

# Sun Air Estates, Unit 1, Inc., Rules, Regulations and Associated Fines

SUN AIR ESTATES UNIT 1, INC. an Arizona corporation, being the owner of all the following described premises situated in Maricopa County, Arizona, to wit:

Lots 1-84, inclusive, Sun Air Estates Unit 1  
According to plat of record in Book 151 of  
Maps, page 9, records of Maricopa County, Arizona

Does hereby declare said property subject to the following rules and associated fines as approved by the membership, at a meeting called for such purpose on October 26, 2017 and intended to replace that document recorded at the office of the Maricopa County Recorder on 11/01/1999 at 39-1007052 as follows:

## RULES, REGULATIONS AND ASSOCIATED FINES

Owners in Sun Air Estates Unit 1, have an investment which must be protected at all times, requiring the cooperation of all Members {Owners} for the maintenance of the beauty of the grounds, plantings and maintenance of the overall attractive appearance of the property. The standards of safety as prescribed in these Rules and Regulations must be completely followed for the well-being and safety of all owners of Sun Air Estates Unit 1' These Rules and Regulations replace all prior Rules and Regulations.

## BUILDINGS

FINES FOR VIOLATIONS OF ANY RULE IN THIS SECTION WILL BE RANGE FROM \$25.00 TO \$100.00 PER INCIDENT AS DETERMINED BY THE THEN CURRENT BOARD OF DIRECTORS

### B1. INTERIORS

Owners may decorate the interior of their units as they choose. All structural alterations or additions must be approved by the Board of Directors to protect against the weakening of the building structure. Plumbing and electrical wiring contained within the walls of the unit is the unit owners' responsibility to maintain.

### B2. ELECTRICAL WIRING:

Any permanent changes to the originally installed electrical system (add fixtures and outlets) inside and outside of a Unit must meet the National Electric Code Requirements and or the city of Peoria. Any change to the exterior electrical system must be first approved by the Board of Directors.

### B3. EXTERIORS

All proposed exterior alterations, modifications or additions to the original structure must be submitted before any work may be performed. Board may waive in Berson requirement at their discretion. Additionally, the Owner is solely responsible for determining whether any city permits are required and if so, they must obtain such permits.

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## B4. ROOF AND OTHER ATTACHMENTS:

No exterior awnings, shades or roof turbines, solar units, or skylights shall be installed without prior written approval of the Board. In the case of the installation of any of the afore mentioned items the Unit Owner shall be required to indemnify the Association against any damages to the exterior of the building including the roof caused by the installation of the afore mentioned items. The heating; cooling system, television antenna, evaporative cooler and satellite dish on the roof of each owner's unit is all personal property of the unit owner and as such must be maintained and kept in good repair by the unit owner.

## B5. ROOF MAINTENANCE

Homeowners will be responsible for the cost and repair of their own roofs through their personal insurance. The HOA will no longer maintain or be responsible for roof repairs.

## B6. DOORS

The garage and front doors, as to normal wear and tear, are to be maintained in good repair by the Association. In the event the Owner replaces any exterior door, at their own expense, Board approval must be obtained. The association is not responsible for the automatic door openers or closures or interior garage door track. Any damage caused by the unit owner, guest of owner, tenant, guest of tenant or any other person or entity invited onto the property will be the responsibility of the owner to repair at their expense.

B7. Outside hose bibs, potable water supply lines, valves underground plumbing and sewer lines shall be the responsibility of the Association to repair. Homeowners are responsible for stoppage due to their own negligence, within the underground cast iron and ABS sewer lines outside the building; and will be assessed any cost incurred by the Association for the maintenance thereof.

## B8. PAINTING

The Association is responsible for the painting and painting repairs of the Units exterior. Any deviation of paint color, requested by the unit owner must be done by written request for approval by Board.

## B9. GUTTERS & DOWNSPOUTS

Maintenance, repair, cleaning and replacement of rain gutters and downspouts are the responsibility of the unit owner. Any damage to the building or trim due to lack of maintenance will be repaired at the expense of the unit owner.

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## YARDS

Y1. Any proposed modification of the landscaping of the Common Area shall be submitted in writing to the Board for approval, please note: Any planting or removal of a tree in the Common Areas must be approved by the Board. If the Homeowner is designing a new flower bed, it must also be approved.

Fine for failure to get approval \$25.00 PER INCIDENT

Y2. The unit owner shall be responsible for the installation and maintenance of automatic control valves and timers for use by their unit.

