

INTRODUCTION TO THE SUMMER 2005 RE-ISSUE
Sunrise Mountain View Estates Homeowners Association
(Updated 1/14/2018 to include ByLaws adopted Feb 2016)

This document package contains the CC&Rs, By-Laws, and Rules and Regulations for the Sunrise Mountain View Estates (SMVE) Homeowners Association.

The CC&Rs (Conditions, Covenants & Restrictions), originally prepared by Fairfield in 1986, are quite lengthy and contain much extraneous material which refers principally to the original Fairfield development, located east of Craycroft Road. Consequently, only selected excerpts of the CC&Rs which are most relevant to current SMVE Homeowners have been extracted and consolidated here. The unabridged CC&Rs are on file with the Pima County Recorder's Office.

The By-Laws, also prepared by Fairfield in 1986-88, can be amended by vote of the Homeowners, provided that such changes do not conflict with the CC&Rs. The Homeowners approved a replacement set of ByLaws at the February 2016 annual meeting.

The Rules and Regulations were originally prepared by Fairfield and have been modified over the years by the Board of Directors. They can be amended either by the Board of Directors or by vote of the Homeowners. **Current operational forms** for the Association are included at the end of the Rules and Regulations section. Committee chairs may use these or similar forms in the execution of their duties. Homeowners are urged to complete and submit the appropriate forms as needs arise, whether photocopied from this document or provided by a Committee member.

Following this **Introduction**, there is a **Table of Contents** in Article and Section order. Items in {curly brackets} indicate headings or text that were not originally in the approved documentation, but were added subsequently to make it easier for current homeowners to find information. As a further reference aid, an alphabetical **Index** is provided at the end of the complete package.

Important Notice to Homeowners with Tenants: There have been situations where tenants have violated CC&Rs, By-Laws, or Rules and Regulations, resulting in fines being imposed on the Homeowner. We recommend that these documents be incorporated into any lease arrangement so that your tenant is bound by them and will be obliged to pay any fines imposed for such violations. Nonetheless, violations committed by Homeowners' family members, agents, employees, tenants, or any others acting on behalf of the Homeowner shall be attributed to the Homeowner and all fines imposed shall be the Homeowner's responsibility.

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CONDITIONS, COVENANTS & RESTRICTIONS - Selected Excerpts
Sunrise Mountain View Estates Homeowners Association

ARTICLE III: MEMBERSHIP

Every person who is an Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Only persons who own Lots shall be members of the Association.

ARTICLE IV: VOTING RIGHTS

Section 1: {Per Lot}

Each Owner, including the Declarant, shall be entitled to one (1) vote for each Lot owned, except that there shall be but one (1) vote for each Lot, whether the same is owned by one (1) person, by a husband or wife, by joint tenants, or any other form of ownership. Co-Owners must agree on the vote and if they cannot agree, the vote shall be pro-rated among them.

ARTICLE VIII: ASSESSMENTS

Section 1: {Association's Power to Levy Assessments}

The Association, through the Board of Directors, shall have the power to levy annual regular assessments and special assessments and to determine the date payment of said assessments are to be paid and to collect delinquent assessments by action of law, or otherwise, from the Owners. Payment of said assessments shall become delinquent ten (10) days after the due date. All delinquent assessments shall be a lien on the Lot of the Owner who fails to pay them and shall bear interest, from the date of default until paid at the rate of two percent (2%) per annum above the prime rate of interest charged by the Arizona Bank for short-term loans to its most creditworthy customers at the date of default or judgment, whichever interest rate is higher. The duty of an Owner to pay these assessments is absolute and is not affected by any claim the Owner may have, or believes he has, against any other person, including the Declarant or the Association, nor is the duty affected by any irregularity in the manner or timing in which the notice of assessment is given. Moreover, sale of the property shall not relieve the Owner from the duty to pay the pro-rata share of annual dues assessments for any portion of a year which he owns the premises and he shall remain jointly and severally liable for said past dues and/or assessments as with the new Owner.

ARTICLE XI: OWNER'S RESPONSIBILITIES

Each Owner shall be responsible for all costs and expenses relating to his Lot and any improvements thereon, including but not limited to, his Lot's utility costs, ad valorem taxes and appliance repairs, including appliances within his own residence, and roof maintenance and repairs for his residence. In addition, each Owner shall be responsible for all exterior maintenance or repairs for buildings, fences, walls, trees, shrubs, grass,

walks and other exterior portions of structures on his Lot, including fences, except in conformance with this Declaration. If a roof must be repaired or replaced, it shall conform to the same architectural design and style as the original roof. Each Owner shall be responsible for assuring that all construction, alteration, modification or addition to buildings, walls, fences, copings, roads, driveways, or other structures on his Lot conform to the Use Restriction of Article XIII herein. If an Owner fails or refuses to remove or upgrade such item(s), the Association may, in its sole discretion, remove the non-conforming item, and the cost of the removal shall be added to and become part of the assessment to which his Lot is subject, and collected in like manner as delinquent assessments.

ARTICLE XII: ARCHITECTURAL COMMITTEE

Section 1: {Composition}

The Architectural Committee shall be composed of a minimum of three (3) members appointed by the Declarant or by the Board of Directors. The Committee may designate a representative to act for it. Members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant. Designated representatives of the Committee shall be entitled to compensation to be paid by the Board of Directors.

Section 2: {Rights and Responsibilities}

All architectural matters within the Properties shall be governed by an Architectural Committee, except as otherwise provided herein. The Architectural Committee shall have the exclusive right, exercisable in its sole discretion, to promulgate and amend written rules and regulations on construction and approve plans, specifications and plot plans. Such rules and regulations shall not be in conflict with any provisions in this Declaration. All decisions of such Architectural Committee are final.

Section 3: {Approval Procedures}

Prior to making any improvements or adding any structures, whether such improvements or structures be initial improvements or structures or later alterations, modifications or other changes, all Owners shall be required to obtain the written approval of the Architectural Committee. The Owner shall submit to the Architectural committee two (2) complete sets of plans for the proposed improvements, specifications (including exterior color schemes) and plot plans which shall include the location of dwellings. Approval of the plans and specifications shall be evidenced by the written endorsement of the Architectural Committee made on the plans and specifications. A copy of the endorsed plans shall be rendered to the Owner of the Lot proposed to be improved prior to the beginning of any construction. One (1) set of plans and specifications shall be retained by the Architectural Committee. No changes or deviations in or from the plans and specifications, insofar as the exterior of the proposed improvements are concerned, shall be made without the written approval of the Architectural Committee. After construction is completed, no changes shall be made, including no change of exterior color, without the written permission of the Architectural Committee.

For purposes of this Article, architecture and improvements shall be deemed to include, but not limited to, structures, fixtures, radio antennae, television antennae, satellite stations or dishes, walls, fences, copings, awnings, sunshades, flagpoles, landscaping and any and all other related matters.

