

Amended And Restated
Rules And Regulations Of The
Pinetop Crossing Condominium Association, Inc.

Effective September 1, 2007

Authority. These Rules and Regulations are issued pursuant to authority granted the Association in Declaration ¶6.3.

Note. Definitions of terms used in these rules may found at the end of this document.

I. Parking.

A. Trucks, Trailers, Campers, and Boats. No truck of length greater than twenty feet six inches (20' 6"), mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle may be parked, kept, maintained, constructed, reconstructed, or repaired on any part of the Condominium except in the garages of the Units.

B. Motor Vehicles. No automobile, motorcycle, motorbike, or other motor vehicle shall be parked upon any part of the Condominium except:

1. In garages which are part of Units;
2. In such parking spaces as may exist from time to time on the Common Elements; or
3. The off-street driveway assigned to a Unit so long as the automobile, motorcycle, motorbike or other motor vehicle does not extend into the street.
4. No inoperable vehicle may be stored or parked on any portion of the Condominium except in garages which are part of the Units.
5. Under no condition is it permissible to park any vehicle listed in this Rule in the Common Elements between or behind the Units.
6. The Board has the right to tow, at the vehicle owner's expense, any vehicle listed in this Rule found to be in violation of these Rules. All expenses incurred by the Association in connection with towing of any vehicle shall be paid by the vehicle owner to the Association upon demand. In the event the vehicle owner is not a Unit Owner, e.g. a guest, visitor or tenant, and refuses to pay the Association's cost, such cost shall become the responsibility of the Unit Owner. The Association may at its sole discretion warn the vehicle owner prior to towing if the parking infraction does not pose a danger such as blocking a fire hydrant, preventing access by an emergency vehicle, or present a nuisance to another resident such as by blocking access to a driveway.

C. No Parallel Parking on Condominium Streets. The Condominium streets are not public streets. Rather they constitute part of the Common Elements and are

covered by Rule I.B above. Consequently parallel parking is not permitted on any Condominium street.

D. Guest/Temporary Off Street Parking.

1. Recognizing the need for guest/temporary parking spaces in addition to the assigned spaces enumerated in I.B above, the Board has established a limited number of guest/temporary parking locations. These are shown on the attached map.
2. Guest/temporary parking is permitted in these designated locations on a temporary basis only. If a vehicle will be parked in one of these locations for more than three (3) consecutive days, permission for extended parking privileges must be obtained from the Association. A Guest parking pass for an extended period may be obtained from the Property Manager's office.

II. Operation of Fireplace and Fire Precautions.

- A. All Units must have a Class ABC fire extinguisher located in an accessible area.
- B. Open fires of any kind e.g. charcoal grills, portable wood fire pits or fire pits built in the ground, are not permitted on any Common Element.
- C. Firewood can only be stored on Unit patios. Firewood stored in this manner must be kept clear of walls. Firewood storage on Common Elements is not permitted.
- D. In Units where a wood burning fireplace is used, chimneys must be cleaned annually. Burning of Cedar, Juniper and Oak, rather than Pine, is strongly recommended in order to reduce buildup of flammable deposits in the chimney.

III. Proper Disposal of Fireplace and Charcoal Grill Ash.

- A. Units having a wood burning fireplace or a charcoal grill must have a metal bucket for disposal of ash.
- B. The following procedure is recommended for ash disposal;
 1. Place the ash in the metal bucket and add one quart of water.
 2. Set the bucket in the garage away from any wall or structure for 24 hours before disposing of ash.
 3. After draining the water from the bucket, ash may be placed in designated ash receptacles adjacent to the Association's trash disposal dumpsters.
- C. Disposal of fireplace or charcoal grill ash on the common grounds or on adjacent property is not permitted and doing so will be subject to fines.

IV. Exterior Window and Door coverings.

- A. Exterior metal roll up window and door coverings are prohibited.
- B. Reflective, mirrored or foil materials, blankets and sheets are not permitted as exterior window or door coverings.
- C. All window screens and door coverings shall be maintained at the Unit Owner's expense in a reasonable manner.
- D. Screen doors must be constructed of metal.
- E. Screen and security doors must be an option offered and installed by the original builder or be approved by the ARC.

V. Interior Window Coverings.

- A. The type and color of all interior window coverings that are visible from the exterior of the Unit shall be subject to written approval of the ARC. The ARC will adopt guidelines regarding window coverings and Unit Owners are advised to consult these guidelines prior to installing window coverings.
- B. Reflective, mirrored or foil materials, blankets, and sheets are not permitted as interior window coverings.

VI. Architectural Review Process.

The Board has established an Architectural Review Committee (ARC) with authority over all architectural, landscape and maintenance matters. Unit Owners must obtain written approval of the ARC prior to commencement of any of the following.