The sprinkler system and all related parts, except for the electrical control valves and timers, are the property of the Association. No person or entity is permitted to repair, change or do any repair work on the Associations property without the permission of the Board or unless contracted by the Board.

Fine for unauthorized repairs or charges \$100.00 PER INCIDENT

## Y3. TRESS, SHRUBS ANE GARDENS

The trees shrubs/bushes and gardens shall be the responsibility of the unit owner to maintain, trim and remove. Any tree, bush or shrub determined by the Board based on verifiable information obtained from their contractor, insurance inspector or any other agent of the Board, that must be removed due to disease or being a hazard will be the Associations responsibility to do so and will be at the Associations expense. No barrier hedge is allowed on the Association's property. Any barrier hedge in existence at the time of recording this document will be considered "grandfathered" which will be allowed but when removed will not be replaced. Any "grandfathered" barrier hedge located on any portion of any portion of any lot cannot be to be more than five {5} feet in height. Bushes under a window, including those in pots. must be kept trimmed to the bottom or below the window ledge for safety reasons. If bushes are located within a border, they need to stay within the perimeter of that area to allow the mowers to have free access. plants on trellises cannot go above or touch the roof or extend into someone else's area. Evergreen bushes and trees are treated as trees and cannot touch the roof or branches extend to the neighbors' restricted use area. Dead trees and stumps must be removed by a licensed contractor due to possible damage to the irrigation system. Written consent to remove the tree and stump and planting of new trees must be approved by the Board of Directors. No Palm trees of any variety or deciduous trees those that shed their leaves annually) will be allowed.

Fine for failure to comply \$25.00 PER INCIDENT

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## Y4. WATERING OF LAWNS

It shall be the responsibility of the Owner to see that their lawn is adequately watered and to notify the Landscaping Director of any sprinkler problems, including inadequate coverage, and other problems with the turf.

Failure to adequately water \$5.00 PER DAY TO MAXIMUM CIF \$300.00 PER INCIDENT

Y5. Lawns are not to be watered on the morning or afternoon of the day/days Landscapers are scheduled. Late evening or night watering will be acceptable.

Fine for failure to comply \$10.00 PER INCIDENT

## Gravel Lots

Y6. When lawn is converted to gravel aka xeriscape, the unit owner is responsible for vegetation control within the graveled area for the six {6} months following installation-

Fine for failure to keep vegetation free \$45.00 for each 30-day period

## GENERAL

### PARKING

G1. No trailer, mobile home, camper, motor home, or any similar vehicle or boat and boat trailer, storage trailer shall be parked in the street or unit's driveway for more than forty-eight hours.

All motorized vehicles are prohibited on any portion of the common area except those necessary to maintain the landscaping including tree removal, handicapped mobility scooters, wheel chairs and golf carts.

Abandoned vehicles may not be allowed to remain on a public thoroughfare longer than forty-eight {48} hours or seventy-two hours {72} on private property. Per Sec. 14-115 City Ordinance

No vehicle of any type will be allowed to be parked in such a manner that will block clear access to the sidewalk, this follows the ADA regulations.

No vehicle of any type will be allowed to be parked on the street in a manner that impedes access to the mail box and/or will interfere with the delivery of mail.

Fine for failure to comply: \$5.00 per day and/or \$25.00 to \$100.00 per incident as determined by the Board of Directors.

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## G2. PETS

1. All cats must be confined to the interior of the residential unit and not allowed to run free. If outside must be under owners' control or on a leash.
2. All dogs when outside owner's unit must be on a leash or under the owners control and must remain in the owner's restricted common area {lot}.
3. No outside kennels, dog runs or other containment fencing either temporary or permanent will be allowed. Those existing at the time of recording this document will be considered "grandfathered" but if removed will not be allowed to be replaced.
4. Dog waste must be picked up immediately and not allowed to accumulate anywhere on property.
5. No occupant shall leave food for animals er birds outside the unit.
6. ADA certified "service animals" and "assistance animals" must be registered with Association by filing proper documentation of certification, and that list what restrictions do not apply and meets all the requirements as set forth in the Fair Housing Act and said animal is suitable to be domiciled in an apartment unit.
7. Certification documents must be on file with the Association.
8. No pet may be tethered in the owner's restricted common area or any area on a tether longer than ten {10} feet and must always remain under visual observation. Tethering of pets is discouraged.
9. The caretaker of the pet is responsible for all damages caused by the pet.  
Fine for violation \$25.00 to \$100.00 per incident as determined by the Board of Directors

## G3. GARBAGE, TRASH, AND RECYCLE CANS

Garbage, trash, and recycle cans shall be left in front of the unit only on days of pick-up and after pickup, shall be removed from the front and kept out of sight.

