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RULES & REGULATIONS

INTRODUCTION

SUN AIR ESTATES - A PLANNED UNIT DEVELOPMENT

Sun Air Estates Units III - VI is a planned Unit Development, which means that the residents of the community can enjoy a lifestyle that is over and above the lifestyle that is commonly associated with residential living.

Sun Air Estates provides this lifestyle by offering amenities such as a Recreation Center, Activities Court (BOCCE Ball, Putting Green) a Pool, Horse Shoes and a common areas for the enjoyment and use of the residents and their guests. To ensure that this lifestyle is maintained, a non-profit corporation has been created to manage and administer the properties and facilities that form Sun Air Estates Units 3,4,5 and 6.

SUN AIR ESTATES HOMEOWNERS ASSOCIATION

The Sun Air Estates Homeowners Association is governed by and controlled by these legal documents, the **Articles of Incorporation, the Bylaws, the Declarations of Covenants, Conditions and Restrictions (CC&Rs) and the Rules & Regulations.**

The Authority to adopt and enforce the Rules & Regulations herein is contained in the **BYLAWS, Article III, Section 2, and in the CC&RS, Article XII, Section 6, and by State Law.**

AS A RESIDENT OF THE COMMUNITY, YOU ARE REQUIRED TO ADHERE TO THE ABOVE LISTED DOCUMENTS THAT WERE PROVIDED TO YOU BY THE ASSOCIATION.

RULES AND REGULATIONS

These rules are in addition to and highlights of the above listed documents. For further clarification, please refer to your **CC&Rs, BYLAWS and ARTICLES OF INCORPORATION.**

SECTION 1 - COMMUNITY AMENITIES

1. Members in good standing of the Sun Air Estates HOA, Inc., Units 3,4,5 and 6 are entitled to use all available community facilities.
2. When using the Recreational facilities, an adult must accompany persons under the age of eighteen (18).
3. A non-duplicable key will be issued to each property. The key allows entrance to the Recreation Center and gates to the pool area . Upon transfer of a property to a new owner, the former owner should leave the key for the new owner. If not, the new owner should advise the HOA and a replacement key will be provided. Homeowners who lose their key or want a second key will pay a fee of \$10.00 for the second issued key.

SECTION 2 - SALES & RENTALS

1. The owner, if offering a property for sale by a Realtor, shall inform the Realtor as to the age restrictions of the community and all Homeowner Association documents governing properties in Sun Air Estates Units III-VI. If the property is offered for sale by Owner, the owner must inform any prospective buyer as to the age restrictions of the community and all Homeowner Association documents governing properties in Sun Air Estates Units III-VI.
2. The owner of a property that is leased/rented agrees to enforce the age requirements for tenant(s) as provided in the CC&Rs as amended. Since tenant(s) are required to abide by the governing documents of the Association, it is the responsibility of the homeowner to furnish the tenant(s) with a copy of the documents. The owner of the property is ultimately responsible for any violations of the governing documents by their tenant(s). If a violation of the governing documents occurs, the owner of the property will receive a letter from the Association outlining the violation and an information copy of the letter will be sent to the tenant(s). Upon lease/rent of a property the owner will complete the "Lease Information" form available in the office of the Association and on the HOA's web page at www.sunairestates.org. The property owner or manager must notify the Association of any changes of tenants at the the property within 10 days of a new tenant occupying the property. A fee of \$25.00 to update occupant information for new occupants will be assessed by invoice to the Property Owner or Manager.

SECTION 3 - ASSESSMENTS

1. Notice of the annual assessment will be mailed to each homeowner by **February 1st** of the year of the assessment due date.
2. The annual assessment; shall be due and payable in full by **March 1st** of the year in which the assessment is due.
3. If full payment is not received by the Association by March 15th of the year in which the payment is due, the owner will receive a notice of non-payment and be charged a late fee of 10% of the assessment due or \$15.00, whichever is greater, plus any administrative charges that apply in collecting the yearly assessment.
4. The assessment shall immediately become a lien upon the property from the date the assessment is levied (**March 1st**.) If any portion of the assessment remains unpaid by **June 1st** of the year in which it is due, the Association may take collection action and record the lien in the office of the Maricopa County Recorder. The Association has the right to enforce payment of the assessment by foreclosure of the lien.
5. Failure to pay an assessment will result in the loss of voting and recreational facility privileges.

