

SUNTREE HOMEOWNERS ASSOCIATION

Rules and Regulations Brochure



Welcome to Suntree, the following rules and regulations have been compiled in order to obtain the following. objectives:

- I. To provide for the general welfare, safety, and enjoyment of all residents.
- II. To provide a pleasant and friendly area where residents can enjoy their freedom and rights of others are protected.
- III. To preserve and enhance the value of your home.

These rules and regulations have been drafted in accordance with the Declaration of Covenants Conditions Restrictions, and the By-Laws for the Suntree Homeowners Association. All residents of Suntree whether owners or renters, are specifically reminded of their obligations under the associations regulations by which we are governed.

1.Membership and Voting Rights (CC&Rs Article III):

Each member which is subject to assessments shall be a member of the association and shall have the right to vote.

2.Assessments (CC&Rs Article IV):

Assessments are due on the first of each month. Assessments are delinquent on the second of the month. If thirty days delinquent, then a late fee, re-bill fee and interest will be applied to the original amount per the Collection Policy. Liens will be filed on all delinquent accounts. Assessments are made payable to Suntree HOA.

Penalties for Non-Payment:

According to the CC&Rs the Association can suspend the voting rights and recreational privileges of any member for any period during which the assessment against said lot remains unpaid. Privileges can also be suspended for any infraction of the published rules and regulations for a period not to exceed 60 days. Please be advised that these penalties are being enforced. Members with delinquent accounts are considered unauthorized in the recreational areas and are therefore trespassing. TRESPASSERS WILL BE PROSECUTED.

3.Exterior Maintenance (CC&Rs Article IV, Section 2:

The Association or an authorized representative shall maintain all property up to the exterior fence and building. This includes but is not limited to the landscaping, grass, trees, shrubs, and sprinkler systems. The Association is also responsible for the maintenance of all common areas. This includes the pool, playground, tennis court, retention basin, and RV lot. Each owner shall be responsible for the interior of the yard and unit and for the upkeep of all other areas not maintained by the Association.

4.Architectural Control (CC&Rs Article VI):

No changes in the front yard landscaping, buildings, fences, gates or other structures shall be made until the plans and specifications for such changes are submitted for approval to the board of directors. Plans should include construction details, all dimensions, materials, plat map, location, setbacks, colors, etc.

5.Use Restrictions: (CC&Rs Article VIII):

- A. Unit Occupancy (Section 1): Each unit in the Suntree HOA shall be known as and limited to a single-family dwelling.
- B. Animals and Pets (Section 2): Pets may be kept as long as they are not bred and maintained for commercial purposes. Mesa Leash Law is applicable to all dog owners in the Suntree HOA. Specifically, no person owning, keeping or maintaining a dog shall allow said dog to be at large. Dog must be restrained by a leash, chain, or cord of sufficient strength to control such actions of said dog. All residents are requested to report loose dogs to the police. When walking pets, owners must clean up droppings to insure cleanliness in common areas. Should any pet become a noise nuisance, the owner

will be notified and will be expected to keep the pet inside and/or quiet.

- C. Utility Service (Section 3): No lines, wire, or other devices for the communication or transmission of electric current or power including telephone, television, and radio signals shall be erected, placed or maintained anywhere in or upon any portion of the property unless it shall be installed underground or concealed. (Communication devices may be no taller than 12 feet above roof line). Prior Architectural approval is required in writing.
- D. Temporary Occupancy (Section 4): No trailer, tent, shack, or garage and no temporary structure shall be used for a residence on any portion of the property.
- E. Nuisances (Section 5): No rubbish or debris of any kind shall accumulate upon or adjacent to the property. Nor shall the property be used for storage which will cause the property to appear untidy, unsightly, or offensive. Also, no exterior speakers, horns, whistles, or other devices, except security devices, shall be allowed.
- F. Repair of Building (Section 6): No building or structure shall fall into disrepair. All structures should be kept in good condition and repair, and properly painted.
- G. Trash (Section 7): Trash shall be kept in the designated container provided by the City of Mesa.
- H. Machinery and Equipment (Section 8): No machinery or equipment shall be operated on the property.
- I. 1. Automobiles, Boats, and Trailers, Etc. (Section 12): No lot shall be used for the purpose of performing maintenance, repair, rebuilding, dismantling, repainting, or servicing of any type on any vehicle, boat, trailer, camper, or motor-driven cycle. Such activities must be performed within an enclosed garage.
- J. Prefabricated Building (Section 16): No prefabricated buildings or structures are permitted.
- K. Clothes Lines (Section 17): No clothes lines shall be placed on the property in a location where it is visible from the street.

