be suspended and a demand made for the return of the pool key if the Homeowner is not in good standing with the Association.
6. There is a **\$25.00 replacement fee** for lost pool keys.
7. No glass of any kind (including soda and beer bottles) is allowed in the pool area.
8. Absolutely no pets are allowed in the pool area (other than assistance dogs).
9. No diving in the pool.
10. Pool furniture must remain in pool area.
11. Guests must be accompanied by the Homeowner or tenant.
12. No suntan oil allowed in the pool.
13. Swim attire must be worn in the pool. Cut-offs and street clothes are not permitted.
14. Do not plug radios or any other appliance into electrical outlets at the pool.

CLUBHOUSE & RELATED FACILITIES

Clubhouse Reservations

The Clubhouse will be available to Homeowners and tenants for private functions for a nominal fee to cover cleaning (if required) and insurance, and payment of a \$200.00 security deposit to cover any damage. Reservations of the Clubhouse can be made by calling the Management Company. The Management Company may establish limits on hours of functions and number of attendees.

Fitness Room

The fitness room is available to homeowners and tenants on a “first-come, first-served” basis from 6:30 a.m. to 10:00 p.m., 7 days a week. Please follow the instructions for use of the equipment and courtesy guidelines displayed in the fitness room. If you notice any problems with the equipment, please notify the Management Company.

COMMUNITY RULES

Advertising Signs

No "For Sale" or "For Rent" signs, or other advertising signs of any kind, are permitted anywhere within the community, or inside the units visible from the exterior, except for the Declarant's signs as set out in the Declaration.

Antennas and Satellite Dishes

Homeowners are permitted to place a "dish" antenna that is eighteen inches (18") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service on their patios or balconies. No other locations are permitted.

No devices of any type may be affixed to the patio railings or balcony walls, or to the roof or the ceilings or overhangs of the balconies or patios.

Homeowners installing the above devices are responsible for meeting electrical code requirements to properly ground the antenna dish and installation requirements to properly secure the antenna dish.

BBQ Areas

Areas are available throughout the community on a first-come, first-serve basis. Please clean up after yourselves.

Clotheslines

Exterior clotheslines are not permitted. Clothes, towels, etc. cannot be hung over balconies or patio walls to dry.

Common Elements Restrictions

No live or silk potted plants and decorative trees, flowers etc. are allowed at the front entrance to units. Any items placed outside of units may be removed and disposed of by the Declarant or the Management Company.

Deliveries/Pickups

Delivery personnel are not permitted to enter the community without Homeowner 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 Homeowner or tenant responsible will be charged for the clean up.

Exterior Changes

Exterior changes are not permitted. The purpose of this restriction is to maintain the architectural integrity of the community. Exterior change violations will be noted by the Management Company and the Board will request, in writing, that the Homeowner remedy such violation. If the violation is not remedied within fourteen (14) days, the Management Company will be notified to remedy the violation, and the Homeowner will be billed for the remedial costs and be subject to fines established in the section entitled "VIOLATIONS & FINES".

Fire

IF AN UNCONTROLLABLE FIRE STARTS IN A UNIT:

1. Leave your unit immediately and close the door behind you.
2. Use the closest exit or stairway.
3. Immediately call 911 from an area that is free from the danger of the fire. Describe the floor and unit number as well as the street address and what you have observed. Don't assume that anyone else has already called.
4. Stay calm!

Fire Extinguisher

The Fire Department can recommend the fire extinguisher equipment to be purchased for your condominium unit. It is recommended that each Homeowner have at least one fire extinguisher.

For personal fire safety, a family fire emergency plan may be the best investment you can make: (1) review these guidelines; (2) know your exit routes; (3) have a family fire drill from time to time.

Flammable Materials

Fire department regulations stipulate that explosive and flammable materials cannot be stored in residential units, common elements, or parking garages. These materials include paint, paint thinner, and gasoline. For your own protection and safety, it is requested that violations observed be reported to the Management Company immediately.

Flooring

The installation of hard flooring (tiles, hardwood, vinyl, etc in those areas where hard flooring was not the Developer's standard or optional specification (entries, bathroom, kitchens and laundry rooms), must be approved by the Board or, if established, the Architectural Committee.

Garage Parking Stalls

Garage Parking Stalls are not to be used for storage or to be utilized as a workshop for personal or business purposes. Any items left in garage parking stalls, including bike racks, spare tires, and miscellaneous household or motor vehicle items will be subject to removal and disposal by the Management Company or the Declarant.

Gates

Aderra is a gated community. Any damages to the gate or its structure caused by negligence of the Homeowner, Tenant or the guests of either will be charged back to the Homeowner. Guests are allowed access only after phoning the homeowner from the gate keypad at which time the homeowner will grant access.

