

LAKE PARK VILLAGE 1
RULES AND REGULATIONS

PREFACE

Living in a Condominium can be a rewarding experience, both joyous and profitable, especially in ours, which we consider to be one of the finest. With this in mind these Rules and Regulations were compiled by your Association pursuant to the Homeowners Association Bylaws, for the purpose of protecting your property, its value, and making this a more pleasant place to live. Your cooperation is essential, however, we do not have a rule for every situation so we must always be considerate of our neighbors. The rules of good citizenship and morality shall apply at all times.

The Board of Directors of Lake Park Village I Homeowners' Association (the "Association") is specifically authorized (pursuant to Paragraph 6.12 of the Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Declaration") for Lake Park Village I Homeowner's Association) to promulgate rules and regulations to regulate the conduct of owners, tenants and friends of both with respect to the utilization of the property and of the conduct of other owners.

Homeowners have been provided with copies of the Covenants, Conditions, and Restrictions (CC&R's) and Bylaws of the Homeowners Association. We urge you to read both these documents since they set forth in complete and detailed form the rights, duties, and obligations of each Homeowner. The enclosed rules supplement and/or more clearly define portions of the CC&R's and Bylaws. If CC&R's and Bylaws have not been received, they are available from the Realtor who assisted in the purchase of your home. Please read the Rules and Regulations carefully and be sure that you understand them fully.

1. RESCISSION

These Rules and Regulations rescind and replace all previously approved and promulgated Lake Park Village I Rules and Regulations.

2. POOL AND RECREATION AREA RULES

(a) CLOSING HOURS: Pool -Sunday through Thursday 11:00 pm to Dawn
- Fridays and Saturdays 1:00 am to Dawn

(b) Use of the recreation area is restricted to owners and/or tenants and their sponsored guests. Our pool and recreation building are designed and maintained primarily for the exclusive use of the resident homeowners and their occasional guests. Repeated and/or excessive use by nonresident relatives, guests, etc. is not permitted.

(c) Breakable items especially (but not limited to) beverage bottles and glass containers, are prohibited in the pool and patio area.

(d) Children under the age of 14 must be accompanied by an adult at all times.

(e) No more than two (2) guests or one guest family, per unit, are permitted without specific permission as outlined in item (s).

- (f) Radios or TV's may be used on a limited basis. Please keep the volume low so that you do not inflict your audio preferences on others and if requested to reduce the volume, please do so.
- (g) Patio furniture is for use in the recreation area and shall not be removed or used improperly.
- (h) No running, pushing, scuffling or horseplay is permitted in the recreation area.
- (i) Showers must be taken before entering the pool.
- (j) Proper bathing suits must be worn at all times when using the pool. No cutoffs allowed; the threads clog the filter. Children in diapers should not be in the pool.
- (k) No sun tan oil is allowed to be used when bathing in the pool. This oil is a constant problem with the pool filter cleaning systems. Only water soluble sun block and tanning lotions are allowed. We are trying to keep your water clean and acceptable and your assistance in this area is greatly appreciated.
- (l) To prevent damage or clogging of filters, please remove all hairpins, hair accessories, jewelry or other small objects prior to using the pool. Only toys designed for pool use are allowed. Please use common sense.
- (m) Anyone having skin disease, open sores, nasal or ear discharge, etc. **must** stay out of the pool.
- (n) Persons using pool or recreation area do so at their own risk. (There is no life guard on duty)
- (o) Dry with towels and wear slippers before entering clubhouse.
- (p) Check that the gate to the pool area you use is shut and locked when leaving the pool area. The gate should never be left open / unlocked per state and local laws.
- (q) Help police the area: take your trash with you and clean dirty ashtrays before you leave. Do not throw cigarette butts in the shrubbery beds.
- (r) Pets are not allowed in the pool or pool area.
- (s) The Association reserves right to deny use of pool and recreation area to anyone at any time.