- A. Making structural change(s) to the interior of a Unit even if the change will not be visible from outside the Unit;
- B. Making any additions or modifications to the exterior of a Unit including the Limited Common Elements;
- C. Making any alterations in landscaping of the Common Elements;
- D. It is the Unit Owner's responsibility to ensure that any proposed construction or modification that has been approved by the ARC is coordinated with, and, where applicable, approved by all city, county, state and federal government agencies. The Association assumes no responsibility for obtaining such reviews and approvals.
- E. An Architectural Review Request form is included with these Rules. Additional copies may be obtained from the Property Manager or the Secretary of the Board. The completed form should be submitted to the Property Manager or the Secretary of the Board.

VII. Landscaping.

- A. All landscaping of Common Elements is subject to prior review and approval by the ARC. Unit Owners must submit the attached Architectural Review Request to the ARC and receive written approval from the ARC prior to beginning any landscaping project in the Common Elements.
- B. Exceptions to this rule are plantings contained in movable pots or tubs and plantings on Limited Common Elements.
- C. Existing trees or shrubs must not be disturbed or removed without first obtaining written ARC approval.
- D. No plantings are allowed in drainage culverts or in the drainage wash between Units.
- E. Unit Owners who install plantings on Common Elements assume responsibility for maintaining these plantings including the irrigation system serving the plantings, if any.

VIII. Antennas and Satellite Dishes.

- A. Installation and location of antennas and satellite dishes requires prior written approval of the ARC.

- B. Antennas and satellite dishes may not be mounted on roofs unless such mounting is approved beforehand by the ARC.
- C. Conforming antennas and satellite dishes may be mounted on the sides of Units in a manner so as to minimize visibility to neighbors.
- D. Maintenance of antennas and satellite dishes is the sole responsibility of the Unit Owner.

IX. For Rent/For Lease/For Sale Signs.

- A. Unit Owners and realtors may not display "For Sale", "For Rent", or "For Lease" signs mounted in any manner on either the Limited Common Elements or Common Elements. However, Unit Owners may display such signs inside the windows of their Units.
- B. The size of a sign offering a property for sale shall be in conformance with the eighteen by twenty-four inch industry standard size sign and shall conform to a standard style specified by the Board for use within the Condominium.
- C. In the case of open houses conducted by real estate agents or Unit Owners, "A" frame or "tent" type signs may be placed on Common Elements to direct visitors to the property. These signs may be placed one hour prior to the start of the open house and must be removed immediately following the open house.

X. Other Signage.

- A. No business-related signs are permitted in the Condominium. The only exception to this rule is a sign identifying the Condominium Property Manager to be placed near the Condominium main entrance for the safety and convenience of Unit Owners and their guests.
- B. The Association will permit political and issue advocacy signs only to the extent required by state or federal law.
- C. Unit Owners wishing to post signs advertising a garage, yard, or moving sale must notify the Property Manager.
 - 1. By notifying the Property Manager the Unit Owner agrees to take full responsibility to enforce the parking regulations as set forth in Rule I of these Rules.
 - 2. The requesting Unit Owner also agrees to take whatever action is necessary to minimize disruption and inconvenience to neighbors.
 - 3. The Unit Owner agrees to post signs no earlier than the day of the sale and to remove all such signs no later than 5:00 p.m. on the same day.

XI. Exterior lighting.

Floodlights, front and back entry lights (other than those originally installed on the Units) are not permitted.

XII. Operation and Maintenance of Garage lights.

Since the Condominium has no street lights, outdoor photocell-activated lights have been installed on either side of the garage doors of free-standing Units and to one side only of the garage doors of attached Units. The purpose of these lights is the same as that of street lights, namely the safety and convenience of Unit Owners, and their

guests, as well as an aid to emergency vehicles in locating a specific Unit. The Board endorses this intent and supports the maintenance of these outdoor lights by means of the following rules:

- A. The outdoor lights, controlling photocell, and related wiring must remain connected as originally installed. Owners may not alter the photocell control by installing switches or other controls designed to override .
- B. It is the Owner's responsibility to maintain the outdoor light bulbs in working order. The types of bulbs approved by the Association for use in the outdoor light fixtures are a 60 watt incandescent soft white bulb or a 15 watt (60 watt equivalent) soft white, high efficiency bulb.
- C. In the event an Owner fails to maintain the bulbs, the Association will replace them without the Owner's consent. The Owner may be billed for the cost involved.
- D. In the event a photocell fails, the Association will replace the photocell at no cost to the Owner.

