

DISCOVERY AT DAYBREAK HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

Revised: January 1995 (Updated August 2008)

Discovery at Daybreak is a community of 196 single family homes located at 3491 North Arizona Avenue, Chandler, Arizona. It is important to each homeowner that the community maintain a high aesthetic and strong financial value.

The purpose of the Rules and Regulations is to summarize the Declaration of Covenants, Conditions and Restrictions (CC&Rs) which has been accepted by each owner as a precondition to ownership and a fundamental part of living at Discovery at Daybreak.

The maintenance of all facilities and common areas is paid for by a monthly homeowners association fee. Therefore, it is to the advantage of all to enjoy the facilities and see that they are cared for in a proper manner.

If each member will respect the feelings and rights of other members, we will achieve our goal of a harmonious and increasingly prosperous community.

BOARD OF DIRECTORS

The Board of Directors is made up of five members duly elected at the Annual Meeting of Homeowners. Vacancies during the year may be filled by appointment of the Board and ratified at the next homeowners meeting. Any owner in good standing is eligible to become a board member. The purpose of the Board of Directors is to set policy for the Association and to act in the best interest of the total membership. The Board is duly bound by the common understanding of fiduciary responsibility.

VOTING RIGHTS

Each unit owner in good standing has an individual interest in the Discovery at Daybreak community and has one vote per unit in matters concerning the Association. In the event an assessment remains unpaid following ten days written notice, the Association may suspend the owners voting rights as well as recreational facilities use rights.

MANAGEMENT COMPANY

Heywood Realty & Investment, Inc. is the management company for Discovery at Daybreak. In that capacity, they have the responsibility to carry out the directives of the Board of Directors on a day-to-day basis. They have also been retained to manage the operational and financial activities of the Association with a direct reporting responsibility to the Board of Directors. You may contact Heywood Realty & Investment, Inc. at 42 S. Hamilton Place, Suite 101, Gilbert, Arizona 85233, (480) 820-1519. Their fax number is (480) 820-1722.

INSURANCE

The Association maintains insurance coverage for all common areas including the landscaped common area, the jogging path and the main structures such as the pool and the buildings. In addition, there is general liability coverage for Discovery at Daybreak Officers and the Board of Directors. It is strongly recommended that each homeowner carry a separate policy for personal contents and personal liability. In accordance with the CC&Rs, each owner is responsible for the following maintenance. The Association insurance policy will not cover these owner maintenance items:

(a) To maintain, repair and replace at his expense all portions of his Apartment including, but not limited to, property damaged or destroyed by casualty loss except the portions to be maintained, repaired and replaced by the Association. Such work shall be done without disturbing the rights of the other Owners.

(b) The portions of an Apartment to be maintained, repaired and replaced by the Owner thereof at his expense shall include, but not be limited to, the following items: air conditioning and heating equipment unless forming a part of the Common Elements, service equipment such as dishwasher, laundry, refrigerator, oven/stove, water heater and fireplaces, regardless of whether such items are built-in-fixtures; interior fixtures such as electrical and plumbing fixtures; floor coverings except the slab; and all interior surfaces including, but not limited to, inside paint and other inside wall finishes. Owners shall also maintain all windows, doors and all hardware appurtenant thereto, within or benefitting their respective Apartments. The appearance, type and method of installation of air conditioning and heating units must first be approved by the Board.

ASSOCIATION FEES

The assessment is due and payable the first day of each month. Assessments not received by the management company by the tenth (10th) day of the month are considered delinquent and are subject to a late fee penalty. Please contact the management company for further information as required.

GENERAL ASSOCIATION RESPONSIBILITIES

The Association is charged with the following fiduciary responsibilities:

1. Maintenance of all common elements such as recreational facilities, landscaping, buildings, parking areas, stairwells, walks, trash areas, lighting and streets.
2. Financial responsibility for all common area utilities and domestic water for all units.
3. Maintain insurance coverage for all buildings and common elements.

GENERAL HOMEOWNER RESPONSIBILITIES

1. Internal maintenance of their unit and the air space for the patio/balcony, fenced yard and storage locker. (For some specifics see "INSURANCE" section.)
2. Maintenance and upkeep of heating and air conditioning unit. Maintenance and upkeep of all appliances, fireplace and chimney.
3. Maintenance and upkeep of all windows, doors and all appurtenant hardware.
4. Exterior window or shade screens. Screens must all have a bronze frame. Shade screen must be a bronze shade screen.