3. COMMON AREAS

(a) Common areas are groomed by personnel on the property during the week. To keep the area neat, residents must help. If you see a pop can or other debris in the common area, pick it up and put it in a trash can. Your thoughtfulness will be appreciated.

(b) Balconies, patios and yards must be maintained in a neat and clean manner.

(c) Recreational use of motorized vehicles or skate board riding is not permitted in common areas or walkways.

(d) Sports activity in the common areas:

The paved and non-paved areas of Lake Park are relatively small and close to buildings, landscaping, and parked cars. Playing sports that involve a ball or other moving object has caused damage to cars, building fixtures (like lights), flowers, trees and shrubs. More important, thrown or struck balls can endanger people and pets that share the common area. There are parks nearby designed for those activities.

Therefore, games, sports, and other activities that involve a thrown or struck ball or other object are discouraged within Lake Park and any damages to the common elements as a result these actions will be assessed to the units involved. Visible sporting equipment such as basketball hoops, golf nets and similar items are prohibited in the common elements.

(e) Residents, owners and repairmen are permitted to walk on unit and garage roofs to install, maintain or repair the heat pump and/or television reception devices. However unnecessary foot traffic can result in eventual roof damage and is not allowed.

(f) Residents may not sunbathe on their unit or garage roofs.

(g) Garage doors must be kept closed when the garage is not in use.

(h) Parking spaces allocated for each unit may be used for minor automotive repair or vehicle washing. All the streets are designed to drain into the lake and moat, therefore it is **absolutely imperative not to allow** solvents, motor oil or other polluting chemicals to flow into these bodies of water. The lake and moat contain fish and waterfowl that are protected by the State Game & Fish Department. Contaminating the lake or moat violates a number of Federal and Arizona laws.

(i) For health and liability reasons, there is no swimming or wading allowed in either the lake or moat

4. NOISE CONTROL

Residents shall not engage in any activity which produces noise levels considered offensive and undesirable by other residents.

5. SPECIAL USE OF THE CLUBHOUSE

(a) The clubhouse may be reserved by a homeowner only, for special occasions, by a request to the management company accompanied by a \$250.00 security deposit and a \$25.00 per day rental. Tenant requests must be made via the homeowner.

(b) Rental of the Clubhouse shall be subject to all terms and conditions outlined in the lease agreement document provided by the Management Company. This reservation shall not include exclusive use of the pool which shall, at all times, remain available for the use of other residents, their families and guests.

(c) Homeowner and/or resident association gatherings shall not be limited by number nor shall there be any rental charge.

(d) All reservations must be made by an adult resident who must arrange for a clean-up inspection by the management company. The cost of clean-up and damages shall be deducted from the security deposit, and if the total of these costs exceeds the security deposit, the resident and homeowner shall be held financially responsible for his or her group at all times.

(e) All parties must terminate by 12 midnight.

(f) There will be no swimming parties without prior approval.

6. ARCHITECTURAL CONTROL:

(a) All homeowners are required to submit to the Architectural Control Committee plans for any exterior changes to their unit.

(b) All homeowners must submit landscaping plans including any water delivery system (except ones temporarily attached to the hose bib) prior to installation in their courtyard and patio areas, in accordance with 6.09 of the CC & R

(c) Failure to submit these plans for approval may cause the Association to remove said changes at the expense of the homeowner.

(d) In a condominium or homeowner association the condition and appearance of the property depends largely on how the homeowners take care of the property. It is a joint effort and each homeowner should do his or her share in making sure that they are not the cause of an unsightly project.

(e) All letters of complaint or architectural control approval plans should be submitted to Lake Park Village Homeowners Association through the Management Agent whose address is posted on the bulletin board adjacent to the mailboxes.