SECTION 4 - ARCHITECTURAL/DESIGN GUIDELINES

1. Before submitting an application to the Architectural Committee the homeowner, or their contractor, must contact the Building and Zoning Department at the City of Peoria to ensure that the project complies with any requirements set forth by the City for the project. A copy of any applicable City permits should be attached to the plans submitted to the Architectural Committee. Included with the Application, if applicable, will be any architectural drawings, a plot plan, pictures, color samples, description of materials being used, or any other information that is helpful to the committee in making a determination on the project.

Drawings and specifications shall be approved by the Architectural Committee as to style, exterior design, appearance and location and are not approved for engineering design or for compliance with zoning and building ordinances. The Architectural Committee will have a period of thirty (30) days from the date the application is received, to approve/disapprove any plans submitted for review. A copy of the Application for Design Review will be returned to the homeowner with the committee's decision on the project. The homeowner will have a period of forty-five (45) days from date of approval to complete the project. Any deviation or change from the original plans submitted must be coordinated with the Architectural Committee. If the project cannot be completed within the forty-five (45) day time period, the homeowner must request, in writing, an extension of time necessary to complete the project.

2. AWNINGS

Window awnings may be of fabric, aluminum or any suitable product designed for this purpose. Window awnings should match the body color of the dwelling as close as possible. A picture showing the design of the awning and a color swatch must be submitted along with the application. Fabric awnings will be kept in good condition and not be allowed to fade or tear. Aluminum awnings must be maintained and not allowed to rust.

3. DRIVEWAY EXTENSIONS & SIDEWALKS

An Application for Design Review and a plot plan will be submitted to the committee for driveway extensions. The plot plan must show the existing driveway and the area and dimensions of the extension. Sidewalks leading from the front to the back of the house do not require prior approval provided they are constructed from a suitable product such as concrete or paving stones and do not encroach upon neighboring properties.

4. FENCING & WALLS

In addition to the requirements set forth in Article III, Paragraphs 3.06 and 3.12, Article IV, Article X of the CC&Rs and Section four (4) of the Rules & Regulations, the Architectural Committee requires that written approval from the owners of neighboring properties will be submitted along with the Application for Design review when installing new or adding to any existing walls or fences.

Any walls or fences being constructed in the front or front side yards of a property will not exceed two (2) feet in height. Any new or existing walls, visible from the street and neighboring properties, that are being painted or stuccoed and painted, will be painted in a subdued or neutral earth tone color, preferably the body color of the dwelling.

5. FLAG POLES & SIGNS

Before any work begins, the Architectural Committee must approve an Application for Design Review. In accordance with Arizona Revised Statute 33-1808, the Homeowners Association can regulate the size and placement of flagpoles on a homeowner's property. The Application must include a diagram or plot plan showing the placement of the Flagpole on the property. The Application must indicate the size and color of the Flagpole. Flagpoles must be no more than 20 feet in height and must be silver or white in color. Flagpoles may either be cemented permanently into the ground or placed in a removable sleeve. The outdoor display of the American Flag must be in a manner consistent with the Federal Flag Code. Any lighting being installed for the purpose of illuminating the flag at night must be installed in such a manner that it does not shine on neighboring properties. The following are the types of flags that may be flown.

The American Flag
An official or replica of a flag of the United States Army, Navy, Air Force, Marine Corps, Coast Guard or Space Force
The POW/MIA flag
The Arizona State flag
An Arizona Indian Nations flag
A First Responder flag

The outdoor display of decorative and/or seasonal banners and pennants is allowed. All flags, banners and pennants must be maintained so as to prevent fading and tearing.

The outside display of a political sign on a Homeowner's property is allowed for a period of forty-five (45) days prior to the election and must be removed no later than seven (7) days after the election. There is a limit of one (1) sign per property and the sign cannot exceed 24" X 24" in size. Contractors' signs for advertising may be displayed during the project. They must be removed upon completion of the project.

Refer to Article III, Paragraph 3.12 of the CC&RS for other restrictions on signs on homeowner's properties.

6. GARAGE DOORS

An Application for Design Review will be submitted to the Committee along with a picture showing the style and color choice of the new garage door. If the garage door is being replaced on one half of a duplex, the choice of door style and color must be discussed with the roof mate. Written approval of the project by the roof mate will be submitted along with the application. The homeowner must indicate on the application if a written approval from the roof mate cannot be obtained. The Architectural Committee will make the final decision, based on the information submitted on the application, as to whether or not the project will be allowed. If both sides of the duplex are replacing the garage door at the same time, both homeowners must submit an application to the committee and indicate on the application that both parties are in agreement with the chosen style and color choice.

