

RULES AND REGULATIONS

UNIVERSITY MEADOWS HOMEOWNERS ASSOCIATION

Effective: February 15, 2021

These Rules and Regulations are binding upon and must be complied with by all owners, renters, guests and users of the property within the University Meadows Homeowners Association (the “Association”). They are intended to benefit the common good and as a result, maintain property values and encourage neighborly cooperation. It is the responsibility of each Unit Owner to be familiar with the requirements of the CC&Rs and the most recent copy of these Rules and Regulations and to inform all occupants, residents, tenants, guests and invitees of the requirements for living at the University Meadows Condominiums. **UNIT OWNERS ARE ADVISED TO MAKE THE RULES AND REGULATIONS PART OF THEIR LEASE AND/OR RENTAL AGREEMENTS.**

1. The sidewalks, walkways and entrances must not be obstructed in any manner. Except for a reasonable number of pieces of customary deck furniture, bicycles, plants and sunscreens of the types and colors approved by the Board, nothing shall be stored, placed, or erected on any balconies or patios of the Buildings and only free-standing, approved items shall be placed in these areas; nothing shall be hung in these areas. Nothing shall be stored, placed, or erected on any entrance areas of the Buildings. The storage, placement, or erection of any such items as permitted by this rule must not interfere with access by emergency personnel to any of the Units or the Common Elements or create a hazardous condition. Prohibited items on balconies, patios and entrance areas include, but are not limited to, garbage, trash cans and clothes lines. Bird feeders, including, without limitation, hummingbird feeders are not allowed.
2. No animals, birds, fowl, poultry, or livestock, other than a maximum of three (3) cats and a reasonable number of other generally recognized house pets, other than dogs, shall be maintained in or on the Association and then only if such approved house pets are kept or raised solely as domestic pets (and not for commercial purposes) within an Owner's Unit and the patio or balcony allocated thereto. No dogs shall be maintained in or on the Association. No pet or other animal shall be allowed to make an unreasonable amount of noise, cause an odor, or to become a nuisance. No Unit Owner or any other lawful resident or guest or invitee thereof shall permit any pet being kept in the Unit or the Limited Common Elements allocated to the Unit to relieve itself on any portion of the Common Elements; it being understood that it shall be the responsibility of such person to immediately remove any droppings from pets. No structure for the care, housing, confinement, or training of any animal or pet shall be maintained on any portion of the Common Elements (including Limited Common Elements) or in any Unit so as to be visible from the exterior of the Building in which the Unit is located. Disability assistance pets will be permitted if required by applicable Fair Housing and other statutes. Any such disability assistance animals must be registered with the Property Management Company. All cats must be on a leash when outside of the Unit.
3. No awning, canopy, shutter, screen door or other projections shall be attached to or placed upon the outside walls, doors or roof of a Unit without the prior written consent of the Board. No wood burning stove, fireplace, coal stove, portable cooking grill or stove, kerosene or other heater or any other device which has an open flame (other than a customary range and oven) may be installed or maintained in or on any Unit or Common Element. **No barbecue grills of any kind, charcoal, gas, or electric may be stored or used on the decks, patios, balconies or landings.** This also includes any type of open flame such as torches. There are charcoal grills placed around the grounds for resident use. No flammable, combustible, explosive fluid or chemical substance shall be kept in any unit or on the decks and balconies at any time.
4. No reflective materials, including, without limitation, aluminum foil, reflective screens or glass, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows of a Unit without the prior written approval of the

Board. No enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a Unit or any Limited Common Elements allocated to a Unit shall be constructed or installed in any Unit or Limited Common Element without the prior written approval of the Board, unless the items so installed are substantially identical in color, texture and size to the window coverings being replaced.