GENERAL ASSOCIATION RESTRICTIONS

The following restrictions are applicable to all units and the entire membership except where noted:

1. No noxious or offensive activities.
2. No rubbish or debris can accumulate on a lot. Trash must be kept in a covered container and screened from the view of adjacent lots.
3. No clothes shall be visible anywhere including back yard areas.
4. No reflective materials are to be used on the glass of any windows.
5. No unit shall be used as a business location or activity for profit.
6. A unit may not be leased for a period of less than six months. The lessee shall be bound by and subject to the provisions of the CC&Rs and the occupants will also be equally bound by duly resolved and approved Association Rules and Regulations.
7. *For Sale* or *For Rent* signs may not be displayed at the units or within the complex except on the Association bulletin board located at the pool area. Notices must be neat, attractive and in good taste. Offensive notices will be removed without notice. The posting of any signs (real estate, garage sale, etc.) on or in front of the complex is prohibited. Signs will be removed without notice.
8. Back patios must be kept in a safe, clean and sanitary condition. No items are allowed to be above the height of the back patio fence.

ARCHITECTURAL CONTROL

This community was planned by architects with a primary objective seeking to carry out a uniformity of design in the landscaping and exterior building appearance. Therefore, alterations or additions are discouraged. The Declaration of Horizontal Property Regime and Covenants, Conditions and Restrictions (CC&Rs) for Discovery at Daybreak states on page 19, Section 10.2 (B):

"No owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of a building without the prior written approval of the Board."

Thus, no additions or alterations are to be made to the exterior of the building, the small private backyards, patios, front porch, front yards, or any common areas. If it is visible, there must be prior written approval from the Board of Directors. This includes the removal or alteration of screens, and the addition of security screen doors.

A non-structural alteration may be made within a unit without Board approval if the alteration is not visible to the surrounding neighbors or from the common areas. If any alteration is visible, there must be prior written Board approval. A structural alteration within a unit requires a prior written Board approval.

A request for an architectural change must be submitted in writing in the form of an "Architectural Change Request", which can be obtained from the management company.

VEHICLES

There is one assigned covered parking space per unit. This space is for the sole use of the occupant(s) of that unit. The cost of repair for pavement deterioration due to oil, gasoline or other corrosive substance spills is the responsibility of the unit to which the space has been assigned. Please contact the management company for information on your assigned space.

All other parking spaces are on a **first come, first serve basis**. All parking spaces are subject to the parking regulations as specified herein.

No motor vehicle shall be repaired or constructed on any common area except for emergency repairs of a brief nature. An inoperable or abandoned vehicle will be removed from the premises at the owner's expense.

Parking in Fire Lanes:

The City of Chandler Fire Prevention Department has identified specific driveways as fire lanes. These fire lanes have been posted with signs, and the curbs have been painted red. Cars may not be legally parked in these driveways without being subject to immediate citation, towing and/or both. The Association will enforce the regulation. Owners who wish to report a vehicle in violation of the city ordinance should call the management company.

Vehicles Prohibited From Parking:

No motor vehicle classified by the manufacturer rating as exceeding 3/4 ton or designed for commercial purposes, motor home, trailer, camper, camper shell, detached camper, boat, boat trailer, all-terrain carrier, snow mobile, jet ski, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or stored within the condominium property. Violations will be tagged. Vehicles not removed within 24 hours of tagging will be towed away at the owner's expense and are subject to fines.

Parking in an "Open" or Unmarked Space For a Period in Excess of Four Days:

Vehicles may be parked in an "Open" or unmarked space for a maximum of four or less continuous days. Violations will be tagged. Vehicles not removed within 24 hours of tagging will be towed at the owner's expense.

Certain exceptions such as vacation, business and/or emergency can justify waivers that are obtained by prior approval of the management company. The owner must call the management company and advise them of the make, model and license number of the vehicle, the time required and the unit to which the vehicle belongs before approval will be granted.