Section 4: {Plan Requirements}

All plans must meet the following minimum criteria and such further criteria as the Architectural Committee promulgates:

(a) be in accordance with the provisions of this Declaration and written rules and regulations of the Architectural Committee, and not involve material changes to models designed or built by Declarant without specific waiver of this subsection by the Architectural Committee, such waiver being at the absolute discretion of the Architectural Committee;

(b) the location, style of architecture, exterior color schemes, height, and location of exterior lights, shall all be in harmony with the general surroundings of the buildings or structures in the Properties or proposed buildings or structures on any Lot subject to these covenants;

(c) be in sufficient detail to permit the Architectural Committee to make their determination; and (d) to be complete and ready for submittal to obtain a building permit from Pima County. The Architectural Committee shall either approve or disapprove said plans and specifications within thirty (30) days from receipt thereof.

Section 5: {Approval Time}

If the Architectural Committee shall fail to approve or disapprove such plans and specifications within thirty (30) days after receipt thereof, the provisions of this paragraph shall be deemed waived.

Section 6: {Fees}

The Association may charge each applicant for architectural approval a fee which shall be paid to the Committee or its designated representative. The fee shall not exceed two percent (2%) of the estimated cost of the improvements for which approval is sought.

Section 7: {Disclaimer}

Neither the Declarant nor the Architectural Committee shall be responsible in any way for any defects in any plans or specifications submitted in accordance with the foregoing, nor for any structural defects in any buildings or structures erected according to such plans or specifications.

Section 9: {Conflicts of Interest}

In the event a conflict of interest arises wherein a member of the Architectural Committee wishes to alter, remodel, and/or add to his existing structure, a substitute member shall be appointed by the Board of Directors to the Architectural Committee to,

in conjunction with the remaining two (2) members of the Committee, approve or disapprove said plans and specifications.

ARTICLE XIII: USE RESTRICTIONS

Section 1: Land Use and Building Type

a. No improvement or structure whatever, other than a first-class private dwelling house, patio walls, swimming pool and customary outbuildings, garage, carport, servants' quarters or guesthouse, may be erected, placed or maintained on any Lot on said property. First-class materials and workmanship are required. It should be understood that the Architectural Committee or Agent will base its final approval on the combined material usage, since even normally acceptable material may be improperly designed and incorporated into the structure.

Structural work shall be in accordance with the Uniform Building Code as adopted by the County of Pima. Electrical and mechanical work shall conform to all applicable local and national codes.

Generally, homes and improvements should be designed so that no exterior facade encompasses more than one (1) type or period of architecture. The Agent is instructed to reject those houses with a "tract" appearance. Notwithstanding the above, the Architectural Committee may in its sole discretion decline to approve structures including room additions, carports, garages or outbuildings where the style, site location, or other details of appearance or structure are out of harmony with the existing or planned character of the Properties.

b. All building structures, fences, ledges, improvements or appurtenances of any nature shall be in compliance with the setback requirements of County of Pima, including but not limited to, the front, side and rear setbacks; the same must be approved by the Architectural Committee before the commencement of any construction. No fence or wall may exceed six (6) feet in height. Any planting used to form a hedge will be subject to the same setback and height requirements as applied to a fence or wall. In determining the height of a wall or other such item, the natural ground level shall be used.

c. Mechanical and electrical equipment to be installed by the Owner, other than Declarant in the original construction, shall, within reason, be concealed from the view of any adjoining street front or Lot. Included within this restriction are air conditioning, evaporative coolers and pool pump or heating equipment. No such equipment shall be permitted to remain exposed at the side or rear of any Lot unless reasonably concealed by planting or fence.

Notwithstanding the above, equipment or other improvements originally installed by Declarant, or later replaced or repaired, shall be acceptable without the necessity of screening. {As amended Dec. 15, 1986}

d. Bare concrete walls and chain link fences are prohibited.

e. No "river run" gravel or roll-type roofing will be acceptable unless concealed by parapet walls. Marble chips, asphalt shingles, galvanized or aluminum roofing will not be approved.

f. Walls: Subject to approval of the Architectural Committee, matte or textured face brick, mortar-washed local brick, slush joint brick, hard-burned adobe, slump block, split face block, stone or stuccoed masonry walls are generally acceptable for improvements or additions. Wood frame exterior walls, stuccoed or wood-sheathed, will only be approved if architectural treatment, size of residence or other extenuating features add merit enough to make the residence a desirable addition to the neighborhood. If approved, frame stucco construction shall conform to the following specifications established by the Declarant or the Architectural Committee: The exposed exterior surface of any building wall, retaining wall (exceeding 16" in height), or patio wall which is constructed of plain or colored standard CMU (concrete block), pumice block, cinder block or any similar material, shall be stuccoed in such a manner as will permanently conceal the nature of such construction. At least seventy-five percent (75%) of the area of exterior walls of buildings (exclusive of glass areas) must be constructed of masonry. In general, walls must be constructed of the same materials used in the construction of the principal residence and original improvements placed on the Lot by the Declarant.

g. No gaudy colors will be acceptable. Earth tones are recommended. All surfaces and materials to receive paint shall be covered completely. A first-class result is desired and stipulated. All vents shall be painted to match the color of the roof. Selection of paint colors must be made prior to approval of the plans.

h. All exterior lights must be located and maintained so as not to be directed toward or interfere with surrounding properties or the common area, including streets.

i. No business use shall be made of any Lot, and no building or structure intended for or adapted to business purpose, and no apartment house, duplex, lodging house, rooming house, hospital, sanatorium or doctor's office, multiple family dwelling or other similar structure or use shall be erected, placed, permitted or maintained on said property, or on any part thereof. No room or rooms in any residence on said Lots shall be rented or leased; nothing in this paragraph shall be construed as preventing the renting or leasing of an entire Lot, together with its improvements. However, no Lot may be rented for a hotel or transient purpose, which shall be construed to mean for a period of less than thirty (30) days, nor shall any lot be rented to other than a family as defined by the Pima County Zoning Code.

j. Any or all of the restrictions of this section are subject to waiver by the Architectural Committee, and any such waiver may apply at the option of the Architectural Committee to fewer than all of the Lots without waiver or such restriction as to any other Lot or Lots.