Improvements – Non- Structural

Any Homeowner may make non-structural additions, alterations and improvements within his unit, without the prior written approval of the Board. Non-structural items include adding or changing wall coverings and floor coverings. (Subject to the terms and conditions set forth above and in the CC&R's). In undertaking any non-structural work, the Unit Homeowner must abide by the following rules:

1. No noise audible in adjoining units will be made as a result of the work except between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday.
2. No subcontractors are permitted to park in any areas of the Community, except unassigned parking spaces at grade level. Parking along the curbs, or in roadways is strictly prohibited.

Homeowners are responsible for any costs incurred by any other Unit Homeowners or the Association as a result of the work, including the costs of repairing damage, towing costs, or any costs incurred by inconvenience due to noise, odors or traffic.

Improvements - Structural

Pursuant to Article 4.3 of the Declaration, no person shall make any structural additions, alterations or improvements within a Unit without Board Approval. Structural items include any work that affects, in any way, any Common, or Limited Common Elements, such as –

1. Adding, removing or altering any interior demising walls.
2. Adding, removing or altering any interior or exterior windows or doors.
3. Adding, removing or altering any plumbing fixture.
4. Adding, removing or altering any electrical outlet.
5. Adding hard surface flooring (tiles, hardwoods, etc.) in areas where the Declarant had originally provided carpet.

The Board of Directors may, in its sole and absolute discretion, determine whether or not an item is of a structural or non-structural nature. Request for approval for structural changes must be submitted to the Board in writing including details of the work to be done, drawings if appropriate, names and addresses of subcontractors to perform the work including a copy of their insurance certificate, and the dates when the work is scheduled.

Landscape Maintenance

Landscape maintenance at Aderra Condominiums includes mowing, fertilization, trimming, raking and irrigation service to the Common Elements. Homeowners and tenants may not plant in the Common Elements, and may not remove, trim, or otherwise alter any common area tree, bush, shrub or flower or other landscaping item.

Under no circumstances are vehicles or motorcycles permitted on the landscaped areas. Further, Homeowners or tenants may not modify any irrigation system or adjust irrigation time clocks. If you see an irrigation problem, please contact the Management Company.

Homeowners are not permitted to make any adjustments or alterations to the Common Elements irrigation system, including "tapping" into the irrigation lines for personal use. "Tap-ins" will be immediately removed by the Declarant or Management Company and the Homeowner will be levied a minimum fine of \$50.

Leasing Rules & Tenant Information

No Homeowner shall permit his unit to be used for transient or hotel purposes, nor shall any Homeowner enter into a lease for less than the entire unit. "Lease" shall be defined as any occupancy of a unit by any person other than the Homeowner of the unit or the Homeowner's immediate family members, whether or not any consideration is exchanged. Further, any lease for a period of less than three (3) months in duration shall be conclusively considered to be for transient or hotel purposes. In addition, no dwelling may be leased for more than three (3) time periods per calendar year. Any Homeowner who leases a unit shall deliver to the tenant, prior to the start of the tenancy, a copy of the Declaration, Rules and any amendments thereto. **Each Homeowner shall deliver to the Association, within ten (10) days of commencement of the tenancy, a copy of the lease and an acknowledgement by the tenant of receipt of the Declaration and Rules.**

Tenants, like Homeowners, are required to observe all Rules that have been adopted by the Association, as well as all other Condominium Documents.

It is required that a statement of this nature be included in the tenant's lease and a copy of the Rules be attached to the lease. The Homeowner is responsible for the tenant's and tenant's guests' behavior. The Homeowner is responsible for fees, fines, attorney costs, etc. that may be imposed or incurred due to tenant noncompliance with the Rules, Bylaws, or other Project Documents.

Landlords are required to notify the Management Company of tenant changes in order to keep an up-to-date roster of the residents. If you need additional copies of the Rules they are available through the Management Company.

Lock Boxes

Lock boxes (for use in the sale of units or otherwise) are prohibited on unit doors or anywhere on the outside of the unit, on the unit's patio and/or balcony or anywhere in the Common Elements. This prohibition is to maintain security and privacy of all residents. Without any prior notice and at the sole cost of the unit owner, the Association may remove any lock box installed, or it may require the owner to immediately remove any lock box.

Motor Operated Toys and Skate Boards

Motor operated toys, skateboards and scooters are prohibited at all times on all sidewalks, roadways, and parking garages.

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. Noise control is NOT the responsibility of the Management Company. The Management Company's responsibility is limited to levying fines (at the direction of the Board of Directors) and providing written notice of noise infractions.

Outside Speakers and Amplifiers

No radio, stereo or other broadcast unit of any kind and no 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 Board of Directors.

Patios and Balconies

The Homeowner must keep his/her patio and balconies clean and free of litter, weeds and animal waste. Wind chimes are not allowed. Rugs, towels, etc. cannot be hung on the walls. Shades of any kind are not allowed on any exterior wall, window or patio cover. No pots, plants or decorative accessories may be placed on any exterior balcony railing or patio wall.

Patios and balconies are not to be used for storage and patio furniture must not be unsightly.

City of Phoenix ordinance prohibits the use of barbecues on balconies or patios.