7. GAZEBOS & PERGOLAS

An Application for Design Review, picture or drawing, information as to size, materials being used, color and a plot plan showing location on the lot will be submitted to the committee for Gazebos and Pergolas. On lots where there are not six (6) foot block walls, a written approval of the project from the owners of neighboring properties will be submitted to the committee.

8. LANDSCAPE BORDERS

Any landscape border such as brick, block, formed concrete, scalloped edging or fencing must be installed within the owner's property line. An application along with a plot plan showing placement of border, materials being used and the color of the material must be submitted to the committee. Written approval from the owners of neighboring properties must be submitted along with the application.

9. OUTSIDE LIGHTING

Outside lighting such as floodlights, motion sensor lights, garage coach lights and landscape lights may be installed without prior approval. Floodlights and motion sensor lights must be placed on the front or back of the dwelling so as to not shine directly onto neighboring properties.

10. PAINTING OF DWELLINGS

An application for Design Review will to be submitted if a change of color is to be made. Paint chips indicating the desired body and trim colors will accompany the application. The dwelling must be painted in a subdued or neutral earth tone color. No bright colors will be allowed. If painting one half of a duplex, color choices must be discussed with the roof mate. Written approval of the project by the roof mate will be submitted along with the application. The homeowner must indicate on the application if a written approval from the roof mate cannot be obtained.

The Architectural Committee will make the final decision, based on the information submitted on the application, as to whether or not the project will be allowed. If both sides of the duplex are being painted at the same time, both homeowners must submit an application to the committee and indicate on the application that both parties are in agreement with the paint colors chosen.

11. PATIO COVERS

Patio covers may be constructed of wood or aluminum. Covers may not be free standing and must be attached to the rear portion of the dwelling. Wood patio covers are to be painted to match the paint color of the body or trim of the dwelling. Aluminum covers may be painted white or the paint color of the body or trim of the dwelling. Wood patio covers must be maintained so as to keep paint from fading or flaking and aluminum covers from rusting.

12. ROOFS

An Application for Design Review will be submitted to the Committee along with a sample of the roofing material and color choice. If roofing one half of a duplex, shingle and color choices must be discussed with the roof mate and must match the existing roof as close as possible. Written approval of the project by the roof mate will be submitted along with the application. The homeowner must indicate on the application if a written approval from the roof mate cannot be obtained. The Architectural Committee will make the final decision, based on the information submitted on the application, as to whether or not the project will be allowed. If both sides of the duplex are to be roofed at the same time, both homeowners must submit an application to the committee and indicate on the application that both parties are in agreement with the chosen shingle and color choice.

13. ROOM ADDITIONS & PATIO ENCLOSURES

Architectural plans or a drawing will be submitted along with the application that shows the overall design and the dimensions of the addition or enclosure. Plans must indicate the type of materials being used, i.e. wood or aluminum. Any roofing materials must match the existing roofing of the dwelling. Additions will be painted to match the body or trim color of the existing dwelling. Plans must indicate whether the addition will have windows, doors or just screening. Written approval of the project from owners of neighboring properties is required.

14. SATELLITE DISHES & ANTENNAS

External antennas for the transmission or reception of television or radio signals or any other form of electromagnetic radiation may be erected, used or maintained outdoors on any property. Satellite dishes are limited to not larger than eighteen (18) inches diameter. The dish is to be installed in the most inconspicuous location as possible and yet still be able to receive satellite signals.

15. SECURITY DOORS & WINDOW BARS

An Application for Design Review will be submitted to the Architectural Committee when installing window security bars. A picture showing the design of the bars will be submitted with the application. Security Bars are to be painted to match the body color of the dwelling.

An Application for Design Review need not be submitted for Security Doors as long as the design of the doors is in harmony with other style of doors in the community. Security Doors must be painted to match the body or trim color of the dwelling.

16. SHEDS

An Application for Design Review and a plot plan showing the desired location of the shed on the property will be submitted to the committee. Sheds should not exceed six feet in height. The application will indicate the dimensions of the shed, the type of material it is constructed from and the color. On those properties with a six foot high block wall, the shed should not be visible over the wall of neighboring properties. On those properties that do not have a six foot block wall, the shed must be screened from view of neighboring properties using acceptable planting materials such as shrubs, trees or vine covered trellises. A written approval from the owners of the neighboring properties where there are not six foot block walls will be submitted with the application.