Section 2: No Temporary Building or Trailers

No temporary house, house trailer, motor-home, tent, garage, camper, boat or outbuilding of any kind shall be placed or erected upon any part of the Properties for use as living quarters. No residence placed or erected on any Lot shall be occupied in any manner at anytime prior to its being completed in accordance with approved plans, as hereinafter provided, nor shall any residence, when completed, be in any manner occupied until made to comply with all requirements, conditions and restrictions set forth herein; provided that, during the actual construction or alteration of a building or buildings on any Lot, necessary temporary buildings for storage of materials, etc., may be erected and maintained by the person doing such work. The work of constructing, altering or remodeling any building on any part of the Properties shall be prosecuted diligently from the commencement thereof until the completion thereof.

b. No garage or other building or structure shall be erected, placed or maintained on any Lot until the construction and completion of the principal residence thereof, except that the necessary outbuildings, garage or other structures relating to the main residence may be simultaneously constructed, and nothing herein shall be construed to prevent the incorporation and construction of a garage in and as part of such residence. The Architectural Committee may require that any garages and other accessory buildings be incorporated as a part of and attached to the Dwelling unit.

c. No building of any nature shall be constructed or removed from within or without the Properties to any Lot within the Properties without the consent of the Architectural Committee, and in the event a building shall be so placed from without on any Lot, said building shall comply in all respects with each and every provision of this Declaration relating thereto.

Section 3: Rubbish, Garbage and Wood Storage.

No Lot shall be used in whole or part for the storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious otherwise. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done, placed or stored thereon which may become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties. All equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition. No container shall be kept at anytime in view of an adjacent Street.

Section 4: Resubdivision

No Lot or Lots shall be resubdivided except for the purpose of combining the resubdivided portions with another adjoining Lot or Lots, provided that no additional Lot is created thereby. This Section shall not prohibit the combining of Lots nor shall it prohibit creation of Lots, as is contemplated, in the annexation land. Any subdivision shall comply with State law and County ordinance.

Section 5: Noise

No Owner shall engage in any activity or permit any activity to occur on the Properties which shall result in unusual, loud or obtrusive noise or sounds.

Section 6: Shrubs, Trees, and Grasses

No shrubs, trees or obstructions of any kind shall be placed on corner Lots in such places as to cause a traffic hazard. Bermuda grass, except that of a variety recognized to be pollen free and approved in writing by the Declarant shall not be grown on any Lot. All trees and other vegetation planted in the Lot shall be kept trimmed to a height which will not materially interfere with views from neighboring building sites.

Section 7: Vehicle Parking and/or Storage

All owners and their guests and invitees shall park any and all motorized or non-motorized vehicles in off-road parking spaces shown on approved plans. Parking spots will include the paved driveways in each Lot and any additional parking spaces, if any, as set forth in the Plat. Additional designated parking spots, if any, may be designated from time to time by the Board of Directors of the Association. Notwithstanding the above provision, Owners and their guests and invitees may park in front of a Lot for purposes of loading and/or unloading personal belongings from a motorized or non-motorized vehicle if the time in which the vehicle is parked in any non-designated space is less than one and one-half (1-1/2) hours in any twenty-four (24) hour period.

Parking and/or storing of recreational vehicles (including, but not limited to, motorhomes, campers, trailers and boats) is prohibited on all portions of the Properties, except within the confines of either a standard-sized carport or a standard-sized garage, as approved by the Architectural Committee or, as provided in the following paragraph.

A recreational vehicle (including, but not limited to, a motorhome, van, camper, trailer or boat) may be parked on the parking area of an Owner's Lot or in any designated common parking areas within the subdivision for a period of not more than 72 hours in any seven-day period and not more than 144 hours in any thirty-day period, for the purposes of loading, unloading, or, for providing parking for guests of the Owner who may be driving or pulling one of these recreational vehicles.

The use and/or occupancy of a recreational vehicle (including, but not limited to, a motorhome, van, camper, trailer, or boat) as living quarters on either a temporary or permanent basis is strictly prohibited on any portion of the Properties.

No inoperable, junk, or wrecked vehicles shall be placed on or stored on any of the Properties, nor shall any commercial, construction, or like vehicles except those of the Declarant) be placed on or stored on any of the Properties, except as may be permitted by the Association, in writing, for limited period of time.

Section 8: Guest Houses

Guest houses may be permitted on Lots with sufficient area, but only with the approval of the Architectural Committee and in conformance with County ordinance.

Section 9: Common Areas

a. Within drainageways, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow or which may obstruct or retard the flow of water.

b. With regard to Common Local Areas, they shall be managed in compliance with the Pima County Zoning Ordinances.

Section 10: Native Growth

The natural growth on the Properties shall not be destroyed or removed except by Declarant or as approved in writing by the Architectural Committee. In the event growth is removed, except as stated above, the Architectural Committee may require the replanting or replacement of same; the cost thereof to be borne by the Owner responsible for such removal.

Section 11: Antennas and Exterior Additions

No exterior antennas, satellite dish stations, or other devices for the transmission or reception of television or radio signals shall be erected or maintained on any Lot, except as initially designed or installed by the Declarant, without prior written authorization of the Association. This provision shall not prohibit Declarant or its successors or assigns, from maintaining or placing such equipment on or in the Common Area. Further, no exterior devices or additions, other than initially installed by the Declarant, shall be constructed on the exterior of a Dwelling Unit (including the roof) without the written authorization of the Association. It is acknowledged by all Owners that reception or transmission devices on roofs can be unsightly and a detriment to the aesthetics of the Properties and, therefore, the Association may in its sole discretion prohibit such installations.

Section 12: Right of Inspection

During reasonable hours, any member of the Board of Directors of the Association, or any authorized representative of any of them, shall have the right to enter upon and inspect any property within the subdivision (except the interior of Dwelling Units) for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

Section 15: Signs

No billboards or advertising signs of any character shall be erected or permitted on any Lot or Dwelling Unit, other than a nameplate of the occupant of the residence, and provided such name plate has been approved by the Architectural Committee. No "for sale", "open house", or similar signs of any type shall be erected on or permitted at any time on any Lot or on the Common Areas, and no such sign shall be visible in the windows of any Dwelling Unit or attached to the Dwelling Unit.

Notwithstanding any other provision of this Section, Declarant or its agents shall have the right to place any signs or billboards on the Common Areas or on Lots owned by Declarant for the purpose of advertising and promoting the sales by Declarant or its agents.

Section 15: Clotheslines

Clotheslines shall be of a retractable type concealed from view of neighboring Lots and streets.

Section 16: Animals

No cattle, sheep, goats, pigs, rabbits, poultry or other livestock shall be bred, raised or kept on the Properties, nor shall dogs; cats or other animals be kept in kennels or similar enclosures on the Properties. This restriction shall not be construed, however, as prohibiting the keeping of ordinary domestic pets as long as such pets are kept confined in the single-family residence and fenced yard. When domestic pets, which are allowed to be kept on the Properties, are taken out of an Owner's Lot, the domestic pet(s) shall be on a leash and the Owner shall be required to pick up immediately any animal feces left on any other Owner's Lot or on the Common Area.

ARTICLE XVII: CLUSTER OPTION PROVISIONS**Section 3: Denuding Common Open Space**

No common open space as defined in section 18.09.040 of the Pima County Zoning Code shall be denuded, defaced or disturbed in any manner not previously approved, whether by approval of general plans or plats, or otherwise, without the approval of the Pima County Board of Supervisors or its designated agent or representative.