6.Common Area Pool and Tennis Court:

- A. All persons using facilities do so at their own risk.
- B. No unnecessary noise or foul language.
- C. No food, bottled drinks or glass allowed.
- D. No pets allowed, unless service animals.
- E. No smoking in common areas.
- F. Climbing on or over fences or gates is not allowed.
- G. Gates are to be kept closed.
- H. In the pool area children of 15 years of age and under must be accompanied by an adult over 18 years of age.
- I. Throwing foreign matter, debris, or sand in the pool is not allowed. This will result in additional cleaning which will be the expense of the owner or resident responsible.

- J. Owner/Resident is responsible for any repair expense for damages that they or their guests might cause.
- K. Tennis Court is for passive users only.
- L. The Association reserves the right to deny use of facilities to anyone at any time.
- M. Facilities are for SUNTREE OWNERS AND RESIDENTS ONLY. A moderate number of guests are permitted.
- N. Only members and residents with all maintenance assessments paid are eligible to use the facilities. Recreational privileges will be suspended for any period during which assessments are delinquent (By-Laws Article 7).
- O. Keys are not to be duplicated or loaned to anyone. Violation of this rule can result in your key being revoked. There is a \$15 non-refundable charge to obtain a key. If your key is lost, there is a \$25 non-refundable replacement charge.

The common area rules listed above are also posted at the pool. Please read and obey them. You may call the management office to make arrangements to get a common area key.

7. Recreational Vehicle Storage Area (See Recreational Vehicle Storage Yard Procedure and Policy):

- A. RV lot is for Suntree owners and residents only.
- B. Storage is for recreational vehicles only. This includes boats and trailers.
- C. All RVs must be registered with the lot manager. Call the management office for information on how to register your vehicle.
- D. All RVs must have current registration and license in the name of a Suntree owner or resident.
- E. Park in the assigned space only.
- F. Any RV parked without proper authorization or in the wrong space will be towed away at the vehicle owner's expense.
- G. Suntree HOA is not responsible for any damage that may occur during storage.
- H. As outlined in the CC&Rs Article 2, recreational privileges of the member involved will be suspended for any period during which any assessments against the lot remains unpaid.
- I. RV lot key is to be returned to the Association/management company when space is no longer in use or when ownership of the vehicle or ownership of the residence changes.
- J. Reference the RV Storage Policy for monthly fees, rental form and additional policies for use.

8. Meeting of Members (ByLaws Article III):

An annual meeting of the membership will be held once a year. Two notices will be mailed to each lot owner at their noted billing address 60 days and 30 days before the date of this annual meeting. The purpose of this annual meeting will be to elect officers to the board of directors. In order to hold an annual meeting, 10% of the community (23 lots) needs to be represented in person or by ballot.

9. Board of Directors (ByLaws Article IV):

The board of directors will meet as directed by the governing documents to conduct the business of the Association. Per the ByLaws Article IV Section 1, the Board of Directors shall consist of nine (9) members. Board members shall each serve for a term of three (3) years.

10. Power and Duties of the Board (ByLaws Articles VII and VIII):

The power and duties of the board are more fully outlined in the ByLaws Articles VII and VIII.

**SUNTREE HOMEOWNERS ASSOCIATION
FINE POLICY
VIOLATION APPEAL PROCESS**

Effective August 1, 2019

FINE POLICY

The following Fine Policy and Violation Appeal Process shall be followed for the Suntree Homeowners Association:

COURTESY NOTICE/FIRST NOTICE: A Courtesy Notice requesting compliance within 21 days shall be mailed via first class mail to the homeowner – NO FINE.

SECOND NOTICE: If violation still exists, a Second Notice requesting compliance within 14 days shall be mailed via first class mail to the homeowner. A \$25.00 FINE will be assessed and due no later than the next assessment due date. This letter shall also state that the Owner may petition the Department of Real Estate pursuant to ARS 32-2199.01.

THIRD NOTICE: If violation still exists, a Third Notice requesting compliance within 14 days shall be mailed via first class mail to the homeowner. A \$50.00 FINE will be assessed and due no later than the next assessment due date.

CONTINUING VIOLATIONS: If the violation continues without resolution after the third notice a fine of \$100.00 shall be assessed every 14 days until the violation is resolved. In addition, the Board shall have the right to remedy the violation and/or take legal action. The cost of which shall be billed to the homeowner and collected as allowed by Arizona Revised Statutes.

FINES: No fine shall be imposed without providing a written warning to the Owner describing the violation and stating that failure to stop the violation within no less than fourteen (14) days or another recurrence of the same violation within three (3) months of the original violation shall make the Owner subject to the imposition of a fine.