(f) There has been serious damage to building structures stemming from the installation and use of misting systems by homeowners. From March 5, 2015 forward homeowners will not be allowed to install, temporarily or permanently, water delivery systems (e.g., tubing, piping, nozzles) that are intended for use as misting systems on the exterior of the building. After one warning, these systems will be removed by the association at the expense of the owner.

Homeowners that have existing systems that have been approved with an Architectural Control Request may retain their systems. However, it is encouraged to discontinue their use and to remove them at the earliest convenience. After removal the homeowner must repair any alterations to the building exterior made to install/use the system (e.g., fastener holes) to prevent future environmental damage.

If damage to the common elements occurs as a result of these systems, the repairs will be charged to the homeowner in accord with the condominium declaration.

7. ASSESSMENTS.

(a) Authorization for the determination and collection of regular and special assessments, by the Board of Directors, are defined in Paragraphs 13, and 13.01 through 13.05, of the CC&Rs.

Owners' obligation and due dates for the payment of these assessments are defined in Article 3:11, of the BYLAWS.

(b) Assessments are applied in two ways, "Monthly" and "Special or Supplemental", which are further defined below;

(1) Regular assessments and the due dates of such assessments shall be as outlined in Article 3:11 of the Bylaws

(2) Special or Supplemental assessments are authorized by the Association to meet expenses when there is an inadequacy of budgeted funds to meet expenses for any reason to include emergency requirements. Payment of a Special assessment can be allotted in an equal amount to each homeowner in the following manner.

- a. A Supplemental assessment may be prorated between each homeowner for the remaining months of the year and becomes due the 1st day of the month and becomes delinquent if not paid before the 25th day of each month.
- b. A one-time Special assessment may be prorated between the homeowners and becomes delinquent if not paid within 10 days of the due date prescribed by the Board.

(c) Any Monthly assessment installment not paid in full by the date of delinquency prescribed above will be charged a late fee of twenty (\$20.00) dollars.

(d) Any Special assessment not paid in full by the date of delinquency prescribed above will be charged a late fee of five (\$5.00) dollars.

(e) In addition, an interest charge of 10% per annum may be levied on any delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association.

(f) The Association may file and record a notice of any delinquency together with a Notice of Lien on the owner's unit as prescribed in paragraph 13,05, of the CC&Rs.

8. REQUIREMENTS

(a) Voting rights and the right to use the recreational facilities including the clubhouse shall be suspended for a homeowner, their tenants and/or guest (s) during any period which any assessment against the homeowner remains unpaid.

(b) Such rights may also be suspended for a period not to exceed 60 days for infraction of the CC&R's, Bylaws, or Rules and Regulations and a fine, as defined in Section 17 of these Rules and Regulations, may be levied upon the homeowner.

9. TRASH CANS AND RECYCLE CONTAINERS.

Trash cans and recycle containers may be set out for collection as early as dusk on the night prior to collection, and must be withdrawn and be hidden from view by midnight of the day of collection. (Note the City of Mesa designates the normal collection days).

10. PETS.

(a) Homeowners or renters are **not** permitted to maintain more than two (2) commonly recognized domestic and household pets.

(b) The Board specifically prohibits the keeping of any animal commonly recognized as dangerous, including (but not limited to) pit bulls and pit bull mixes, Chows, Dobermans, Presa Canario, Rottweillers, Akitas and canine breeds in excess of 67% wolf.

(c) No pets shall be permitted to run free at any time (whether or not in the company of an owner or handler).

(d) All pet excrement must be cleaned up immediately by any owner or handler walking the pet.

(e) No pets are allowed in the Pool or Recreational areas at any time.

(f) If any animal creates a noise problem to other owners by barking or otherwise, the Board shall direct the owner of the offending animal causing the problem to be corrected; and, if the problem is not corrected, the Association shall have the power to require the owner to dispose of the animal or maintain it elsewhere.

(g) All owners shall indemnify the Association and Board and hold them harmless from and against any and all claims or damages of any kind or character whatsoever arising from or growing out of having any animal in the project.