17. SIDING & RAIN GUTTERS

The color of the siding or rain gutters must match the trim color of the dwelling as close as possible. If installing siding or guttering on one half of a duplex, it must be discussed with the roof mate. Written approval of the project by the roof mate will be submitted along with the application. The homeowner must indicate on the application if a written approval from the roof mate cannot be obtained. The Architectural Committee will make the final decision, based on the information submitted on the application, as to whether or not the project will be allowed. If both sides of the duplex are installing siding or guttering, both homeowners must submit an application to the committee and indicate on the application that both parties are in agreement with the color of the siding or guttering.

18. WINDOW COVERINGS

No reflective (silver) window tint or foil products may be placed on windows or doors. Sunscreens are to be constructed using products designed for this purpose. Metal, louvered type of sunscreens is not allowed. The color of the screening must be in harmony with the color of the dwelling. Prior approval is not required provided the guidelines are followed.

SECTION 4 - LANDSCAPING GUIDELINES

In accordance with Article X, Paragraph 10.01 of the CC&Rs, the Architectural Committee is defining the Landscape Guidelines as follows.

1. The yards and grounds in connection with all improved properties shall at all times be kept in a neat and slightly condition and shall be watered and cultivated to maintain an appearance not out of keeping with other improved properties in the Subdivision.
2. Yards may be of two types, turf/grass or desert landscaping. In no case will bare dirt be allowed. Grass yards must be watered, kept free of weeds and mowed on a regular basis.

3. Desert landscaping must be kept free of weed and grass growing in the rock. This includes side and rear yards that are visible from the street and neighboring properties.
4. No landscaping shall include Olive, Silk Oak, Mulberry or Eucalyptus trees.
5. Palm trees are to be kept trimmed of dead fronds.
6. No tree, shrub, or planting of any kind on any property shall be allowed to overhang or otherwise encroach upon any neighboring lot, sidewalk, street or other areas. Trees planted close to sidewalks, streets and street corners must be kept trimmed at the bottom to a minimum of ten feet so as to not interfere with pedestrian and vehicle traffic and posted traffic signs.
7. Plants and shrubs planted alongside of driveways should be kept to a reasonable height so as to not interfere with a person's line of sight when backing out of driveways.
8. Yards shall be kept free of fallen leaves, pine needles and fallen fruit.
9. All dead plants, shrubs and trees are to be removed.
10. It is not necessary to have prior approval from the Architectural Committee when replacing dead plants, trees and shrubs.
11. The Architectural Committee prior to installation must approve landscape borders/dividers such as bricks, scalloped edging, block retaining walls and formed concrete borders.

SECTION 5 - TRASH CONTAINERS

1. Per the City of Peoria Code, Section 22-24, paragraph (h), "All residential refuse containers of one- hundred-gallon size or less shall be placed in the curb/street after 6:00 p.m. on the evening prior to collection, but no later than 6:00 a.m. on the day of collection, and removed from the curb/street and returned to private property located behind the residence setback (front of house) by the day following collection. The containers must be removed from the curb line by the owner by 6:00 PM on the day of collection. All such containers shall be stored no closer to the street right-of-way than the building set back. This requirement may be waived by the city upon application based upon hardship due to difficult terrain, physical problems or advanced age". A copy of the waiver issued by the City of Peoria must be submitted to and kept on file in the office of the Association. The Association requires that trash containers be stored out of sight of the street and neighboring properties. They may be stored in the garage, the back yard or behind an enclosure that has been approved by the Architectural Committee.

SECTION 6 - PARKING

1. Any vehicle classified as a recreational vehicle by its design characteristics for camping or recreational travel will fall into the restrictions category pertaining to motor homes and campers covered Article III, Section 16 of the CC&Rs regardless of manufacturer's rating.
2. Motor Homes or Recreational Vehicles may be parked in the street in front of the property or on the driveway of the property for a period of forty-eight (48) hours for the purpose of loading for a trip and unloading from the trip. The vehicle must be gone for at least forty-eight (48) hours

between loading and unloading. Recreational Vehicles may be parked in the rear yard of the property provided that a six foot high block wall encloses the rear of the property.

