

**MOUNTAIN OAKS TOWNHOUSES HOMEOWNERS' ASSOCIATION
RULES AND REGULATIONS FOR LIVING AT MOUNTAIN OAKS**

Adopted by the Board of Directors
Effective September 12, 2015
Revised December 11, 2020

1. The Board of Directors shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate, binding upon all Persons subject to the CC&Rs. (Article 3, Section 3.4 of the CC&Rs.)
2. All Lots shall be used, improved and devoted exclusively to residential use. Each Dwelling Unit constructed on the Real Property may only be occupied by a Single Family. (Article 6, section 6.2 of the CC&Rs)
3. No part of any Lot shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or any nonresidential purpose except that an Owner or other resident of a Dwelling Unit may conduct a business activity within a Dwelling Unit so long as such activity complies with the provisions of Article 6, Section 6.3 of the CC&Rs and applicable governmental regulations.
4. No air conditioning units, heating units, compressors, evaporate coolers, or similar equipment shall be constructed or installed on the roof of any Dwelling Unit. (Article 6, Section 6.5 of the CC&Rs) Solar panels may be installed on the roof of a Dwelling Unit only with the prior written approval by the Architectural Committee.
5. Except for the landscaping and planting installed by the Declarant, no alterations or improvements may be constructed or installed on any lot and no construction, alterations, repairs, excavations, grading, landscaping or other work which in any way alters the exterior appearance of the Lot, the Dwelling Unit or other improvements located thereon shall be made or done without prior written approval from the Architectural Committee. (Article 6, Section 6.27 of the CC&Rs)
6. No walls, hedges or fences of any kind are permitted on, or around the boundary of, any Lot, or between any Lots without prior written approval of the Architectural Committee. (Article 6, Section 6.8 of the CC&Rs)
7. No spotlights, flood lights or other high intensity lighting may be placed or utilized upon any Lot which in any manner will allow light to be directed or reflected on any other Lot except as may be expressly permitted by the Association Rules or the Architectural Rules. (Article 6, Section 6.10 of the CC&Rs)
8. No animals, including horses or other domestic farm animals, fowl, or poisonous reptiles of any kind, may be kept, bred or maintained within the Mountain Oaks Townhouses development, except a reasonable number of generally recognized household pets and in accordance with the Association Rules. No animals may be kept, bred or raised within the development for commercial purposes. In no event may any domestic pet be allowed to run freely outside its owner's Lot without a leash, or so as to create a nuisance. No animals may be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal may be maintained so as to be visible from a neighboring property. Please refer to the City of Flagstaff leash laws, and remember to immediately clean up after your pets. Please also be aware of the City Ordinances regarding barking dogs. (Article 6, Section 6.20 of the CC&Rs)

9. Except with prior written approval of the Architectural Committee, no mobile home, travel trailer, trailer, motor home, boat, snowmobile, horse trailer, commercial vehicle, camper, boat or any other recreational vehicle, or truck with a capacity of 3/4 ton or more may be kept, stored, placed, maintained, constructed or repaired on any Lot within the Project. No such vehicles shall be permitted in any of the Association's Common Areas except the private drive. (Article 6, Section 6.19 of the CC&Rs)
10. No occupant of a Dwelling Unit shall play a stereo, TV, or any other electronic appliance loud enough to disturb the adjoining and other Dwelling Units at any time. Verbal communication inside and outside the Dwelling Unit must be in normal speaking voice to avoid disturbing the community. Please be a considerate neighbor. Owners please inform your tenant(s), guest(s) and invitee(s) of the City of Flagstaff ordinances regarding noise control and party restrictions. (Article 6, Section 6.9 and Section 6.28 of the CC&Rs)
11. No items are to be left or stored on the front yard of a Lot or driveway. Garbage and recycle bins may be left at curbside from 6:00 P.M. of the day prior to pick up until 10:00 P.M. of the day of pickup; at all other times bins are to be kept inside the garage. Items allowable on the front entry are limited to appropriate outdoor furniture: a bench, an urn, planter, etc. as determined by the Architectural Committee. (Article 6, Section 6.21 and Section 6.29 of the CC&Rs)
12. Screens and windows are to be maintained at all times by the Lot Owner. Interior curtains, drapes, shutters or blinds may be installed as window covers. No aluminum foil, reflective material, newspaper or other materials not customarily made for use as window covers may be installed or placed upon the inside or outside of any Dwelling Unit or other structure. Posters, display signs, murals, and makeshift coverings are not allowed. Exterior awnings, canopies, shutters and similar items may not be installed without prior written approval of the Architectural Committee. (Article 6, Section 6.18 of the CC&Rs)
13. Front and back yards, decks, and patios shall be kept clean and free of trash. Permitted yard furniture is limited to appropriate outdoor furniture and barbeque grills. Other than barbecues in properly constructed barbecue pits or grills, and fire pits in compliance with the Association Rules and the Architectural Rules, or as otherwise expressly permitted in such rules, no open fires are permitted on a Lot or other portion of the development nor shall any other similar activity or condition be permitted. Natural gas and propane are the only acceptable type of fire pit. All barbeques and fire pits must be used out from under any roof overhangs, trees and other flammable vegetation. If barbeques and fire pits are on any surface other than concrete they must sit on a protective surface, such as a protective grill pad. ALL use of barbecues and fire pits must be in compliance with the City of Flagstaff fire restriction stages (visit: www.mtoakshoa.com). (Article 6, Section 6.22 and Section 6.29 of the CC&Rs)
14. Garage sales need to be approved by the Board of Directors. Please contact the Property Management Office with your request. (Article 3, Section 3.4 of the CC&Rs)
15. Each Dwelling Unit is allocated four parking spaces - two in the garage of the Dwelling Unit and two in the driveway of the Dwelling Unit. There is to be no parking on Mountain Oaks Drive overnight, or for any extended period of time or for any period where such parking adversely affects normal traffic and access for emergency vehicles. There is to be absolutely no parking on Mountain Oaks Drive that would affect proper snow removal, or parking within 25 feet of the mail box area that would affect postal delivery. Mountain Oaks Drive is a private drive and is a posted fire lane. (Article 3, Section 3.4 of the CC&Rs)
16. 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 Lot without the prior written approval of the Architectural Committee; except for the following signs: (i) one "for sale" sign and one "for lease" sign may be posted on the Lot, which conforms with industry standards: not to exceed 18" x 24" plus a "rider" not to exceed 6" x 24". All "for sale" signs and "for lease" signs must be commercially produced; (ii) temporary open house signs may be displayed on a Lot as permitted by A.R.S. §33-1808, 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 Architectural Committee; and (v) political signs may be displayed on a Lot 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 ordinances. All political signs must be commercially produced. No signs may be displayed on the Common Area except by the Association. (Article 6, Section 6.16 of the CC&Rs)