AMENDED AND RESTATED BY-LAWS
Sunrise Mountain View Estates Homeowners Association, Inc.
February 2016

ARTICLE I: NAME AND LOCATION

The name of the corporation is Sunrise Mountain View Estates Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 4708 W. Cactus Bluff Drive, Marana, Arizona, but meetings of Members and the Board may be held at such places within the State of Arizona, County of Pima, as may be designated by the Board.

ARTICLE II: DEFINITIONS

Section 1: Association

"Association" shall mean and refer to Sunrise Mountain View Estates Homeowners Association, Inc., its successors and assigns.

Section 2: Board

"Board" shall mean the Board of Directors of the Association.

Section 3: Common Areas

"Common Areas" shall mean all real property owned by the Association as provided in the Declaration.

Section 4: Declaration

"Declaration" shall mean and refer to the Declaration of Establishment of Conditions, Covenants and Restrictions applicable to the Properties recorded in the office of the Recorder of Pima County, Arizona at Docket 7852 at Page 1223 as same may be amended from time to time.

Section 5: Lot

"Lot" shall mean and refer to the numbered plot of land shown upon the recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6: Member

"Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 7: Owner

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8: Properties

"Properties" shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III: MEETING OF MEMBERS

Section 1: Annual Meetings

The annual meeting of the Members shall be held in February of each year at such date and time as determined by the Board.

Section 2: Notice of Meetings

Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days and not more than 50 days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 3: Special Meetings

Special meetings of the Members may be called at any time by the President, by any two directors, or upon written request of one-fourth (1/4) of the Members who are entitled to vote.

Section 4: Quorum

The presence at the meeting, in person or by absentee ballot, of one-tenth (1/10) of the Members who are entitled to vote thereat shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Amended and Restated By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5: Voting

At all meetings of Members, each Member may vote in person or by absentee ballot. Voting rights shall be determined as provided in Article IV of the Declaration.

ARTICLE IV - BOARD OF DIRECTORS; POWERS AND DUTIES

Section 1: Number of Directors

The affairs of the Association shall be managed by a Board consisting of not less than five (5) nor more than nine (9) directors who shall be Members in good standing. The Board may increase or decrease the number of directors consistent with this subsection; provided, however, that no decrease in the number of directors may result in shortening the term of any director then in office.

Section 2: Election of Directors.

Election to the Board shall be by secret written ballot. The persons receiving the largest number of votes shall be elected.

Section 3: Term of Directors

The term of office of each director shall be three (3) years and until his successor is elected and qualified. The terms of directors shall be staggered and the Board may select which directors shall serve for one-year, two-year or three-year terms in order to re-establish such staggered terms.

Section 4: Removal and Resignation

Any director may be removed from the Board, with or without cause, in conformance with the procedures set forth in A.R.S. §33-1813. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 5: Duties

It shall be the duty of the Board to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs, and to present a written statement thereof to the Members at the annual meeting of the Members, at which a quorum is present;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid in conformity with A.R.S. §ARS 33-1807 or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause the officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Areas to be maintained; and
- (h) Maintain all commonly used equipment.

Section 6: Powers

The Board shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of the Declaration or rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegate to this Association, and not reserved to the Membership by other provisions of these Amended and Restated By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties, except that an attorney or other representative may not be hired to bring an action on behalf of the Association against any person or organization in any court or administrative hearing or before any governmental body, unless at a special meeting of the members said action is approved by more than fifty percent (50%) of all disinterested members not involved in the proceedings personally.
- (f) Secure bids for, negotiate and execute an exclusive contract with a refuse removal service for the purpose of collecting and removing trash or rubbish from each Lot and the Common Area.
- (g) Adopt regulations by which each Owner is billed by the Association in proportion to its total Membership interest in the Association for the costs of satisfying the obligation incurred as a result of the contract permitted in subsection (f) above. Said billing may be enforced in the nature of an Assessment as provided in Article VIII of the Declaration.

(h) Adopt regulations controlling and/or forbidding access to the Association's streets and rights of way to any refuse removal service other than contracted with the Association pursuant to subsection (f) above.

ARTICLE V – MEETINGS OF THE BOARD

Section 1: Regular Meetings

Regular meetings of the Board shall be held no less than six (6) times per fiscal year at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2: Special Meetings

Special meetings of the Board shall be held when called by the President of the Association or by any two directors after not less than three (3) days notice to each director. Notice may be waived at any time by the person entitled to such notice.

Section 3: Quorum

A majority of the number of directors in office shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4: Notice of Meetings

Notice of the date, time and place of meetings of the Board shall be given to Members at least forty-eight (48) hours in advance of such meetings by newsletter, conspicuous posting, or other reasonable means as determined by the Board unless emergency circumstances require action by the Board before notice can be given. The minutes of any emergency meeting of the Board shall state the reason(s) necessitating the meeting and shall be read and approved at the next regularly scheduled meeting of the Board.

Section 5: Open Meetings

Except for matters that the Board, at its election, may address in executive session as set forth in A.R.S. § 33-1804, Members (or any person designated by a Member in writing as the Member's representative) shall be permitted to attend regular and special meetings of the Board and speak at an appropriate time before the Board takes action on any matter.

Section 6: Action Without a Meeting

Any action that may be taken at a meeting of the Board may be taken without a meeting if emergency circumstances require immediate action by the Board, a quorum is unavailable for a meeting and all directors consent to such action in writing. Any action by unanimous written consent shall be reflected in the minutes of the next regularly scheduled Board meeting unless the action was taken in executive session.

ARTICLE VI: OFFICERS AND THEIR DUTIES

Section 1: Enumeration of Offices

The officers of this Association shall be a President and Vice-President, a Secretary, and a Treasurer, all of whom shall be Members.

Section 2: Election of Officers

The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 3: Term

The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4: Special Appointments

The Board may appoint officers other than those enumerated in Section 1 of this Article, whom may or may not be directors, and whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5: Resignation and Removal

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Vacancies

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7: Multiple Offices

The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8: Duties

The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the Members; cause the notice of meetings of the Board and of the Members to be served; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall be responsible for overseeing the duties and responsibilities of the Association's comptroller which shall include the following: receiving and depositing in appropriate bank accounts all monies of the Association and disbursing such funds as directed by resolution of the Board; keeping proper books of account; and causing an annual audit, review or compilation of the Association books to be performed by a certified public accountant at the completion of each fiscal year. The treasurer shall direct the preparation of an annual budget and a statement of income and expenditures to be represented to the Membership at its regular annual meeting, and deliver a copy of each to the members. The Treasurer, or any other officer to whom the Board may delegate such authority, shall sign all checks written on the account of the Association; provided, however, that a check in an amount greater than ten thousand dollars (\$10,000.00) shall be co-signed by the President.