Additional Remedies. The Association has the right, without proceeding through the steps outlined in the fine schedule above, to exercise its legal remedies against an Owner who is in violation of provisions in the Governing Documents, or to exercise self-help, if applicable. Nothing in this Policy prohibits the Association from seeking immediate redress, filing an action for any reason authorized by law, while also seeking injunctive relief for violations that are continuing or that affect the health, safety or welfare of the Community. Subject to the Governing Documents, the Association shall be entitled to its attorney fees and costs to compel compliance, regardless of whether a lawsuit is filed.

VIOLATION APPEAL PROCESS

When a violation notice is sent to a homeowner, the notice includes a statement notifying the homeowner that they have the "RIGHT OF APPEAL". When a homeowner wants to appeal a violation, they must send the Management Company written notice that they are requesting an appeal of the violation

- ◁ Appeals shall be received within twenty-one (21) days of the date of the fine notification (violation letter)
- ◁ Appeals shall demonstrate extenuating circumstances which require deviation from the CC&Rs and/or guidelines
- ◁ Appeals shall include all pertinent backup information to support the existence of the extenuating circumstance
- ◁ All decisions of the Board are final and may not be further appealed.
- ◁ The homeowner appealing the violation will be given written notice that the appeal is scheduled
- ◁ The appeal shall be heard in Executive Session
- ◁ The Board President will introduce all parties
- ◁ Lengthy discussions are not a part of an appeal process.
- ◁ The homeowner who is appealing will be asked to state their case and present any documentation that is applicable
- ◁ Each Board Member will have the opportunity to ask the homeowner specific questions regarding the appeal.
- ◁ Upon completion of the questions and answer period, the Board President will state the appeal has been heard and the Board will make their decision in closed session. Then "Written Notice" of the Board's decision will be given to the homeowner within (7) seven working days.

If the appeal is denied, the homeowner must bring the violation into compliance within (14) fourteen days. If the violation still exists after (14) fourteen days, the homeowner will be fined \$100.00 every fourteen (14) days until the violation is corrected. In addition, the Board of Directors may seek legal action to remedy the violation.

**CONSENT TO ACTION
BY THE BOARD OF DIRECTORS
SUNTREE HOMEOWNERS ASSOCIATION**

c/o Tru-Star Management Solutions, LLC
3100 W Ray Road, Suite 201
Chandler, AZ 85226
(602) 358-0220

FINE POLICY AND VIOLATION APPEAL PROCESS

The undersigned, representing a quorum of the Board of Directors of Suntree Homeowners Association, an Arizona nonprofit corporation, at a duly called meeting of Suntree Homeowners Association and reflected in the Meeting Minutes on

July 9, 2019, hereby take the following action:

RESOLVED, that the Board of Directors hereby approves the Fine Policy and Violation Appeal Process for Suntree, attached to this resolution.

The Board of Directors hereby instructs the managing agent to notify all homeowners of the implementation of the fine system effective as of

August 1, 2019.

IN WITNESS WHEREOF, the undersigned has executed the consent as of this 23rd day of July 2019.

Gordon Grandy
Gordon Grandy, President

SUNTREE HOMEOWNERS ASSOCIATION

c/o Thrive Community Management
3100 W Ray Road, Suite 201 | Chandler, AZ 85226
16165 N 83rd Ave, Suite 200 | Peoria, AZ 85382
Office: (602) 358-0220 | Fax: (602) 419-3294

RECREATIONAL VEHICLE STORAGE YARD PROCEDURE AND POLICY

Owners/tenants can rent one (1) space per lot per month in the RV Storage Yard. Use of the RV Storage Lot is for on-site residents use only and for the storage of recreational vehicles only. In order to seek rental approval, the attached application needs to be completed and returned along with the appropriate fees.

Return the attached form and payment to the management company's address located at the top of this policy. If the form is not completely filled out (including year, make, model, color, license plate, etc.) with the appropriate fees, it will not be approved and will be returned to the Owner/tenant.

All vehicles must have current registration and license in the name of either the Suntree Owner/tenant.

Park in your assigned space only. Violators will be towed at the vehicle owner's expense. In the event your license plate number changes, you need to notify the Association.

A refundable deposit of \$100.00 is required. The deposit is to be submitted with the application. The monthly rental fee of a space is \$15.00/month and is due on the first day of each month.

Should an Owner/tenant wish to cancel their space, a cancelation letter stating the termination date and the key will need to be returned to the management company. After confirming receipt of the key, no outstanding fees nor any damage to the common areas, the refund will be issued. Any unpaid rental fees will be deducted from the refunded amount. No partial months will be reimbursed.

In the event of a lost key, contact the management company immediately. Lost keys will be replaced with a \$50.00 non-refundable payment.

Owners/tenants shall not hold Suntree Homeowners Association, the Board of Directors nor Thrive Community Management and their staff liable for any damages, theft or loss. Use of the lot is voluntary and at your own risk. In the event that a vehicle needs to be towed, it will be done at the vehicle owner's expense.