3. When using the Recreation Center facilities, vehicles must be parked only in the marked parking spaces.
4. Vehicles must be parked on the concrete driveway of a residence. Parking on any landscape portion of a residence is prohibited.
5. Any vehicle, regardless of size or design that is used for business purposes or displays the name of a business must be parked either in the enclosed garage of the property or in the rear yard of the property provided that a six foot block wall encloses the property. Any equipment or machinery that is used as part of a business must be stored in the enclosed garage of the property or in the enclosed rear yard of the property provided that a six foot block wall encloses the property. At no time, will any vehicle with a manufacturers rating exceeding three-quarter (3/4) ton in gross weight, be parked anywhere in the Community except for those listed in Paragraph 6 (below). An exception would be trucks and vans belonging to persons or businesses doing construction or repairs to residences during daylight hours.
6. In accordance with ARS 33-1809, a person employed by one of the below listed employers may park a vehicle in the Community provided that the vehicle is required to be available at designated periods at the person's residence as a condition of the person's employment.
 - A. The resident is employed by a public service corporation that is regulated by the Corporation Commission or a municipal utility that is required to prepare for emergency deployments of personnel and equipment, for repair or maintenance of natural gas, electrical or water infrastructure, the vehicle has a gross weight rating of twenty thousand pounds or less and is owned or operated by the public service corporation or a municipal utility and the vehicle bears an official emblem or other visible designation of that corporation.
 - B. The resident is employed by a public safety agency, including police or fire service for a federal, state, local or tribal agency or a private fire service provider or an ambulance service provider that is regulated pursuant to Title 36, chapter 21.1 and the vehicle has a gross weight rating of ten thousand pounds or less and bears an official emblem or other visible designation of that agency.

SECTION 7 - VEHICLES STORAGE AND REPAIRS

1. Vehicles which are dismantled, abandoned, inoperable or not currently licensed must be removed from view from the street and neighboring properties.
2. No repairs or maintenance of any machinery, equipment, fixtures or other personal property (including without limitation motor vehicles) not part of the building or other improvements constructed on or where such repair or maintenance takes place shall be made within the view of any neighboring property. Repairs and maintenance may be performed in the garage of a residence.

3. Emergency repairs such as battery replacement or flat tires may be performed outside of the garage so long as they are done within a twenty-four hour period of time .

SECTION 8 - ANIMALS, PETS & BIRDS

- 1 • The Peoria City Code states that any dog or wild animal that is not within the confines of the owner's property must be properly licensed and on a lease. The leash cannot exceed six (6) feet in length.
2. The owner of a pet is responsible for immediately cleaning up after the pet if it defecates on public land, association property or other resident's property.
3. Excrement from a pet kept or turned loose within the confines of a homeowner's property shall be promptly cleaned up and disposed of in order to avoid creating a nuisance, odor or an unsightly or unsanitary condition.
4. No animal is allowed inside of the Recreation Center, the fenced portion of the pool and patio area and the activities court except for *service animals* that are used primarily to assist a homeowner or guest.
5. Any resident owning a pet is responsible for ensuring that frequent barking or howling of such pet does not create a disturbance to neighbors. Any complaints lodged with the Board of Directors will be dealt with on an individual basis.
6. Cats running loose are considered strays and can be impounded by the local authorities.
7. It is requested that you do not feed birds or rabbits.

SECTION 9 - RESPONSIBILITY FOR TENANTS & GUESTS

Homeowners who lease their property must notify the Association, in writing, that they are giving permission for their tenants(s) to use the recreation facilities. The Homeowner is responsible for the actions of their tenant(s) and the guests of any tenant(s) when using the recreational facilities. Any damages to the furnishings of the recreational facilities become the responsibility of the Homeowner and are subject to monetary compensation to the Association for repair or replacement.

SECTION 10 - USE OF RECREATION CENTER FURNISHINGS

1. Recreation Center tables, chairs and other furnishings are for use in the Recreation Center only. Pool and patio furnishings are to remain in their prospective locations. They are not for home use by residents and are not to be removed from the facilities.
2. Books and Videotapes from the Library may be taken home but must be returned to the Library.