5. No one shall place anything which might fall from the windows, rails of decks, balconies or entry way of doors. No one shall sweep or throw any dirt, cigarettes or other substances from their Units or the patios, balconies or entry ways thereto.
6. Refuse and bagged garbage shall be deposited only in the dumpsters provided. Nothing shall be placed outside the dumpsters.
7. No Unit Owner shall permit anything or condition to exist within the Association which could induce, breed or harbor infectious plant or animal diseases or noxious insects, such as bedbugs.
8. No plantings or gardening on the Common Elements shall be done by an Owner or resident and no fences, hedges or walls shall be erected or maintained upon the Common Elements, including the Limited Common Elements.
9. No immoral, improper, offensive, or unlawful use shall be made of any part of the Association including any Unit.
10. No one shall make any disturbing noises by himself, his family, visitors in or about the Unit. No resident, occupant or guest shall play any musical instrument, CD/cassette, television, radio, sound amplifier or any other sound-emitting device in or around a Unit that would disturb others. All persons shall lower the volume of any such devices between the hours of 10:00PM and 7:00AM of the following day. Additionally, no loudspeakers shall be affixed to any wall, ceiling, shelving or cabinets so as to cause vibrations discernible between Units. The use of stereo equipment, televisions and musical instruments shall be subject to and must be used in accordance with the Rules.
11. Without the prior written approval of the Board, no satellite dish or television or radio antennas of any sort shall be placed, allowed or maintained upon any portions of the Common Elements. Please contact property management for further explanation.
12. No one is allowed on the roofs of Buildings at any time. This includes that no sunbathing or any other activity or furnishing is allowed on roof tops of the Buildings. Owners will be responsible for any damages.
13. No emblem, poster, advertisement, logo, sign or billboard of any kind, including, but not limited to, "For Sale" or "For Rent" signs, shall be displayed on any unit without the prior written approval of the Board; except for the following signs:
 - (i) one "for sale" sign and one "for lease" sign may be posted on the Unit, which conforms with industry standards: not to exceed 18" x 24" plus a "rider" not to exceed 6" x 24". No flyer boxes, information tubes, or other types of attachments containing property information are permitted. All "for sale" signs and "for lease" signs must be commercially produced;
 - (ii) temporary open house signs may be displayed on a unit as permitted by A.R.S. §33-1261(C), as amended, and by any successor statute thereto, provided, however, open houses shall not be held before 8:00 a.m. or after 6:00 p.m.;
 - (iii) any signs as may be required by legal proceedings;
 - (iv) such signs as are approved by the Board;
 - (v) any signs specifically permitted pursuant to these Rules & Regulations and
 - (vi) political signs maybe displayed on a Unit, including the Limited Common Elements of the Unit that are doors, walls, patios or other Limited Common Elements that touch the Unit, subject to the following: Political signs may be displayed not more than seventy-one (71) days prior to any election. Political signs must be removed within three (3) days after an election day. The total political sign area cannot exceed the maximum size limit established from time to time by applicable City of Flagstaff ordinances and, in any event, may not exceed nine square feet. All political signs must be commercially produced. Except as permitted hereby, no signs may be displayed on the Common Elements.
14. For each upstairs Unit (an even numbered Unit) there is a limit of 12 persons per Unit limit that may be present at any time in the Unit. Owners and other residents must also take into account the weight of heavy furniture, personal items and appliances that increase the load on the floors and/or balconies of their Units when determining how many persons

may be present at one time in their Units. Any damage and/or personal injury resulting from overloading the floors and balconies of the upstairs Units shall be the responsibility of the owner of such Unit.