Pets

There is a limit of not more than two (2) pets within a unit provided the Homeowner or Tenant abides by the provisions of the Declaration and all City, County and State Animal Laws. Maximum weight for each pet is 40 pounds except for assistance dogs. Animals must be leashed or caged when outside the unit. A maximum 6' (six foot) leash is allowed. **All droppings must be picked up immediately and disposed of properly.** Pit Bulls and Rottweilers are strictly prohibited. The Board may restrict additional breeds that are determined to be inappropriate for the community.

Screen Doors and Security Doors

Any Homeowner who wishes to install a screen door or security door must have Board approval. If an unapproved door is installed, the Homeowner will be subject to a fine and removal of the door by the Board at the Homeowner's cost. Screen and security doors must be properly maintained. Doors must have closures and be kept clean and in proper repair.

Seasonal Decorations

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

Security

The following procedures are designed to make community security more effective:

1. 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.
2. Any unusual or suspicious activities should be reported to the Phoenix Police Department and the Management Company.

Storage

Storage of any material by a Homeowner or Tenant is not to be visible above the balcony railings or patio fence. Storage includes storage sheds, boxes, shelves, ladders, building materials, miscellaneous parts of any kind, refrigerators and toys. Storage is not allowed in any parking areas on the interior street or in the parking garages.

Trash Dumpsters

1. You are required to bag your trash, break down your boxes, and make sure the door to the dumpster is closed securely after use. If a dumpster is full, please place your trash in another receptacle. Trash placed outside the dumpster will not be collected.

2. Do not place or discard batteries, tires, oil, transmission fluid, hazardous waste, furniture or mattresses in the dumpster or in the dumpster area. The disposal of this type of debris is the Homeowner's responsibility. The Association does not provide for the disposal of these items.
3. Dumpster lids are to be closed after use. When lids are left open, odors and flies increase and are a nuisance and health hazard to all residents.

Vehicles

1. 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 parking garage and ask your guests to park in the unassigned uncovered parking spaces. Vehicles parked illegally in fire lanes are subject to fines from the local police department, "booting", towing, and action by the Association under the Violations and Fines section above.

2. GUEST PARKING

Guests must park in unassigned parking spaces at grade level. If a guest is parked in any other space, they will be towed without any additional warning. Be sure to inform your guests of the parking rules.

Guest parking in unassigned spaces is on a "first-come, first-served" basis.

3. TOWING AND "BOOTING"

Any car parked illegally is subject to towing or "booting" by the Board or Management Company. All charges and costs incurred due to the towing or "booting" will be the responsibility of the Homeowner and/or the person whose vehicle was affected. If someone is parked in your space, or is blocking your space, call the Management Company and towing or "booting" will be arranged.

4. DISABLED & ABANDONED VEHICLES

Vehicles that are disabled, have flat tires, are unregistered, or are inoperable, etc., are not allowed on the property for an extended time.

Any vehicle obviously inoperable, in a state of disrepair, and not moved for two (2) weeks will be considered abandoned. Such vehicles will be subject to towing and impoundment at the Homeowner's expense. All vehicles must be properly licensed.

5. EXPIRED LICENSES

Vehicles that have expired license plates are considered inoperable and will be towed.

6. PROHIBITED VEHICLES

Boats, trailers, motor homes or recreational vehicles, golf carts, commercial vehicles or trucks with a carrying capacity over $\frac{3}{4}$ tons are not allowed to be parked on the property and will be towed.

7. VEHICLE REPAIRS

Only minor mechanical repairs and temporary emergency repairs to vehicles will be allowed in surface parking areas and parking garages. Such repairs must be completed within twelve (12) hours. The surface of the parking areas is to be kept clean of grease and oil. Homeowners will be assessed for any cleaning or repair to the parking areas caused by minor repairs or maintenance. Changing of oil or other vehicle fluids is not permitted. The overhauling of an engine is not permitted!

8. MOTOR OIL

Homeowners must not allow oil or other vehicle fluids to drip or contaminate the asphalt or concrete. Clean up of oil or any vehicle contaminates will be charged back to the homeowner.

Weight and Fitness Equipment

No weight or fitness equipment (treadmills, weight benches, etc.) that, when in use, are audible in a downstairs unit, are allowed in upstairs units or on the patio/balconies. The Association reserves the right to limit the amount of weight and/or fitness equipment that can be stored in a second and third floor unit.

Window Covering – Window Sun Screens

No aluminum foil, sheets, newspaper, window film, tablecloths or other materials shall be used for window coverings that are visible from the exterior of the unit. All window coverings visible from any street, Common Elements, or neighboring unit shall be those installed at purchase, or replacements as approved by the Board.

Approved sunscreens may be installed by Homeowners. Please contact the Management Company for information on the approved sunscreens.

Windows & Exterior Doors

All windows and exterior unit doors are the responsibility of the Homeowner. The Homeowner must replace and maintain all windows and doors. If replacement is necessary, the Homeowner may only install approved windows and doors. Please contact the Management Company for information on the approved windows and doors.