

KRISTIN MANOR HOMEOWNERS ASSOCIATION



RULES & REGULATIONS

Adopted: April 15, 2009

STATEMENT OF GENERAL POLICY

Recognizing the individual property investments of the membership of Kristin Manor Homeowners Association and the positive impact of our common areas, the Board of Directors has adopted these Rules and Regulations effective January 2009. Your cooperation in supporting the spirit of these Rules and Regulations will contribute significantly to the protection of the rights and privileges of all.

The overriding philosophy is to establish guidelines that will maintain the private lifestyle and architectural décor of this community. The Board considers it essential that all members of the Association familiarize themselves with these Rules and the Covenants, Conditions and Restrictions (CC&R's) which are the governing documents of our Association.

The terms and conditions set forth in these Rules and Regulations are binding upon all owners and tenants residing within the boundaries of Kristin Manor Homeowners Association (The Association) and invited guests who might be visiting or using any part of the common or other designated areas.

Your cooperation and compliance with the established rules and regulations enhances the attraction of our community. We appreciate your understanding.

Thank you,
Kristin Manor Homeowners Association
Board of Directors

Below is a summary of some of the points and issues covered in the Covenants, Conditions, and Restrictions (CC&R's) of your Homeowners' Association. The rules and expectations below are to be followed by all Kristin Manor Community. The Board has the authority to enforce these rules.

GENERAL RULES

Homeowners are required to obtain permission from the Architectural Committee **PRIOR TO** making any changes to the exterior appearance of your home or lot (typically, a front yard or open side yard of a lot), including landscaping changes, carriage lights on the garage, concrete pads and sidewalks, etc.

The lot and all landscaping located on the lot must be maintained at all times in clean, safe, neat and attractive condition and repair solely by the owner of the lot, and the owner will be solely responsible for neatly trimming and properly cultivating the landscaping located anywhere on the lot and for the removal of all yard clippings, trash, weeds, leaves and other unsightly material located on the lot.

No ancillary unit, meaning storage sheds, shacks, guest houses, barns, ramadas, cabanas, gazebos, covered patios, or any structures or items of any similar type may be constructed or maintained on a lot higher than the fence line until all plans and specifications are submitted to and approved in writing by the Architectural Committee.

The Association's Master Insurance Policy does not cover residents for their own liability and personal structure and content insurance coverage.

Homeowners are held accountable for their own and/or their tenant's and guest's actions. Violations resulting in damages to Association facilities and/or Common Areas will result in charges being levied to the Homeowner for all repairs of damages.

All complaints/violations shall be submitted in writing to the Board of Directors through Commons Management. See attached violation/complaint form or refer to the HOA website.

COMMON AREAS

Common Areas means all that portion of the real property not located within property lines of a given lot or exclusive use area. Common Areas includes neighborhood landscaping, and community entry landscape. Any damage to the Common Areas will result in clean up or repair fines assessed to your account.

ANIMAL RULES (CC&Rs, Article 3 Section 6)

Animals must be kept either within an enclosure or on a leash being held by a person capable of controlling the animal. It is the absolute duty and responsibility of animal owners to clean up after their animals which have defecated on any portion of the Kristin Manor property including personal yards. All cats and dogs must be licensed and tagged with the identification of the owner's name, address and phone number. Untagged and stray animals are sent to the animal shelter. Noisy animals which are an annoyance to other residents are not permitted. Residents are responsible for any personal injury or property damage caused by their pet(s). The Board of Directors may exercise the right to require removal of any pet which creates a nuisance, including but not limited to excessive noise, barking, running loose, damage, or creating or contributing to unhealthy private or Common Area conditions. Please call County Animal Control for violation of County ordinances.

BASKETBALL POLES

PORTABLE BASKETBALL POLES will be permitted in the community. Portable basketball poles must be kept in an upright position and the ballast must be contained in the attached base and not exposed on top of the base. Portable poles must be maintained in a quality condition that will not detract from the high quality of the community.

PERMANENT BASKETBALL POLES are allowed in the rear yard, provided that they are within the 10' height allowance. Permanent basketball poles or basketball attachments to the existing structure, including, but not limited to, the garage, are not permitted in the front of any house.