ARTICLE VII: COMMITTEES

Section 1: General

The Board shall appoint a Nominating Committee and such other committees as deemed appropriate in carrying out its purpose as provided in these Amended and Restated By-Laws and prescribe their duties.

Section 2: Architectural Committee

The Board, at its annual meeting, shall appoint an Architectural Committee comprised of no less than three (3) members and chaired by a director of the Association. The Architectural Committee shall have such powers and duties as are set forth in the Declaration.

ARTICLE VIII: INDEMNIFICATION

Every officer or director of the Association may be indemnified by the Association against all expenses, liabilities and penalties, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be

made a party or in which he may become involved by reason of any acts or omissions alleged to have been committed by him while acting within the scope of his employment as a director or officer of the Association, including any settlement thereof, provided that the Board determines that such person acted in good faith and did not act, fail to act or refuse to act willfully with gross negligence, or with fraudulent or criminal intent in regard to the matter involved in the action or proceeding.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association or was serving at the request of the Association as a director or officer against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have had the power to indemnify him against such liability under this Article.

The right of indemnification hereinabove provided shall not be exclusive of any rights to which any director or officer of the Association may otherwise be entitled by law.

ARTICLE IX: BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declarations, the Articles of Incorporation, and the Amended and Restated By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased in conformance with A.R.S. §33-1805.

ARTICLE X: MISCELLANEOUS

Section 1: Amendments

These By-laws may be amended by the affirmative vote of Members representing a majority of the total eligible votes in the Association or two-thirds (2/3) of those Members eligible to vote and voting on the matter, whichever is less.

Section 2: Conflicts

In the case of any conflict between the Articles of Incorporation and these Amended and Restated By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these Amended and Restated By-Laws, the Declaration shall control.

Section 3: Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year.

The undersigned certify that these Amended and Restated By-laws were approved by two thirds of Members voting on the matter at the annual meeting held the 15th day of February, 2016.

SUNRISE MOUNTAIN VIEW ESTATES HOMEOWNERS ASSOCIATION, INC.,
An Arizona nonprofit corporation

By: Guy Scharf, President

Kathy Mitton, Secretary

RULES AND REGULATIONS
Sunrise Mountain View Estates Homeowners Association

ENFORCEMENT PROCEDURES

The following procedure has been established by the Board of Directors in accordance with the CC&Rs to deal with violations of the CC&Rs, By-Laws or Rules and Regulations of this Association. For brevity CC&Rs, By-Laws, Rules and Regulations will be referred to as "Rules".

The enforcement of rules is not a pleasant task. Therefore the Board of Directors encourages each homeowner to deal tactfully with someone who may be committing an infraction of the rules. Frequently this may solve the incident without involving formal procedures by the Board of Directors.

In the first instance, tactfully point out to the offender that such action is a violation of the rules.

If the violation continues, write a letter to the Board of Directors describing the violation, including the name and address (if known) of the offender, and the date and time of the occurrence.

Upon receipt of such letter a Board Director will either personally contact the offender or send a warning letter. Such notification will request that the violation not recur in the interests of maintaining a neighborhood where we all respect the peace and quiet of our neighbors.

Should the Board receive subsequent notification of the same violation, a letter will be sent to the offender notifying them of the penalties that the Board has authority to impose. If the offender is a tenant the notification shall be sent to the homeowner with a copy to the tenant.

In every instance where the Board of Directors or Architecture Committee is considering imposition of a penalty the homeowner shall be given the opportunity to appear before the Board and be heard at its next regularly scheduled meeting. The Board of Directors regularly meets on the third Monday of each month at 4:30 PM at the Clubhouse. Should the offender decline to appear, such absence shall be construed as acceptance of such action as may be taken by the Board of Directors.

RESPONSIBILITIES OF HOMEOWNERS FOR ACTS OF OTHERS

Violations committed by homeowner's agents, family members, agents, employees, tenants, or any others acting on behalf of the homeowner shall be attributed to the homeowner and all fines imposed shall be the homeowner's responsibility.

FEE FOR TRANSFER OF OWNERSHIP

The transfer of ownership of a home within this Association requires the recording of such transfer on the books of the Association, the issuance of security keys to the various recreational facilities therein; Arizona law also requires the Association to provide prospective purchasers with copies of the CC&Rs, Bylaws, Rules and Regulations, Financial reports, etc.

To reimburse the Association for the expense involved there is hereby imposed a transfer fee of one hundred and fifty dollars (\$150.00), effective May 16, 2005, to be paid to this Association by the purchaser of any home in this Association at or prior to recording change of ownership and issuance of keys and permitting use of recreational facilities.

ESTATE SALES, GARAGE SALES, YARD SALES

Such sales have been found to attract a heavy volume of traffic which interferes with the peace, serenity, quiet, and tranquility of surrounding homes. Additionally such sales create a "flea market" environment with cars parked on both sides of the streets restricting the ability of homeowners to exit or enter their driveways. Consequently, the Board of Directors has decided to prohibit such sales except for unforeseen circumstances which may warrant such sale.

Definition: Offering to the public for sale within this subdivision by any advertising method household goods, including but not limited to furniture, bedding, appliances, electronic goods, clothing, and any other personal property.

Estate Sales, Garage Sales, Yard Sales and any other type of sales activity open to the public is prohibited. None of the household goods, nor any other item described under definitions, shall be brought into the Properties for such sales. This does not prohibit a homeowner from offering for sale an individual item such as an automobile, providing such sale is conducted on an "Appointment Only" basis.

The public display for sale of personal property as above defined, in the front, side, or rear of any home or within any garage in the subdivision is prohibited.

Upon a showing by a homeowner in good standing that an exigency exists, the Board of Directors may approve an Estate Sale for the household goods or other personal property of such homeowner. The Board of Directors shall establish the conditions under which an Estate Sale may take place. Such approval shall be for a period not to exceed two days; shall not commence before 8:00 AM and shall end not later than 5:00 PM, and shall require a cash bond of not less than \$2,500 to be posted by the homeowner with the Board of Directors to ensure strict compliance with such conditions and also to cover possible damage caused by the participants in such Estate Sale. The decision of the Board of Directors as to approving such Estate Sale and/or charging damage costs or penalties to such bond shall be final.

PENALTIES

Violations of prohibitions against Estate Sales, Garage Sales, Yard Sales

A fine of Two hundred fifty (\$250) per day, doubling to Five hundred (\$500) per day for each successive day the violation continues. Violations committed by homeowner's agents, family members, agents, employees, tenants, or any others acting on behalf of the homeowner shall be attributed to the homeowner and all fines imposed shall be homeowner's responsibility.

AND BE IT FURTHER RESOLVED: Vehicles entering or driving on the private roads of this Association for the purpose of conducting or attending any unauthorized Estate

Sale, Garage Sale or Yard Sale conducted in this Association will be denied entrance and/or requested to leave subject to the criminal trespass provisions of ARS 13-1502.