Fine for violation: \$5.00 per day plus \$25.00 for continued violation as determined by the Board of Directors.

NOTE: THIS IS ALSO A CITY OF PEORIA CIRDINANCE AND YOU COULD BE FINED BY THE CITY.

## G4. DRYING AREA

clothes hung outside for any reason will only be allowed in the patio area, except when necessary for a yard sale. Clothes lines shall not be left hanging when not in use to maintain the beauty of our property.

Fine for violation \$25.00 PER INCIDENT

## G5. OUTSIDE STORAGE AND AREA UPKEEP

No Outside storage, service Yards, wood piles shall be allowed. All rubbish, trash, or garbage shall be removed from the units restricted area and shall not be allowed to accumulate thereon.

Fine for violation \$5.00 PER DAY TO MAXIMUM OF \$200.00

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### G6. NOISE

No occupant of any Unit shall make or permit to be made, any disturbing noise or noises or permit anything to be done that will interfere with the rights, comfort or convenience of other owners or occupants.

Fine for violation \$25.00 PER INCIDENT

### G7. PATIOS:

The Owner of each apartment unit is responsible for maintaining the attached patio in a clean and orderly fashion. Only outside or patio style furniture will be allowed. No overstuffed chairs, mattresses, recliners or similar style furniture shall be allowed to be stored or used on the patio. Any damage caused using gas, charcoal or electric grills on the patio or surrounding area will be the responsibility of the owner to repair at their expense.

Fine for violation \$25.00 PER INCIDENT AND/OR \$25.00 weekly until corrected

### G8. FLAGS

Only the United States Flag, the Arizona state Flag, and the Garden Flag's, may be displayed on the property.

No banners, ribbons or any similar item, except for the previous listed flags, may be displayed where visible from any part of the community.

The Board of Directors may grant permission upon written request for a display for special celebrations or occasions.

FINE FOR VIOLATION \$25.00 PER INCIDENT and \$5.00 each day when in violation.

### G9. UNDERAGE OCCUPANCY

per Restrictions this is a fifty-five plus (55+) community. Each unit must be occupied at least one person fifty-five plus (55+) of age and no person under the age of eighteen (18) is allowed to live on the property for more than ninety (90) days in a twelve (12) month period.

FINE FOR VIOLATION: \$20.00 PER DAY TO A MAXIMUM OF \$600.00 PLUS LEGAL FEES IF ANY

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## MISCELLANEOUS

### M1. COMPLAINTS AND SUGGESTIONS

Complaints and suggestions shall be made in writing and signed and presented to the Board. The Board shall answer all complaints and requests in writing within ten (10) days after the next scheduled Board meeting. Owners must not make complaints or suggestions to the gardener or maintenance men or their assistants. Day-to-day maintenance problems should be referred to the chairman or a member of the committee appointed by the Board. The Board must depend on the Owners for constructive criticism and suggestions for the improvement of Sun Air Estates Unit Inc. Living.

### M2. AMENDMENT, MODIFICATION, OR ADDITIONS TO RULES AND REGULATIONS

All amendments to the Rules and Regulations must be approved by fifty-five (55) per cent of a minimum of sixty (60) or more eligible voting members casting their vote in person or by absentee ballot at any meeting called for such purpose.

Amendment, modification, or addition to the Rules and Regulations may be recommended by any Owner in writing but such amendment, modification or addition must be approved by fifty-five (55) per cent of a minimum of sixty (60) or more eligible voting members casting their vote in person or by absentee ballot at any meeting called for such purpose.

### M3. INSURANCE

Each homeowner will be responsible for obtaining their own homeowner's insurance, covering dwelling, personal property, liability, and fire. The HOA will only cover the Directors' and Officers' (D&O) insurance and common areas policy, which will remain included in the HOA assessments.

### M4. VACATIONS

When an Owner(s) is to be away for an extended period, it is recommended that they leave a key to their Unit with a friend or neighbor to be used in the event of an emergency. The Board should be informed of the key placement. The responsibility of having lawns watered regularly during any absence is to be assumed by the Owner.

A current emergency contact must always be on file with the Board Secretary.

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