ENCROACHMENT

No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of eight (8) feet.

GATES

No owner shall install a gate on any portion of a Lot in order to obtain direct access from such Lot to a Common Area.

HOLIDAY LIGHTS

Holiday decorations may be installed 15 days prior to the holiday and must be removed within 15 days after the holiday. Christmas lights shall not be put up prior to November 1 and shall be removed no later than 15 days after the holiday. Other holiday decorations displayed during different times of the year shall be removed within 7 days after the holiday has passed.

LOT MAINTENANCE (CC&Rs Article 3 Section 8)

The Owners and any occupants of a Lot will at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manor, will maintain the Lot in neat order, and will in no event use the Lot for the storage of materials and equipment, except for normal residential uses that are incidental to the construction and maintenance of improvements thereon as provided herein....

RESIDENT'S CONDUCT

No unit shall be used in such a manner as to interfere with the enjoyment of other residents; nor shall any nuisance be permitted to occur in any lot. Loud noise, stereo or television sound shall not be allowed to reach a level that is objectionable to other residents. Littering of lawns or other common areas with beverage cans, bottles or debris is strictly prohibited. At no time shall patio furniture, BBQ grills, swings, or other patio items be visible on the front of the lot without architectural approval.

RENTAL PROPERTY

It is the owner's responsibility to supply his/her tenants with a copy of the Rules and Regulations and CC&R's which are available from the Management Group or available on the website at www.themariposagroup.net. Click on Communities. You may also purchase a Homeowners' Manual through the Management Group for \$25.00. Owners should understand that they are fully responsible to the Association for the conduct of their tenants, their tenants' guests or the pets of their tenants. An owner should therefore carefully evaluate prospective tenants' ability to accept and abide by the Rules and Regulations. Any costs incurred by the Association in enforcing any of its Rules and Regulations or the Covenants, Conditions and Restrictions (CC&R's) will be assessed to the owner of the lot involved.

SIGNS

ALLOWED IN COMMON AREAS. Owners may be permitted to erect "Open House" and "Garage Sale" signs in Common Areas in accordance with the following rules:

- a. "Open House" signs in Common Areas placed by professional residential Brokerage Company SHALL NOT require Architectural Committee approval.
- b. "Open House" and "Garage Sale" signs in Common Areas which have been purchased or made by an Owner SHALL NOT require Architectural Committee approval; the Architectural Committee SHALL RESERVE THE RIGHT to request reasonable modifications to such signs if deemed appropriate.
- c. Signs in Common Areas SHALL NOT block any sidewalk traffic.
- d. All signs in Common Areas must be placed no sooner than sunrise and removed no later than sunset.
- e. A maximum of three (3) signs may be erected in Common Areas for one (1) event.

ALLOWED ON LOTS.

- f. a. One "For Sale" sign on a Lot placed by a professional residential Brokerage Company SHALL NOT require Architectural Committee approval.
- g. One "For Sale", "Open House" or "Garage Sale" sign on a Lot which has been purchased or made by an Owner SHALL NOT require Architectural Committee approval; the Architectural Committee SHALL RESERVE THE RIGHT to request reasonable modifications to such signs if deemed appropriate.
- h. Signs on Lots SHALL NOT block any sidewalk traffic.
- i. Home protection signs of reasonable size are exempt from the above guidelines.

TRASHCAN

All trash/recycle containers may be on the street curb from 5 pm the night before a schedule container pickup day through 11 pm the day of trash/recycle pickup. **At all other times the containers must be out of view from the street, common area and your neighbor.**

VEHICLE/PARKING VIOLATION – (CC&R Article 3 Section 4)

VEHICLE PARKING - Parking of automobiles is strictly prohibited on any surface other than cement and fines will be levied for automobiles that are parked on gravel side yards and/or front yards.

COMMERCIAL VEHICLE - A Commercial vehicle is defined as any vehicle that is over one (1) ton, and above the height of eight (8) feet, including but not limited to tow trucks, flat bed trucks, delivery trucks or vans, cherry pickers, and semis. Commercial vehicles are not allowed to be parked in driveways or on streets.

RECREATIONAL VEHICLES - Recreational vehicles will be allowed in the community and or on the lot for loading and unloading purposes. The time allowed for loading and unloading is 48 hours.