ROLL-OFF CONTAINERS, DUMPSTERS

Violations of prohibitions regarding Roll-off Containers, Dumpsters

No Roll-off Container, Dumpster, or other type of commercial waste receptacle may be placed on Association roads, common areas or driveways. All waste material including but not limited to waste or debris from remodeling, re-landscaping, alterations, etc. removed from a home or lot shall be removed daily, or stored within the garage unless written permission is received from the Board of Directors authorizing a reasonable delay. Waste material stored in a garage for future removal shall not include organic matter, foods or food wrappings, liquids unless stored in a closed vermin proof container. Hazardous materials shall be disposed of in accordance with applicable Federal and State regulations.

Penalties:

A fine of Two Hundred Fifty (\$250) per day shall be imposed for each day a violation of the prohibition against placing of Roll-off Containers, Dumpsters continues.

POOLS AND SPAS

ALWAYS OBTAIN ENTRY IN TO THE POOL AREA BY USING YOUR KEY!

IF SOMEONE IS OBSERVED CLIMBING OVER THE GATE OR WALL IT IS ASSUMED THAT A TRESPASS IS OCCURRING AND THERE IS A STRONG POSSIBILITY THAT THE SHERIFF WILL BE CALLED TO MAKE AN ARREST FOR TRESPASSING.

1. Use of the pool and spa is limited to SMVE residents, the immediate family, and no more than 6 guests at a time. The resident shall be responsible when guests use the pool or spa.
2. Use of the pool and spa is restricted to between the hours of 6 a.m. and 11 p.m.
3. No lifeguard is on duty - swim at your own risk!
4. Children under 16 years of age must be accompanied by an adult.
5. All persons using the pool or spa must wear swim suits. Infants who normally wear diapers or similar coverings may not use the pool or spa. {See Hygiene section below}
6. Shower before using the pool or spa and prior to re-entry to the water after applying lotion or oil.
7. No diving or jumping into the pool or spa.
8. No running or boisterous conduct is permitted.
9. The use of roller blades, scooters, etc., is prohibited in the pool area.
10. Swimming aids are permitted. However, no toys, floating rafts/chairs, bikes, skates, frisbee or ball playing is permitted in the pool or spa area.
11. No glass containers or bottles are permitted in the pool area. Food is not permitted in the pool area except in the ramadas. Persons who bring in food are responsible for cleaning the area they used and removing their trash.
12. No pets are allowed in the pool or in the pool or spa area.
13. Violation of these rules may result in a fine and/or suspension of pool/spa privileges

Spa Rules

1. Children under the age of 16 must be accompanied by an adult.
2. Long exposure may result in nausea, dizziness, or fainting.
3. Hot water immersion while under the influence of alcohol, narcotics, drugs, or medicines may lead to serious consequences and is not recommended for elderly persons, pregnant women, and those with health conditions. Individuals requiring medical care should consult with their physician before entering spa.
4. Do not use the Spa alone.
5. Let the Spa timer return to OFF automatically. **DO NOT TURN TIMER BACKWARDS!**

Swimming Hygiene

{Adopted by SMVEHOA Board of Directors on May 25, 2001}

Background

We have been reviewing the swimming pool hygiene rules and regulations to determine whether they are consistent with the latest information available as to possible sources of water borne diseases. Over the past several weeks, the latest available health code for Tucson and Pima County was acquired, reviewed, and discussed as well as recent pertinent information from the Centers for Disease Control (CDC) in Atlanta. A presentation was made to the board on Monday, May 21, 2001. Questions, a discussion, and options were considered. The result of our review reinforces the present prohibition against the pool being used by persons who normally wear diapers or who may be experiencing periods of incontinence. We recognize that for infants there are baby diapers, i.e., Huggies, Little Swimmers, etc. Inquiries to the manufacturer resulted in their refusing to guarantee that such infant diapers are impervious to leakage.

Swimming Pool Safety & Health Concerns

Swimming pool water must be filtered, treated with chemicals, and tested (monitored) to protect the public safety. High levels of chlorine are maintained particularly to minimize coliform organism contamination (i.e. various bacteria). Most of this potential contamination principally involves liquid and airborne organisms and is manageable with chlorine treatment.

Concern expressed for -solid waste contamination (i.e. diapers, etc.) involves three types of microorganisms: bacteria (*E. coli* & *Shigella*), viruses (Hepatitis A & HIV), and parasites (*Cryptosporidium* & *Giardia*). The latter two parasites are more chlorine resistant and NOT removed by conventional sand filtration systems. These parasites represent severe risks not only for healthy people but also for immune-compromised persons (e.g. chemotherapy patients, various patients with immune diseases and HIV infection). Moreover., the cost (to be borne by all homeowners) would be quite large for draining a pool, replacing all moving parts in the filtration system, and extensive decontamination to remove parasitic organisms. Multiple treatments would be required to certify pool safety after solid waste contamination.

Conclusion

WE ARE REAFFIRMING THE CURRENT PROHIBITION AND REQUEST ALL POOL USERS TO MONITOR USAGE OF THE POOL TO PREVENT CONTAMINATION.

TENNIS COURTS

1. Use of the tennis courts is restricted to the hours between 6:00 a.m. and 10:30 p.m. daily.
2. Use of the tennis courts is restricted to tennis. No pets, bikes, skates, skateboards, scooters, etc. or ball playing other than tennis is permitted on the tennis court.
3. All players must wear regulation non marking tennis shoes.
4. Alcoholic beverages, food or glass containers are prohibited on the tennis court.
5. Persons reserving the tennis court on a sign-up board shall have precedence for play.
6. Reservations cannot be made more than two days in advance of play. Doubles play can be reserved for two hours, singles can be reserved for one and one half hours. If the court is not claimed by 10 minutes after the time reserved, it becomes available to the first waiting players for the entire time of that reservation
7. When your play time is finished, leaving tennis balls, cans, or lids, or any other debris on the court is prohibited. Deposit such litter in the receptacle provided.
8. The tennis court lights will turn off automatically by the timer.