SECTION 11-RECREATION CENTER RENTAL

1. Residents in good standing with the Association may rent the Recreation Center, on a reservation basis, for private parties provided that a Social Activities function is not scheduled for the requested date. A reservation grants the private use of the Recreation Center only and does not include exclusive use of the patio area or the pool. **Under NO circumstance does the rental of the Recreation Center entitle the persons in attendance to the use of the swimming pool.** The maximum capacity of the Recreation Center is 160 people per the City of Peoria Fire Department.
2. Residents wishing to reserve the Recreation Center should call the Association office at 623-412- 9498 and leave a message that includes your name, phone number and the requested date of the rental. A Board member will then contact the resident. A \$200.00 refundable Security/Cleaning Deposit is required. A non-refundable fee of \$125.00 will be paid for the rental. Residents must submit a copy of the Declaration page of their Homeowner/Renter insurance policy that shows there is a minimum of \$100,000.00 in current Liability coverage. Payment and the copy of the Declaration Page of the insurance policy must be submitted and a Recreation Center Rental Agreement signed no later than **3 business days** prior to the reservation date. The Security Deposit will be returned to the resident after the Recreation Center has been inspected by a Board member to ensure that there are no damages to furnishings and the facility has been cleaned.
3. A funeral reception is an exception to the above rule. A resident or family member of a deceased resident wishing to use the Recreation Center for a funeral reception should contact a member of the Board of Directors so that they can coordinate the use of the Recreation Center with the Chairperson of the reception. At no time will the Recreation Center be made available for this purpose if there is another activity scheduled for the date and time requested. The rental fee is waived for funeral receptions for residents. A \$200.00 Security/Cleaning deposit and a copy of the Declaration page of the Homeowners/Renters insurance policy of the person signing the usage agreement and signed no later than **twenty-four (24) hours** prior to the requested usage date. The Security Deposit will be returned to the person signing the usage agreement after the Recreation Center has been inspected by a Board member to ensure that there are no damages to furnishings and the facility has been cleaned.

SECTION 12 - SWIMMING POOL

1. Use of the swimming pool is limited to homeowners, renters and their guests. All others are considered as trespassers and will be treated as such. A complete set of Pool Rules is included as a separate attachment at the end of the Rules & Regulations. PLEASE OBEY THE POSTED RULES.

SECTION 13 - SUGGESTIONS & COMPLAINTS

1. As a resident of Sun Air Estates, it is your duty to uphold the CC&RS, Rules & Regulations, Pool Rules, the Architectural and Landscape Guidelines and to discourage violations of such. In the event a violation is witnessed, it should be reported in a timely manner using the Formal Complaint Form available in the Recreation Center and on-line at www.sunairestates.org . Infractions of any of the above documents which compromise the health, safety or welfare of the community should be reported immediately to a Board member. When reporting an infraction, please try to be specific as to the date, time, nature of infraction and if possible the name(s) of the person(s) committing the infraction.
2. The Board of Directors will review any Formal Complaint in an Executive session prior to or immediately after the regular monthly Board of Directors meeting. An exception to this would be if the complaint compromises the health, safety or welfare of the community in which case the Board President can call for a special meeting of the Board of Directors. Each case will be considered individually and all communications with and between the Board of Directors on the matter is considered confidential. After review by the Board and if necessary, a letter will be sent to the Homeowner outlining the infraction and any corrective action to be taken. They will be given the appropriate amount of time to comply as outlined in the Deed Enforcement Policy of the Association. If the infraction involves a rented property, a letter will be sent to the Homeowner and a copy to the Tenant(s)
3. The Board of Directors encourages residents of the community to submit any suggestions on how improvements can be made to the facilities and the community. Suggestions can be submitted in writing or by attending the monthly Board of Directors meetings. An individual wishing to speak on a topic at the board meeting must submit a request in writing to be scheduled on the meeting agenda. Comments should be limited to five minutes.

SECTION 14 - VIOLATIONS & FINES

1. The Board of Directors will conduct routine inspections of the Community to ensure all residents are in compliance with the CC&Rs, Rules & Regulations and the Architectural/Landscaping Guidelines of the Association. Residents found in violation of any of the above documents will receive a courtesy first letter which states the date and time of the inspection, the violation noted, time allowed for corrective action of the violation and what further action is to be taken if the resident does not comply with the first letter. The Homeowner will also be offered the opportunity for a hearing with the Board of Directors.
2. The Board of Directors will conduct a follow-up inspection and those residents who have not complied with the first letter will receive a second letter. The second letter states the date and time of the inspection, the violation noted, and what further action is to be taken if the resident does not comply with the second letter. The second letter assesses the appropriate fine for the violation to the account of the Homeowner. The fine immediately becomes a lien against the property and is as collectable as any other assessment amount would be. The Homeowner will be offered the opportunity for a hearing with the Board of Directors.