15. Parking at the Association is limited to Unit Owners, residents and their guests only. Downstairs Units have one and only one designated parking spot. Upstairs Units have two (2) and only two (2) designated parking spots. Guest parking is for guest only on a "first come, first serve" basis. Please call the towing company designated on the "No Parking" signs located by the guest parking spots if someone is parking in your designated parking spot.
16. No truck (other than a Family Vehicle truck described below), mobile home, mini or standard size motor home, travel trailer, tent trailer, trailer, all-terrain vehicle, bus, camper shell, detached camper, recreational vehicle, boat, boat trailer, or other similar equipment or vehicle ("Commercial Vehicles") may be parked, kept, or maintained on any part of the Association. A "Family Vehicle" truck is a pick-up truck of less than 3/4 ton capacity with camper shells not exceeding eight (8) feet in height measured from ground level used by the Owner of the Unit or his family members, tenants, guests or invitees for family and domestic purposes and which are used on a regular and recurring basis for basic transportation. No Vehicle or Vehicles may be parked on any part of the Association (whether in a parking space or otherwise) in such a manner as to interfere with the use by any Owner or any other person of such Owner's parking space or of the driveways or parking areas or (ii) create a hazardous condition on the driveways or parking areas.
17. There shall be no parking of Vehicles in the fire lanes, on sidewalks, lawn areas and blocking of dumpsters. Abandonment of Vehicles or Vehicles parked in the posted fire lanes will result in tow-away at the Vehicle owner's expense
18. Other than temporary emergency repairs, no Vehicle shall be constructed, reconstructed, serviced or repaired, and no inoperable Vehicle may be stored on any portion of the Association
19. No parking space in the Association may be used for storage or for any purpose other than the parking of Vehicles permitted under the CC&Rs.
20. No one shall live in or store boats, trailers, mobile homes, recreational vehicles or commercial vehicles in the parking areas or in any other portion of the Common Elements.
21. The Board of Directors shall have the right to have any Vehicle that is parked, kept, maintained, constructed, reconstructed or repaired in violation of the CC&Rs, these Rules and Regulations or any statute or ordinance towed away at the sole cost and expense of the owner of the Vehicle or equipment. Any expense incurred by the Association in connection with the towing of any Vehicle or equipment shall be paid to the Association upon demand by the owner of the Vehicle or equipment. If the Vehicle or equipment is owned by an Owner, any amounts payable to the Association shall be secured by the Assessment Lien, and the Association may enforce collection of such amounts in the same manner provided for in this Declaration for the collection of Assessments.
22. All bicycles parked/stored in the Common Elements (i.e. bicycle racks, landing railings, under stairwells, etc.) are required to be registered with the Flagstaff Police Department (the "FPD") and to have a registration sticker issued by the FPD adhered to the bicycle at all times it is stored on the Common Elements. For more details, please see the Bicycle Storage Guidelines.
23. No business, professional or commercial activities of any kind shall be conducted from the Units except that a Unit Owner or other resident may conduct a business activity within a Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Condominium; (iii) the business activity does not involve persons coming to the Unit or the door-to-door solicitation of Unit Owners or other residents in the Condominium; (iv) the trade or business conducted by the Unit Owner or resident shall not require more than one (1) employee working in or from such Unit who is not a lawful resident thereof; (v) the volume of vehicular or pedestrian traffic or parking generated by such trade or business does not result in congestion or parking violations; (vi) the trade or business does not use flammable liquids or hazardous materials in quantities not customary for residential use; and (vii) the business

activity is consistent with the residential character of the University Meadows Condominium project and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of Unit Owners or other residents in the Association, as may be determined from time to time in the sole discretion of the Board of Directors.

24. The rules for use of the Laundry Room are posted inside that building. Please forward all related problems to the property manager.

These Rules and Regulations will remain in effect until amended by the Board of Directors of the Association. The adoption and enforcement of these Rules and Regulations are authorized by Arizona law and the Amended and Restated Condominium Declaration for the Association (the "CC&Rs"). In the event of a conflict between a provision hereof and a provision of the Amended and Restated Declaration (the "CC&Rs"), the provision of the CC&Rs shall prevail. Nothing contained herein shall be deemed to limit the applicability of the provisions of the CC&Rs. Pursuant to Section 6.2 of the CC&Rs, the Board may from time to time in its sole discretion amend, repeal, or augment these Rules and Regulations as it deems appropriate, subject, of course, to the terms of the CC&Rs and applicable law. The Board retains the right to grant variances from these Rules and Regulations as determined appropriate in its sole discretion. The waiver by the Association of, or the failure of the Association to take action with respect to any breach of any term, provision, covenant or condition of these Rules & Regulations, CC&R's or Bylaws, shall not be deemed to be a waiver of such term, provision, covenant or condition or any subsequent breach of the same or any other term, provision, covenant or condition contained in said documents. No past lack of enforcement of any of the items covered by these Rules & Regulations or the CC&Rs shall be deemed a waiver of the Association's right to enforce these Rules & Regulations or the underlying CC&Rs from and after the effective date hereof.

Owners are responsible for the acts of their tenants and guests and for all other occupants of their Unit. *All communications regarding infractions of these Rules and Regulations and the CC&Rs will be addressed to the Unit owners and any fines levied will be against the Unit Owner rather than the tenant or occupant, as prescribed in the CC&Rs and Arizona Revised Statute. Violations of these Rules and Regulations may result in fines being assessed against the Unit Owner and in the Association pursuing its other remedies for such violations. Pursuant to the CC&Rs, the Owner responsible for any violation of these Rules and Regulations shall be obligated to reimburse the Association for all of its enforcement costs, including its attorneys' fees incurred in any such enforcement actions.*