**MAJORITY CONSENT TO ACTION
BY THE BOARD OF DIRECTORS
SUNTREE HOMEOWNERS ASSOCIATION**

c/o Thrive Community Management
3100 W Ray Road, Suite 201 | Chandler, AZ 85226
16165 N 83rd Ave, Suite 200 | Peoria, AZ 85382
Office: (602) 358-0220 | Fax: (602) 419-3294

RECREATIONAL VEHICLE STORAGE YARD PROCEDURE AND POLICY

The undersigned, representing a quorum of the Board of Directors of Suntree Homeowners Association, an Arizona nonprofit corporation, at a duly called meeting and reflected in the Meeting Minutes on the 14th day of January, 2020 hereby take the following action:

RESOLVED, that the Board of Directors hereby adopt the attached RV Storage Lot Procedure and Policy for Suntree Homeowners Association.

The Board of Directors hereby instructs the managing agent to notify all homeowners of the implementation of this policy effective as of 15th day of January, 2020.

IN WITNESS WHEREOF, the undersigned has executed this consent as of this 14th day of January, 2020.

Anaisha Tweedy

Board Member - Print

Anaisha Tweedy

Board Member - Signature

**MAJORITY CONSENT TO ACTION BY BOARD OF DIRECTORS
SUNTREE HOMEOWNERS ASSOCIATION**

c/o Tru-Star Management Solutions, LLC
3100 W Ray Road, Suite 201, Chandler, AZ 85226
(602) 358-0220

Fence, Carport and Pedestrian Gate Policy

The undersigned, representing a quorum of the Board of Directors of Suntree Homeowners Association, an Arizona nonprofit corporation, at a duly called meeting and reflecting the Meeting Minutes on the 9th day of July 2019, hereby take the following action:

RESOLVED, that the Board of Directors hereby adopt the below Fence, Carport and Pedestrian Gate Policy for Suntree Homeowners Association.

In order to maintain a uniform appearance, compliance with City of Mesa ordinances (Article 4, Chapter 30, 11-30-4, A. 1) and Suntree Homeowners Association CC&Rs, these guidelines are hereby adopted for the carport and pedestrian gates and fences:

- A. Prior to modification or replacement of fence/gate, an Architectural Submittal with all the design information must be submitted and written approval granted by the Suntree Architectural Committee.
 - 1. Letter of Architectural Approval will only apply to the approved submittal of the stated modification or replacement and only stand as long as the modification or replacement is in place.
 - 2. Additional modifications or replacements will require a new Architectural Submittal and written approval by Suntree Architectural Committee.
- B. Painting or repairing fence/gate is not considered a modification if it is back to the original color and the structure is approved by the Suntree Architectural Committee.
- C. To promote visual harmony, fences/gates must be constructed of materials and with same design as are in place in the Suntree neighborhood. Fences/gates are not to exceed six (6) feet in height.
- D. The following accessory items are not allowed to be used on fences/gates:
 - Cardboard, paper products, or plastic sheeting
 - Chipboard, partial board or plywood
 - Materials not intended for outdoor use

The Board of Directors hereby instructs the managing agent to notify all homeowners of the implementation of this policy effective as of 1st day of August 2019.

IN WITNESS WHEREOF, the undersigned has executed this consent as of this 23rd day of July 2019.

Gordon Grandy
Gordon Grandy, President

**MAJORITY CONSENT TO ACTION
BY THE BOARD OF DIRECTORS
SUNTREE HOMEOWNERS ASSOCIATION**

c/o Tru-Star Management Solutions, LLC
3100 W Ray Road, Suite 201
Chandler, AZ 85226
(602) 358-0220

TRASH & RECYCLE CAN COLLECTION POLICY

The undersigned, representing a quorum of the Board of Directors of Suntree Homeowners Association, an Arizona nonprofit corporation, at a duly called meeting and reflected in the Meeting Minutes on September 9, 2019, hereby take the following action:

RESOLVED, that the Board of Directors hereby adopts the following Trash & Recycle Can Collection Policy for the Suntree Homeowners Association:

Trash and recycle cans may not be placed out at the curb until after 6:00 p.m. the night before the scheduled pick up and must be put back so as not to be Visible from Neighboring Properties no later than 6:00 a.m. the day after pick up. Refuse containers will be stored in an enclosed garage or on another portion of a Lot that is not Visible from Neighboring Property.

The Board of Directors hereby instructs the managing agent to notify all homeowners of the implementation of the Trash & Recycle Can Collection Policy effective as of October 9, 2019.

IN WITNESS WHEREOF, the undersigned has executed this consent as of this 9th day of September 2019.

Daniel E Watson Vice President
Board Member Name Printed/Title

Daniel E Watson
Board Member Signature