SECTION 15 - GENERAL RULES

1. The Association shall have the exclusive right but is under no obligation to any Member to enforce these rules.
2. The Association shall be under no obligation whatsoever to any Member or any other person or entity for its enforcement of or failure to enforce any of these Rules & Regulations.
3. The Association shall have all of the rights and remedies as described in the Articles of Incorporation. CC&Rs, Bylaws, the Rules & Regulations and any other applicable property restrictions.
4. The Association may, from time to time and at any time, amend, add to or delete all or any portion of these Rules & Regulations by a majority vote of the Board of Directors.

SECTION 16 - REPAIR & MAINTENANCE OF RESIDENCE & STRUCTURES

No residence or detached structure on any Lot shall be permitted to fall into disrepair, and each such residence and detached structure shall at all times be kept in good condition and repair and adequately painted and otherwise finished. Flaking or faded paint is not allowed. This includes but is not limited to, the dwelling, garage doors, fencing and any detached structures such as sheds and trellises. Roof mounted air conditioning units, evaporation coolers, electric circuit breaker boxes and any other utility boxes attached to or along side of the residence will not be allowed to rust. If rust appears they must be painted in a subdued, neutral color. Roofs will be kept in good condition and any missing or defective shingles are to be replaced.

The Homeowner must comply with the CC&Rs Rules & Regulations and the Architectural Guidelines before starting repairs.

Homeowners will be given a period of forty-five (45) days from the date of the letter sent by the Homeowners Association to complete any repairs. If the Homeowner cannot complete the repairs in the given amount of time, a request for an extension of time must be submitted in writing to the Homeowners Association. The request must state the additional amount of time that is needed to complete the repairs.


SECTION 17 - AUTHORIZATION, ADVICE, EFFECTIVE DATE

Whereas Article XII, Section 6 of the Master Declaration of Covenants, Conditions and Restrictions (CC&Rs) empowers the Homeowners Association of Sun Air Estates Units III - VI from time to time, by a majority vote of the Board of Directors, to adopt, amend and repeal Rules and Regulations known as the Sun Air Estates Units III - VI Rules & Regulations to govern use of the property, interpret the Declaration or establish procedures for operation of the Association or the administration of the Declaration, and

Whereas the Association by majority vote of the Board of Directors adopted Rules & Regulations to govern use of the Property, interpret the Declaration or establish procedures for operation of the Association or the administration of the Declaration.

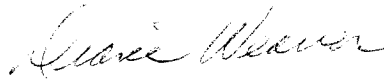
Now, the Association's Board of Directors amends the Rules and Regulations by a majority vote of the Board, at the Board of Director's meeting on Thursday, March 16, 2023 adopts the Rules & Regulations set forth in Sections 1-17 herein above, such Rules & Regulations to be effective commencing Monday, March 17, 2023.

Executed by



President,
Sun Air Estates HOA, Inc. Units 3 -6

Attested by



Diane Weaver
Secretary

Date: *March 23, 2023*

SUN AIR ESTATES HOA, UNITS 3 THRU 6

P.O. Box 21, Peoria, AZ, 85380

623-412-9498

hoa@sunairestates.org

SCHEDULE OF FINES

Landscaping Violations:

First offense:	\$ 25.00
Second or Repeat offense (an additional occurrence of same violation within a 12 month period):	Double the previous fine for each repeat violation.
Continuous violations:	
<ul style="list-style-type: none">• The corresponding fine for a first or second (or additional) violation; and• A regular continuous fine of up to \$ 10.00 per day, with a maximum of \$ 500.00	
Days to comply:	10 days

Architectural Control Violations:

First offense:	\$ 50.00
Second or Repeat offense (an additional occurrence of same violation within a 12 month period):	Double the previous fine for each repeat violation.
Continuous violations:	
<ul style="list-style-type: none">• The corresponding fine for a first or second (or additional) violation; and• A regular continuous fine of up to \$ 10.00 per day, with a maximum of \$ 500.00	
Days to comply:	10 days

Violations Resulting in a Threat to a Person or Property:

First offense:	\$ 100.00
Second or Repeat offense (an additional occurrence of same violation within a 12 month period):	Double the previous fine for each repeat violation.
Continuous violations:	
<ul style="list-style-type: none">• The corresponding fine for a first or second (or additional) violation; and• A regular continuous fine of up to \$ 100.00 per day	
Days to comply:	5 days

Other Violations: See listing below.