RECREATION CENTER MEETING ROOM

1. The meeting room will be available on a reservation basis by homeowners only. All functions at the recreation center must be adult oriented. All applications are subject to review and approval by the Board of Directors or its appointed committees.
2. Reservations may be made up to six (6) months in advance but a minimum of two weeks notice is required. Reserve by placing a request in the Association mailbox at the north recreation center on Paseo Otono to obtain the necessary forms or by contacting Recreation Center Chairman.
3. Meeting room functions are limited to a maximum of six hours each. All functions must end by 11 P.M.
4. A security deposit of \$100.00 will be required at the time the Recreation Center Contract is signed and submitted (except Homeowners Association functions). The submitting homeowner will receive a signed deposit receipt form. After the Recreation Center Inspection Checklist and the Security Deposit or Forfeiture form and all claims have been verified, any expenses to complete the required cleanup and/or any damage/repairs have been deducted, the deposit will be refunded. Such expenses in excess of the amount of the deposit shall be reimbursed to the Association by the homeowner.
5. With the exception of the chairs and tables present, none of the Homeowners Association equipment may be used for private functions. Such equipment is reserved for Homeowner Association functions. Homeowners reserving the meeting room must supply their own equipment and supplies.
6. The homeowner reserving the room is responsible for all clean-up and the room must be presentable and ready for inspection by 9:00 A.M. the following morning.
7. Any homeowner who abuses these privileges may not only forfeit part or all of their deposit and may also be refused further reservations at the discretion of the Board.

DISPLAY OF AMERICAN FLAG

{Rev. February 17, 2003}

Arizona State Law (A.R.S. 33-1261) regulated the outdoor display of the American Flag in Homeowner and Condominium Associations.

The legislation also provides that the American Flag shall be displayed in a manner consistent with the United States Code (Title 4 Chapter 1, Sec. 4 through 10).

Consistent with the above State and Federal requirements the Architecture Committee and Board of Directors has adopted the following regulations regarding the display of the American Flag.

The erection of a flag pole shall be subject to the following:

- Only one flag pole is permitted on each property.
- Shall not be higher than twelve (12) feet.
- Shall display American Flag not more than 4' by 6' feet in size.
- Only the American Flag shall be displayed on flag pole.
- Flag pole shall be placed in rear or side yard only.
- Flag pole shall be metal or synthetic pole, not masonry, etc.
- Flag pole colors are limited to white, silver, black, brown.
- Low voltage lighting from ground is permitted provided such light does not shine on adjacent property.

Homeowners are requested to contact the Architecture Committee promptly, with a written request and sketch of the proposed location and other pertinent specifics, if they want to erect a flag pole. Tenants do not have the authority to erect a flag pole unless the homeowner has requested and received prior approval from the Architecture Committee.

OFFENSES AND PENALTIES

The following penalties are established to deal with violations of the CC&R's, By-Laws, or any other Rules and Regulations of the Board of Directors other than those under the jurisdiction of the Architectural Committee.

OFFENSES	PENALTIES
<p>Vehicle Parking or Storage Vehicles must be parked in garages, paved driveways, or in additional designated parking spaces. They may be parked in the street in front of the lot for up to one and one half (1 1/2) hours every 24 hours (not overnight).</p>	<p>Five (\$5) Dollars per occurrence for the first three occurrences after receipt of the warning letter</p> <p>Ten (\$10) Dollars per occurrence after the first three</p>
<p>Vehicles in common areas Vehicles traveling or parking in common areas</p>	<p>Fifty (\$50) Dollars per occurrence and prosecution as a trespasser in violation of ARS 13-1502</p> <p>The Board of Directors may also prohibit trespasser from future access to Association private roads.</p>
<p>Vehicle licenses Vehicles on Association roads without licenses as required by Arizona Department of Transportation.</p>	<p>Fifty (\$50) Dollars per occurrence</p>
<p>Animals 1. All pets must be confined to their fenced lot. 2. Pets must be leashed at all times when off their lot. 3. Owners must pick up all fecal material deposited on the streets, sidewalks, any other common area, or any yard by their pet</p>	<p>Ten (\$10) dollars for each occurrence</p> <p>Twenty five (\$25) for each repeat occurrence</p>
<p>Weapons, etc. Discharge of firearms, paintball guns, pellet guns, "wristrocket sling shots", arrows or any other weapon capable of discharging an object or use of firecrackers.</p>	<p>Fine not to exceed \$250 as set by Board</p>

OFFENSES	PENALTIES
<p>Curfew after 10:00 PM “Obnoxious or offensive activity...which becomes an annoyance or nuisance to the neighborhood or occasion any noise...which will or might disturb the peace, quiet comfort or serenity of the occupants of surrounding properties” (see CC&Rs Article XIII Sec 3, 5). Includes loud parties, live bands, playback devices, etc. after 10:00 PM</p>	<p>Fine not to exceed \$250 as set by Board</p>
<p>Real Estate signs All “House for Sale” signs, Real Estate “Open House” signs, signs directing prospective buyers to a home or any other signs relating to the sale of home which are placed at or near the entrance to the SMVE or on any common area within SMVE, whether placed by homeowner or their agents are:</p> <ul style="list-style-type: none"> • Not to be displayed more than two days per week for any given house, • To be displayed during daylight hours only, • Limited to a size not to exceed four square feet. <p>One Real Estate company sign or private “House for Sale” sign not exceeding four square feet may be placed in a window or attached to the front gate. Such sign may not be placed in the front yard.</p>	<p>Twenty-five (\$25) dollars per day for the first day</p> <p>Fifty (\$50) dollars for each successive day</p>
<p>Other signs No other signs are permitted to be placed in this subdivision where such signs are visible from the street. Such signs will be removed when found and discarded.</p>	<p>Fine of \$25.00 for each sign</p>
<p>Violations of Rules governing the use of Pools and Spas</p>	<p>Fine of \$25.00</p>
<p>Violations of Rules governing the use of Tennis Courts</p>	<p>May result in loss of right to use such facilities for such period of time as the Board may determine.</p>

ARCHITECTURE AND LANDSCAPING

Rules and Policies

A. Article XII of the CC&R's establishes an Architectural Committee which has the exclusive right, exercisable in its sole discretion, to promulgate and amend written rules and regulations on construction and approve plans, specifications, and plot plans". The CC&R's also provide that the authority of the Architectural Committee includes, but is not limited to structures, fixtures, radio antennae, television antennae, satellite stations or dishes, walls, fences, copings, awnings, sunshades, flagpoles, landscaping, and any and all other related matters".

TV satellite dishes and broadband antennae are becoming popular. The limitations of the CC&Rs generally do not prohibit such installations providing they are not visible from the street. The Architecture Committee will work with homeowners to accommodate such installations within the above limitations.

B. The CC&R's provide that "All decisions of such Architectural Committee are final".

C. These rules, and penalties for their violation, went into effect July 1, 1993. This allowed time for review by homeowners to assure themselves that any post construction changes, including landscaping, are in conformity with the requirements of the CC&R's.

D. Some homeowners have made structural changes and or landscaping improvements during the construction period when Fairfield Homes managed the Homeowners Association.

E. In these cases they will be "grandfathered" and not considered in violation provided there are adequate records available showing that the work was performed prior to November 19, 1991. If in doubt, please contact the Architectural Committee, in writing, at 5550 Paseo Otono, Tucson, AZ 85750 Changes which do not conform with these exceptions may not be "grandfathered".