ASSESSMENT COLLECTION

Regular monthly assessments are set annually and are due the first day of the each month. If the assessment payment has not been received by the 15th of the month, a \$15.00 late fee will be added to the Homeowner's account. Automatic draft is available and can be set up through the Management Company. Online payments can be made using a check, debit or credit card by visiting www.themariposagroup.net, click "Pay Dues". You will need your association coupon in order to complete the online bill pay option.

Kristin Manor's collection procedures to be performed by THE Mariposa Group, LLC (THEMG) when an individual lot Owner becomes delinquent in their assessment payment is as follows:

- A. Letter one: Late notice is sent to Homeowner
(Date Notice to be sent: 15 days delinquent)
- B. Letter two: Delinquent notice is sent to Homeowner
(Date Notice to be sent: 45 days delinquent)
- C. Letter three: Certified Demand Letter (also one by regular mail) sent to Homeowner with 10 day notice of Lien to be filed if not paid \$25.00 charge will be assessed for the certified letter processing fee.
(Date Notice to be sent: 75 days delinquent)
- D. THEMG will monitor the 10 day notice and at the end of the time see if payment has been made.
- E. If payment has not been made, THEMG will notify the association Legal Department and a Lien will be filed against the Owner's lot immediately.
- F. A copy of the Lien will be sent to the Owner.
- G. THEMG will no longer accept checks or funds from the Owner until all costs are paid to the Legal Department along with the assessment, including the Lien Fees. THEMG will not negotiate a settlement. All settlements must go through legal and have the Board or President's approval if payment is less than the total amount due.
- H. All correspondence sent to the Owner by Legal will be noted on the Legal Department monthly activity report to the Association.
- I. The Legal Department will be responsible to maintain a copy of all correspondence relating to the delinquent accounts which have been liened and give THEMG a monthly activity report by the fifteenth (15th) of the month for the previous month's actions.

ENFORCEMENT POLICY

The Board of Directors of the Kristin Manor Homeowners Association has established the following enforcement policy for Rules, Regulations, and Covenant, Conditions and Restrictions (CC&R's) violations, and any applicable monetary fines for continuing violations. This policy was formed following the established law of the State of Arizona, Section 1, Title 33, Arizona Revised Statute, Chapter 17, Planned Communities. The goal of this policy is to protect all of the Members of the Association from excessive costs in enforcing the CC&R's as outlined in the ARTICLES of the legal documents, and to safeguard the value of the Members' properties. The Board may choose to modify this policy on specific cases that require special handling.

FIRST NOTICE – FRIENDLY LETTER

A letter will be sent to the Homeowner by regular mail of the property outlining the violation. The Homeowner will be given at least fifteen (15) calendar days to bring the violation into compliance.

SECOND NOTICE – WARNING LETTER

The second letter will again define the violation and notify the Homeowner by regular mail that in the event the property is not brought into compliance within at least fifteen (15) calendar days, a fine may be assessed to their association account. The notification letter will offer an opportunity for a hearing with the Board of Directors.

THIRD NOTICE – \$25.00 FINE LETTER

The third letter notifies the Homeowner by regular and certified mail that a fine has been assessed against them, and that if the violation continues for an additional time period of at least fifteen (15) calendar days, an additional fine will be assessed. The letter will offer an opportunity for a Hearing with the Board of Directors.

FOURTH NOTICE – \$50.00 FINE LETTER

The fourth letter will notify the homeowner by regular and certified mail that an additional fine has been assessed to their account. Continued non-compliance will result in additional fines. The letter will offer an opportunity for a hearing with the Board of Directors.

FINAL NOTICE – \$100.00 FINE LETTER

This last and final notice notifies the homeowner by regular and certified mail that an additional fine has been assessed to their account. Continued non-compliance will result in additional fines assessed to your account every week until the condition has been corrected in the time period specified in the letter. **NO FURTHER NOTICES WILL BE MAILED.** The Board of Directors may decide to turn this matter over for legal action and legal costs will be assessed against the homeowner account. This letter will offer an opportunity for a hearing with the Board of Directors.

HEALTH, SAFETY, AND WELFARE: Immediate action will be required on any violation that affects the health, safety, and welfare of the Association or Association Members.