17. No planting or gardening shall be permitted in the Common Areas. No altering of the established drainage patterns shall be permitted. No Owner may erect, construct, maintain, permit or allow any fence or other Improvement or other obstruction (a) which would interrupt the normal drainage of the land or (b) within any area designated on the Plat (or other building document) as a "Drainage Easement". (Article 6, Section 6.14 of the CC&Rs)
18. Each Owner shall be responsible for obtaining property insurance for his own benefit and at his own expense covering his Lot, Dwelling Unit and all improvements and personal property located therein and thereon not covered by the blanket property insurance policy maintained by the Association. Each Owner shall also be responsible for obtaining at his expense personal liability coverage for death, bodily injury or property damage arising out of the use, ownership or maintenance of his Lot and Dwelling Unit and such other insurance as the Owner shall determine from time to time to be appropriate to protect the Dwelling Unit, the Lot and/or the Owner. (Article 10, Section 10.4 of the CC&Rs)
19. Each Lot Owner shall prevent the buildup of ice, ice dams and icicles on the roof of their Dwelling Unit and shall be responsible for ice and snow removal on all driveways and walkways on their Lot. (Article 3, Section 3.4 of the CC&Rs)
20. All screen doors and security doors must be approved by the Architectural Committee prior to the installation thereof.
21. All window screens and screen frames must be approved by the Architectural Committee prior to the installation thereof.
22. No Dwelling Unit shall be leased for any period less than thirty (30) days. No Dwelling Unit may be leased for more than five times in each calendar year. No portion of a Dwelling Unit may be subleased. (Article 11, Section 11.11 of the CC&Rs)
23. The Association maintains, repairs and replaces only the following portions of the Lots and the Dwelling Units: (a) subject to the following proviso, reconstruct, repair, replace or refinish the exterior portions of all Dwelling Units, including repair and replacement of exterior building surfaces and roofs (down to and including the roof sheathing boards); provided that notwithstanding the foregoing, the Association shall not reconstruct, repair, replace or refinish party walls, patios, patio walls, privacy walls, porches, porch railings, deck railings, deck surfaces and substructures, railings, driveways, glass surfaces, skylights, window screens, stained entry doors, garage doors, and any fixtures

or additions made by an individual Owner. As used herein, the term "patio wall" shall mean any wall or railing totally or partially surrounding any portion of a Lot which wall or railing does not constitute an integral portion of three structural exterior walls of the Dwelling Unit; (b) paint exterior building surfaces, patio walls, exterior Party Walls, privacy walls, porches and rear deck railings and front porch railings, and (c) maintain the landscaping and irrigation systems in the front yards of Lots (which shall consist of the area from the curb of the street adjacent to the Dwelling Unit to the wall of the Dwelling Unit facing such street); provided that the Owner of the Lot and the Association shall each pay one-half (1/2) of the cost of replacing all dead shrubs, trees and plantings removed from the front yard of their Lot by the Association. All exterior painting will be performed on a rotational basis as established from time to time by the Board of Directors. If you choose to paint components of your deck at your own expense out the scheduled sequence, you must follow all Architectural Review Guidelines and submit your proposal for review and written authorization by the Architectural Committee. (Article 9, Section 9.2 of the CC&Rs)