F. Any change as described in paragraph A above should be approved by the Architecture Committee. This prevents questions being raised in the future as to whether or not something you have done to enhance your home was consistent with the CC&Rs and/or By-Laws.

EVERY HOMEOWNER IS URGED TO CONTACT THE ARCHITECTURE COMMITTEE PRIOR TO UNDERTAKING ANY LANDSCAPE OR STRUCTURAL CHANGE OR ADDITION. THIS WILL AVOID THE POSSIBILITY OF HAVING TO MAKE POSSIBLY COSTLY CHANGES.

Violations and Penalties

In accordance with the authority vested in the Architectural Committee by the CC&R's, the following rules and financial penalties for their violation have been established:

VIOLATIONS	PENALTIES
Structural changes and/or modifications without prior approval of the Architectural Committee	Five Dollars (\$5.00) per day beginning fifteen (15) days following written notification by the Architectural Committee that such violation exists
Landscape violations, including but not limited to, planting or maintaining vegetation which obstructs other homeowners' views or passage, and uncontrolled weeds.	The fine may be waived by the Architectural Committee if, within the fifteen (15) day period, the homeowner corrects the violation, or provides a written corrective plan and a schedule for completing correction of the violation within thirty (30) days from the notice of violation.
Removing, cutting, or otherwise damaging vegetation in common areas in violation of CC&Rs Article XIII, Sec 10, and Article XVI	Fine of Two Hundred Fifty (\$250.00) Dollars plus the cost of replanting and an order prohibiting gardener from entering private roads of this Association (if gardener performed the action)

Permissible colors for exterior surfaces

Front Entry Door	Stained Black Walnut, "Stainseal V-108" finished with two coats of satin Polyurethane
Stucco Color	Dunn Edwards VinylTex W 201-3 (New code for Cliff Brown)
Exterior Trim	Norfolk Brown
Siding & garage door	Kings Canyon "Acri Hues 79" or W704 Acriflat 100% Q592 paint
Roof	Flat portion of roof may be painted with white "Cool coat" energy saving paint
Roof parapets	Must use "Mushroom" (Dunn Edwards) or "Desert Tan" VX70AJH (Sinclair Paints)
Overhangs	Black Walnut Stain Stainseal, V108-13, and linseed oil, OR (substitute) Weather-Pro #85 Burnt maple Acrylic
Antigua Block	Water repellent silicon "Okon" (substitutes) Thompsons or Behrs sealers

Roof painting requires special attention. The flat portion of the roof may be painted with a white insulating paint to minimize the effects of the summer sun. However, the parapets MUST be painted in either of the two colors above identified. Painting the parapets white is not permissible.

When buying paint products it is important that you obtain the highest quality product for Acrylic based paints. The percentage of Acrylic determines the surface protection and also inhibits weathering and fading and/or discoloration because of sun. Preferably you should obtain paint with 100% Acrylic. On surfaces experiencing considerable direct sunlight, i.e., west facing walls or doors, the application of a second coat of paint or stain would be prudent.

These paints and stains are available at Dunn Edwards, 4320 E. Speedway. Dunn Edwards advises that they offer Fairfield homeowners "substantial" discounts when you identify yourself and give them our Account Number 055403001.

Other manufacturers may offer similar products but you should make certain that their specifications and colors are identical to the above products so that we maintain color integrity in our Association.

Tree Thinning/Trimming

Purpose

This policy is a user-friendly process document that serves all SMVE homeowners, yet guards against possible destruction of the Sonoran Desert protected by county, state and federal statutes. Legally the SMVE Board of Directors has a fiduciary responsibility for the proper and efficient management of the Common Areas as written in the SMVE CC&Rs.

Policy

To carry out the Board of Director's responsibility, the following policy is established:

Upon request, where vegetation (trees) is encroaching on a homeowner's property, that portion of the vegetation, as necessary, shall be removed so as to maintain the natural shape. Such vegetation will be removed at the Association's expense by our authorized licensed landscaper as done presently.

Also, this policy shall allow homeowners to request the Landscape Committee to thin, trim or remove offending trees or shrubs growing on the Common Ground maintained by the Association. If approved, this work would be performed under the existing landscape contract of SMVE HOA.

By written request by a homeowner, native trees in the Common Area will be evaluated for thinning or trimming by the Landscape Committee. Such evaluation will take into consideration line of sight, size of the tree/vegetation and distance from the homeowner's wall. The Association will not condone "topping" any Mesquite or Palo Verde trees.

When approved, the work will be paid for by the homeowner directly to our authorized landscaper. The Landscape Committee will be responsible to perform a post inspection to verify compliance with the policy.

Procedure/Process

An approval form must be completed, signed by a Landscape Committee member, our Authorized Association Landscaper, and the homeowner before work can proceed.

The homeowner negotiates the cost and date of work with the Authorized Association Landscaper.

When work is completed the homeowner notifies the Landscape Committee for possible verification of completed work.

{April 19, 2005}

SMVE ARCHITECTURE COMMITTEE APPROVAL FORM

Homeowner's Name: _____

Street Address: _____

Lot Number: _____ Phone Number: _____

Approval Requirements for Proposed Construction:

When contemplating any remodeling or additions to your house or landscape structures, homeowners should contact the Architecture Committee as soon as possible, the earlier the better. Structural changes or additions to homes or lots absolutely require prior approval by the Architecture Committee. The request for approval must be in writing and submitted at least two weeks prior to the start of planned construction.

Construction Staging Requirements:

Refuse from any remodeling project must be removed by the end of each day, or stored within the garage, to avoid a health hazard and a ready environment for vermin.

Portable toilets should be located within the garage or behind a locked gate on the premises. Vandalism of these waste containers has resulted in a Pima County Health Hazard. Cleanup will be at the homeowner's expense.

The homeowner is at all times responsible for:

- Safe and secure storage of all construction materials,
- Traffic safety related to the movement and parking of construction vehicles,
- Post-construction cleanup of the site and surrounding area.

The Architecture Committee has the right to reasonably inspect the construction site to verify compliance with these requirements, in addition to adherence to approved plans.

I have read and agree to comply with these requirements.

REQUIRED SIGNATURES:

Homeowner: X _____ Date: _____

Architecture Committee Member: X _____ Date: _____

Special Notes: _____

{Form adopted April 18, 2005}

SMVE LANDSCAPE COMMITTEE APPROVAL FORM

Homeowner's Name: _____

Street Address: _____

Lot Number: _____ Phone Number: _____

Scope of work: _____

Estimated cost to homeowner: _____

Date work reviewed with Authorized Landscaper: _____

REQUIRED SIGNATURES:

Homeowner: X _____ Date: _____

Landscape Committee by: X _____ Date: _____

Authorized Landscaper: X _____ Date: _____

Date of post inspection by Committee: _____

CC: Homeowner, Authorized Landscaper, Landscape Committee

{Form adopted April 18, 2005}

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