First offense:	\$ 25.00
Second or Repeat offense (an additional occurrence of same violation within a 12 month period):	Double the previous fine for each repeat violation.
Continuous violations:	
<ul style="list-style-type: none">• The corresponding fine for a first or second (or additional) violation; and• A regular continuous fine of up to \$ 10.00 per day, with a maximum of \$ 500.00	
Days to comply for the following violation <u>1. Age Verification</u> <u>2. Animals and Pets</u> <u>3. Fences and Wall</u> <u>4. Outdoor Lighting</u> <u>5. Repair and Maintenance -Structure and Residence</u> <u>6. Business or Offensive Activity</u> <u>7. Signs</u> <u>10. Vehicle Parking</u> <u>11. Vehicle Repair</u> <u>12. Trash Containers</u> <u>13. Commercial & Recreational Vehicles</u> This list is not all-inclusive. Additional categories may be added as needed for clarity of violations.	As specified below <u>10 Days</u> <u>10 Days</u> <u>10 Days</u> <u>Immediate</u> <u>45 Days</u> <u>Immediate</u> <u>10 Days</u> <u>Immediate</u> <u>Immediate</u> <u>Immediate</u> <u>Immediate</u> <u>Immediate</u>

Repeat Violations. An example of a repeat violation is where an owner violates a rule by letting his dog off the leash. The board holds a hearing and fines the owner. The next month the owner's dog is off the leash again. That requires another hearing and another fine. The following month he does it again-a third hearing and another fine. The rules may allow for escalating fines, \$50, \$75, \$100, but each incident requires a notice, a hearing, presentation of evidence, and a written decision.

Continuing Violations. A continuing violation is one that is not cured but continues to exist. For example, If an association limits owners to one dog of no more than 25 pounds (typical for dense condominium developments with elevators) and an owner moves in with a 200-pound Mastiff (scary for people in narrow hallways and tight elevators), the board may impose a daily fine against the owner until such time as the dog is removed from the property. The board holds one hearing and imposes a continuing fine for the continuing violation.

SWIMMING POOL RULES

It is the responsibility of the Homeowner or Resident to ensure that the following rules are adhered to. Any infraction should be reported using the Formal Complaint Form located in the Recreation Center. In case of an emergency situation requiring immediate attention Dial 911. The address here is 9600 North 97th Avenue. Also call 623-412-9498, leave a message if no one answers.

POOL HOURS: 6 00 A.M. - 10:00 P.M.

CHILDREN'S POOL HOURS: 11:00 A.M. - 1:00 P.M. & 3:00 P.M. - 7:00 P.M.

1. **THERE IS NO LIFE GUARD ON DUTY!** Homeowners, residents and their guest(s) swim at their own risk. Homeowners and residents are responsible for the behavior and safety of their guest(s).
2. No running on the pool decking or diving into the pool is allowed.
3. An adult must accompany guests under the age of eighteen (18).
4. Entrance to and exit from the pool area is through the gates. Gates must be kept dosed and locked at all times. Climbing over the fencing or propping open the gates for easy access is prohibited. Handicap access is located on the west side of the pool.
5. Chairs are to be placed back under the tables. Umbrellas are to be lowered and secured with the bungee cords.
6. **GLASS** items are not allowed in the enclosed pool area. All trash and drink containers are to be placed in the provided receptacle. Smoking materials are to be placed in the provided receptacle.
7. No drinks, candy, tobacco, popcorn, gum, alcohol, or food of any kind is permitted in the pool or within 4 feet of the pool's edge.
8. No animals are allowed on the patio area or in the pool area except for "SERVICE" animals.
9. Persons with sore or inflamed eyes, colds, nasal or ear discharges, boils, cuts or other acute or obvious skin or body infections shall not be allowed in the pool.
10. A **Shower** must be taken before entering the pool.
11. Only waterproof suntan lotions are permitted in the pool.
12. If incontinent, wear tightly fitting or plastic pants or a swim diaper. Children that are not toilet trained must wear a swim diaper that is designed for use in swimming pools, such as Little Swimmers.
13. The pool may NOT be reserved for private parties.
14. Please obey all posted Rules and Regulations regarding use of the Pool.