24. All Dwelling Units and decks must be painted in accordance with the existing Mountain Oaks Color Scheme. All roof materials must be in accordance with the existing Mountain Oaks approved shingle style and color.
24. Except with respect to those portions of the Lots and the Improvements thereon which the Association is explicitly required to maintain as described in Rule No. 23 above, each Owner of a Lot shall be solely responsible for the maintenance, repair and replacement of all portions of his Lot, his Dwelling Unit and the other Improvements thereon. Such Owner responsibilities include, without limitation, maintenance of side and back yard areas (including plants and trees), all windows and doors, screens, decks, railings, steps, walkways, patios, driveways, gutters and down spouts.
25. Each Owner shall be responsible for the maintenance, repair and replacement of any Improvements to the Common Area made by such Owner or by such Owner's predecessor-in-interest. Upon the written request of the Association, the Owner shall remove any Improvements to the Common Area made by such Owner or by such Owner's predecessor-in-interest without the prior written approval of the Architectural Committee. (Article 9, Section 9.3 of the CC&Rs)
27. All refuse must be properly placed within the Owner's personal refuse container supplied by the City of Flagstaff. Any bulk refuse items such as household furniture, lumber material and landscaping waste must be removed from the Owner's property. An Owner may contact the City of Flagstaff to find out the bulk trash pickup days. Any refuse left on any Lot or Common Area will be removed by the Association and the removal cost therefor will be assessed to the Lot Owner.
28. The feeding of wild animals, including feral cats, is strictly prohibited by the Association.
29. No personal property shall be placed, left, or stored on the Common Area. This is inclusive of but not limited to: signs, holiday decorations, yard decorations, outdoor furniture, bird feeders, plant/flower pots, etc.. All personal property must be kept within the Lot property lines.
30. During traditional holidays, traditional decorative items may be placed in windows or on the exterior of the Dwelling Unit from six weeks before the holiday until two weeks after the holiday.

31. Subject to applicable statutes, the installation of satellite dishes must be approved by the Architectural Committee prior to installation. The mounting of satellite dishes on the roofs of the Units is prohibited.
32. No basketball backboards or basketball hoops may be mounted on a Dwelling Unit or mounted or erected anywhere else on a Lot. No portable basketball backboards and basketball hoops may be used on a Lot or on any public or private street within the Mountain Oaks Townhouses development.
33. Please contact the Community Manager for information and forms for Architectural Review or find it on the website, www.mountainoakshoaz.com.
34. **For Lots 1 through 4, 7 through 16, 49 through 52, 56, 57, 65 through 70, 17 through 28 and 41 through 48, a wall constructed of concrete piers, wood posts and with wood siding on each side, not exceeding 42" in height with egress door may be built around existing patios that were constructed as part of the original building package. The walls may be constructed a maximum of 12" beyond the outline of the concrete patio. The siding on the enclosure wall will be the same material as the siding on the building. It will be capped with a 2x6 wood trim and the entire unit will be painted same as the Dwelling Unit and become part of the exterior maintenance obligations of the Association. Any such wall must be approved by the Architectural Committee prior to the commencement of the construction thereof.**

The above Rules and Regulations are intended to benefit the common good and to maintain property values and encourage neighborly cooperation. It is the responsibility of each Lot Owner to be familiar with the Second Amended and Restated Covenants, Conditions and Restrictions for Mountain Oaks Subdivision (CC&Rs) and these Rules and Regulations and to inform all occupants, residents, tenants, guests and invitees of the requirements for living at Mountain Oaks Townhouse development. All infractions of these Rules and Regulations and the CC&Rs will be addressed to the Lot Owners and any fines will be levied against the Lot Owner rather than the tenant or occupant, as prescribed in the CC&Rs of the Association and Arizona Revised Statute. **Please refer to the "Violation Fine Schedule" adopted by your Board of Directors.**

In the event of a conflict between a provision hereof and a provision of 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 3.4 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. It is the responsibility of each Owner to obtain and adhere to the stipulations of the most recent copy of these Rules and Regulations. The Board retains the right to grant variances from these Rules and Regulations as determined appropriate in its sole discretion.

Thank you for your cooperation. Please call the Association management company indicated below if you have any questions.

Sterling Real Estate Management
323 S. River Run Road, Suite #1
P: 928-773-0690
F: 928-773-0766
Mountain Oaks Townhouses Homeowners' Association
Board of Directors