11. TELEVISION SATELLITES & ANTENNAS

(a) Definitions:

A satellite dish is designed to receive direct broadcast satellite service.

An antenna is designed to receive television broadcast signals.

(b) Size:

They shall not exceed 39 inches in diameter or diagonal measurement.

(c) Installation:

They may be installed on the garage or main building roof, however, satellite dishes, antennas and their associated cable or wiring shall not be visible from ground level. There should be only one cable entry into the building and all cables with the dish must be painted to match the building.

(d) Financial Responsibility

Homeowners will be held financially responsible for any necessary repairs to the roof as a result of any installation.

(e) Approval:

Installation that requires dishes, antennas, cables or wiring to be visible from ground level must be approved by the Board.

For all other installations, the Board must be notified that a dish or antenna has been installed and its location.

12. PARKING:

(a) All residents must park their vehicles in their garages or the two spaces allocated for their unit.

(b) There shall only be one vehicle parked in each parking space. For safety no part of the vehicle may extend beyond the length of the island curb (i.e. into the roadway).

(c) No resident may park a vehicle overnight in the spaces reserved for visitors or clubhouse parking.

(d) No owner, resident, lessee, invitee or other person shall park, store or maintain in or on the project any boats, trailers, campers or other vehicles not customarily used for personal, non-commercial transportation. Temporary parking of the aforesaid vehicles for the purpose of loading or unloading is allowed, but shall not exceed four hours within any 48 consecutive hour period.

(e) Vehicles in an inoperable state or that aren't registered, or that have not been moved for four days and are in an unauthorized parking space, will be considered abandoned and will be subject to towing at the resident's expense.

(f) Homeowners will be held responsible for violations of parking rules by their renters. The Board shall have the authority to have the vehicle towed from the premises or immobilized with a "boot" in accordance with Section 17 (d) of these Rules and Regulations.

13. VISITOR PARKING PERMITS

Visitor parking permits are intended for guests staying with a resident for a short time – generally two weeks or less – not for residents or frequent overnight visitors.

(a) Cars parked in "Visitor Parking" at any time of the day for more than three days consecutively or parked overnight for more than four days in any four-week period will be required to have a permit issued by the Lake Park Homeowners Association through the management company. Moving the car at some time during the day does not negate this rule.

(b) Permits will be issued for a specific period of time. The permit will indicate the duration, the vehicle license number and the owner.

(c) Visitor parking areas will be inspected daily by the Parking Committee who are empowered to issue "Friendly Reminders".

(d) A vehicle parked in "Visitor Parking" at any time of day for four consecutive days, without a permit, or five times in any four-week period may be towed or immobilized in accordance with Mesa City Code, Title X, Chapter 9.

(e) When the clubhouse is rented for an activity, the four clubhouse parking spaces are reserved for the renter. At all other times they may be used for visitor parking. For safety because these spaces extend farther into the street than others, no part of a parked vehicle may extend beyond the end of the painted lines.

14. LEASING OR RENTING

(a) If you intend to lease or rent your home, please make sure the resident or leasing agent has copies of the Lake Park Village Rules and Regulations.

(b) During the period that a condominium is occupied by a tenant other than the owner, the tenant is the area resident with the exclusive rights to use of the facilities. Be sure your tenant reads, understands, and abides by the rules as you will be held responsible for ensuring their compliance.

(c) All homeowners shall notify the management company whenever they lease or rent their unit and provide the information requested on the Owner / Tenant Information Form. This is for the protection of the owner as well as that of the Association. Association will charge \$25 to obtain this information for each time the tenant changes. The landlord has up to 15 days after the postmarked request, to pay this amount. If a landlord does not provide this information completely, accurately, and in a timely manner the association may impose a fine of \$15.

(d) It is the homeowners' responsibility to insure all equipment is usable and the unit is in livable condition. We cannot assist a renter if problems arise before or after they move in.