* Before any fines are levied against anyone, all violations will be verified. The Board has also provided all Homeowners with the right to appeal any infraction that they may receive.

* All fine letters are mailed regular and certified mail. A \$25.00 charge will be assessed to your account to cover the certified mail costs & processing.

VEHICLE/PARKING NOTICE

Parking notices will be given seven (7) days between each step to comply before the homeowner is fined. The letter will offer an opportunity for a hearing with the Board of Directors.

DESCRIPTION	FIRST NOTICE	SECOND NOTICE	CONTINUED OFFENCES
VEHICLE VIOLATION			
Boat, Trailers, RV's	Warning **	\$50.00 *	\$100 * or Tow
Unauthorized Vehicle Parking	Warning **	\$50.00 *	\$100 * or Tow
Disabled Vehicles	Warning **	\$50 * or Tow	\$100 * or Tow
Unauthorized Vehicle Repair	Warning **	\$50.00 *	\$100 * or Tow

** Warning may be in the form of a window sticker on vehicle

* *Before any fines are levied against anyone, all violations will be verified. The Board has also provided all Homeowners with the right to appeal any infraction that they may receive.*

* *All fine letters are mailed regular and certified mail. A \$25.00 charge will be assessed to your account to cover the certified mail costs & processing.*

VIOLATION HEARING/APPEAL PROCESS

Grievances (Statement of Defenses) arising from, or an appeal of, any enforcement Action and/or Assessment must be addressed in writing to the Board of Directors of the Association, dated and signed by an Owner, and forwarded to the Association within (14) calendar days of receipt of the formal notice of violation. Upon receipt of a request for a hearing, the Board shall set a date and time to hear the Owner's grievance, and the Board will provide notice to the Owner at least seven (7) calendar days prior to the date of the hearing. Decisions of the Board are final in all cases.

When a violation notice is sent to a homeowner, the notice includes a statement notifying the homeowner that they have the "RIGHT OF APPEAL".

When a homeowner 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 (10) days of the date of the fine notification (violation letter).

Appeals shall demonstrate **extenuating circumstances** which require deviation from the CC&R's and/or guidelines.

Appeal 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, which does not meet the above requirements, shall be heard by the Board and shall be considered **DENIED**.

The homeowner appealing the violation will be given written notice that the appeal is scheduled.

The appeal shall be held in Executive Session.

The Board President will introduce all parties.

Homeowner will have the opportunity to be heard for 10 minutes as part of the appeal process.

The homeowner who is appealing will be asked to state their case and present any documentation that is applicable.

Each Board Member will have the opportunity to ask the homeowner specific questions regarding the appeal.

Upon completion of the questions and answer period, the Board 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 homeowner of the Board's decision within (7) working days.

If the appeal is denied, the homeowner must bring the violation into compliance within (10) days. If the violation still exists after (10) days, the homeowner will be fined \$100.00 every (10) days until the violation is corrected. In addition, the Board of Directors may seek legal action to remedy the violation. All costs of legal action will be billed to the homeowner and collected in the same manner as assessments.

**KRISTIN MANOR
MEMBER COMPLAINT DECLARATION**

Mail To: 3150 N. Arizona Ave., Ste 107 * Chandler, AZ 85225
Fax To: (480) 545-1743 or Email To: info@themariposagroup.net

Per newly revised Arizona law (A.R.S. § 33-1242 and A.R.S. § 33-1803) any complaint related to a violation lodged with the Association will NOT remain anonymous. The person complaining of the alleged violation must state his/her first and last name, the date the violation occurred and the provision of the Community Documents allegedly violated. The new law requires that this information must be sent to the party who is accused of the violation.

Address of the property allegedly in violation of the Association's Governing Documents:

Nature of the violation(s) and provision of Governing Documents Violated:

First and Last Name of person who observed the violation:

Date(s) the violation(s) were observed:

I have personal knowledge of the facts contained in this Declaration. I am competent to declare the facts contained in the Declaration. If requested, I agree to appear and testify in an adjudicatory proceeding to the facts contained in this Declaration. I further agree to appear and testify without being served with a subpoena.

Signature

Date

Address

Phone Number or other contact information