XIII. Skylights and awnings.

- A. Skylights, other than replacement of those originally installed on a Unit, will not be approved under any circumstances.
- B. No awnings, roll down blinds, or other shade devices are permitted on the exterior of any Unit.
- C. Exterior shutters may be installed only with written permission of the ARC.

XIV. Nuisances and Offensive Activity.

No nuisance shall be permitted to exist or operate upon the Condominium, and no activity shall be conducted upon the Condominium which is detrimental to any portion of the Condominium or any Unit Owner or resident.

XV. Rules Applicable to Unit Owners Who Lease, Rent or Loan their Units.

- A. Each Unit Owner shall be responsible for compliance by his tenants and guests with the provisions of the Condominium Documents including these Rules.
- B. All leases shall be in writing and provide that the terms of the lease shall be subject in all respects to the provisions of the Condominium Documents and Rules, and any failure by the lessee to comply with the terms of the Condominium Documents and Rules shall be a default under the lease. Whenever an Owner enters into a Long Term Lease or Rental Agreement the Owner is required to provide the lessee/renter with copies of both the Declaration and Rules.
- C. Owners who rent or lease their Units for periods less than ninety (90) days are required to maintain in their Unit a binder or file containing copies of both the Declaration and these Rules and to make their lessee/renter aware of the binder or file's location and contents.
- D. Unit Owners are also required to make the lessee/renter or guest aware that they (lessee, renter or guest) are subject to all of the conditions, rules and regulations contained in the Condominium Documents and Rules regardless of the length of the rental or lease.

- E. Each Unit Owner shall be liable to the Association for any damage to the Common Elements including landscaping which results from the negligence or willful conduct of the Unit Owner's tenants or guests.

XVI. Storage Sheds, Storage Cabinets, Tool Bins and Other Structures on Common Elements.

- A. Owners are not permitted to construct or place storage sheds, storage cabinets, tool bins or other structures on either Common Elements or Limited Common Elements without prior written approval of the ARC.
- B. Owners are reminded that the property between Units is part of the Common Elements and consequently storage cabinets or sheds located outside of garage side entrances are not permitted.

XVII. General.

- A. All smoke alarms are to be maintained in good working order and tested at least annually.
- B. Dogs must be kept on a leash when outside the Units. Pet owners must pick up feces and dispose of same in an appropriate trash container.
- C. No firearms, BB guns, pellet guns, paint ball guns, firecrackers or other fireworks are to be discharged in the Condominium development.
- D. For fire safety reasons, only propane, butane, natural gas, electric BBQ grills or charcoal grills are allowed for outdoor cooking. Wood cooking/camp fires are not permitted. Outdoor cooking may take place on patios only. BBQ grills are not permitted on any Common Element. The procedure for disposal of charcoal grill ash is specified in Rule III above.
- E. No off road vehicles, ATV's, quads, go karts, dirt bikes or motorized scooters are allowed to be driven on the Condominium property. Vehicles properly licensed for street use in Arizona are exempt from this rule.
- F. Solar panels are not permitted in the Condominium or on Units.
- G. Clotheslines are not permitted anywhere on the exterior of the Units or on the Common Elements.
- H. No wall or window air conditioner or heating units are allowed⁸.

Definitions.

“ARC” means the Architectural Review Committee established by the Board of Directors of the Pinetop Crossing Condominium Association, Inc.

“Articles” means Articles of Incorporation of Pinetop Crossing Condominium Association, Inc. dated March 20, 2003.

“Association” means the Pinetop Crossing Condominium Association, Inc.

“By-Laws” means By-Laws of Pinetop Crossing Condominium, Inc. dated March 24, 2003

“Board” means the Board of Directors of Pinetop Condominium Association, Inc.

“Declaration” means the Amended and Restated Declaration of Condominium And Of Covenants, Conditions And Restrictions For Pinetop Crossing Condominium dated March 22, 2005

“Common Elements” means all portions of the Condominium other than the Units and includes all portions of the Condominium (including improvements and landscaping) located within building envelope lines as shown on the Plat.

“Condominium” means all property and buildings comprising Pinetop Crossing Condominium.

“Condominium Documents” means the Declarations, Articles, and By-Laws.

“Limited Common Elements” means those Common Elements, front porch, back patio, and driveway allocated for the exclusive use of a single Unit.

“Long Term Lease or Rental Agreement” means any lease or rental agreement with a term equal to or greater than ninety (90) days.

“Property Manager” means Frank M. Smith & Associates, Inc.

“Rules” means these Amended And Restated Rules And Regulations Of The Pinetop Crossing Condominium Association.

“Unit” means a portion of the Condominium designated for separate ownership or occupancy.

“Unit Owner” means the record owner of a Unit.

Adopted by the Board of Pinetop Crossing Condominium Association, Inc.

On: September 1, 2007