(e) The association prohibits any level 2 or level 3 sex offenders from renting in the community. It also requires that landlords ensure the units are not used for criminal activities like prostitution and drug trafficking and authorizes the association to sue landlords that neglect these duties.

15. PROCEDURE

In connection with the administration of these Rules and Regulations, the following shall apply:

(a) If you find a neighbor ignoring a rule, remind them of the rule. Not only must every resident follow the rules, but all residents must enforce the rules.

(b) If a neighbor doesn't put away their trash container, ask them to do so.

(c) If your neighbor is away on vacation, pick up their newspapers.

(d) Thank the pet owner who you see picking up after their pet for being a good neighbor. If they don't clean up their pet's waste, ask them to do so.

16. COMPLAINTS

(a) Complaints regarding the management of the project or its property, or regarding actions of other homeowners shall be made **in writing** to the Board.

(b) All reports of alleged violations shall be considered confidential, unless otherwise required by law.

(c) The managing agent's telephone number is posted on the bulletin board adjacent to the mailboxes. Board member's telephone numbers or unit numbers will be posted at the discretion of the individual Board member.

17. ENFORCEMENT

The procedure for enforcement of these Rules and Regulations shall be as follows:

(a) First Offense (1st notice)

When the Board becomes aware of noncompliance of a rule or regulation by the owner, occupant, guest or tenant, it shall send a letter to the owner or occupant of record advising of the violation and warning that strict compliance with these Rules and Regulations will be required.

(b) Second Offense (2nd notice)

If a second report is received that a violation has been repeated or has been continued beyond the time specified in the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the homeowner. The fine for a second offence may be up to Twenty-five dollars (\$25.00). Notice of a second violation and fine shall be sent to the owner by mail.

(c) Third Offense (3rd notice)

If a third report is received that a violation has been repeated or has continued beyond the time specified in the second notice, the owner may be assessed up to a fifty dollar (\$50.00) fine following verification of the violation by the Board. Notice of the third violation and fine shall be sent to the owner by mail.

(d) Fourth Offense

Constant repeated offences may result in the Board seeking injunctive relief or taking other measures as provided for in the Declaration, the Bylaws or these Rules, including the towing or immobilizing of vehicles. The Association may enforce fines by its lien rights set forth in the Declaration or any other rights allowed by law.

(e) All notices required under these rules and regulations shall be served by regular U.S. Mail to the address of the homeowner as provided to the Management Company. Notice is considered given upon placement of the notice in the U.S. Mail.

18. HOMEOWNER'S RESPONSIBILITY

Homeowners are responsible for ensuring the compliance with all Rules and Regulations, and Covenants, Conditions and Regulations, and the Bylaws of the Association by their guests and tenants, as well as their tenants' guests. Homeowners are responsible for any fines assessed as a result of their actions, those of their guests, tenants, or tenants' guests.

19. EXEMPTIONS

Any homeowner may appear before the Association, at any monthly meeting, to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

20. INCONSISTENCIES

In accordance with provisions of paragraph 25.05, Second Amendment to Declaration of Covenants, Conditions and Restrictions (CC&Rs), and Article X, BYLAWS, any inconsistencies found between these Rules and Regulations and Arizona Revised Statutes, or CC&Rs and BYLAWS of the Association, shall be null and void, but all other Rules and Regulations herein shall remain in full force and effect.

21. APPROVAL

The Board of Directors (LPV HOA), with the approval by a majority vote of the Association Membership recorded on March 2, 2016, hereby adopts these Lake Park Village I “Rules and Regulations” effective this Second day of March 2016.

CERTIFICATION

I hereby certify that I am the duly elected Secretary of the Lake Park Village I Homeowners' Association and that the foregoing Rules & Regulations were duly approved by a majority vote of the Association Membership on the 2nd day of March, 2016.

Karen Dobel, Secretary
Karen Dobel, Secretary