Parking of Abandoned and/or Inoperable Vehicles:

The parking of abandoned and/or inoperable vehicles is prohibited. Violations will be tagged. Vehicles not removed within 24 hours of tagging will be towed away at the owner's expense. This regulation applies to any vehicle in any parking space (numbered, open or unmarked). Vehicles qualify under this regulation if they are observed to fulfill (but not limited to) one of the following conditions: flat tire(s), spider webs, dirt and debris collecting under, around and on the vehicle, expired registration tags, no license plate, missing parts required for normal use, or too damaged to operate safely.

Definition of an Abandoned Vehicle: A motor vehicle or any major portion thereof which is of a type subject to registration under Title 28 of the Arizona Revised Statutes but does not have lawfully affixed thereto unexpired number or license plates assigned to the vehicle by any state. A motor vehicle, or any major portion thereof, which exhibits one or more of the following conditions: wrecked, partially or fully dismantled, stripped, substantially damaged, inoperable, unused, scraped, having the status of a hulk or shell, discarded, or unable to be safely operated.

Unauthorized Vehicle in an Assigned (Numbered) Space:

The Association has marked some of the parking spaces with numbers that correspond to the unit numbers. These spaces are assigned to and intended for the sole use of the legal occupants of those units. Unauthorized vehicles parked in those spaces for any length of time is prohibited. Vehicles in violation of this regulation will be towed away immediately at the owner's expense. The Associations' authorized towing company has posted a sign with the telephone number on it at the entrance to the complex.

In an effort to control honest mistakes, please observe the following (if possible) when having a vehicle towed:

1. Try to find the owner and request removal. Often a courteous request will resolve this difficulty. If time allows, place a note on the windshield.
2. If the offending vehicle remains, please contact the management company with the following information:
 - a. Name and address of the owner of the vehicle (if possible).
 - b. Vehicle license number and description (make, model, color, number of doors, etc.)
 - c. Location of vehicle (please be specific).

Recreation Vehicles/Trailers/Boats:

No recreational vehicle shall be parked or stored on the common area pavement. This includes motor homes, mobile homes, trailers, boats, commercial trucks, or campers. If an owner has a recreational vehicle, arrangements must be made for off-site storage.

Washing of Vehicles:

Washing of Vehicles is prohibited in the complex. This is due to the great deal of damage that is caused by water on the asphalt surfaces. Vehicles are to be taken off property to be washed.

Speeding:

The speed limit within the complex is 15 mph. For the safety of all of our residents, please obey this regulation. Violators are subject to fines.

PETS

Only generally recognized household pets are allowed. If in doubt as to whether your pet qualifies, please call the management company. Owners are responsible for the upkeep and care of their pets. The keeping of pets is a responsibility and owners who violate the pet rules will be fined. Thank you for your cooperation in caring for your pet so that costly fines are not assessed against you.

1. No pet is permitted on the landscaped portion of the common areas.
2. All pets must be on a leash or carried while in the common areas.
3. The pet owner or agent is responsible for cleaning up after their pets at all times.
4. If the pet causes damage, the Board will assess the owner for appropriate compensation.
5. Pets are **NOT** allowed within the pool area, no exceptions.

Fines will be imposed immediately for any pet violation.

POOL RULES

General common sense and courtesy must prevail at all times at the pool. There is no lifeguard on duty; therefore, children must be accompanied by adults at all times. The pool is a shallow game and exercise pool varying from three to five feet in depth. Please contact the management company regarding a pool key for your use. Although not inclusive, the following rules apply:

1. Posted rules take precedence and are in force.
2. Jumping or diving into the pool is expressly prohibited.
3. No glass is allowed inside the enclosed pool area.
4. No food is allowed in the enclosed pool area.
5. No running is allowed in the enclosed pool area.
6. Offensive or loud noises and/or disturbances of any kind are strictly prohibited. *Offensive* is defined to mean excessive noise or disturbances that also offend the tranquility of neighbors, guests and/or occupants of units near the pool.
7. Suntan oil must be washed off at the shower area prior to entering the pool.
8. Flotation devices or water games such as water polo, etc. are prohibited activities when there is a large number of people in the pool. *Large number* is defined to be in excess of ten people who are not directly involved in the water games.
9. No person under 12 years of age shall be in the pool and pool area unless accompanied by an adult 21 years or age or older.

10. Noise in the pool area after 10:00 p.m. and before 10:00 a.m. will be reduced to a level acceptable to all homeowners and their guests who live adjacent to or directly around the pool area. Any complaint about an unacceptable noise level may result in:
 - a. The pool being closed and chained for the evening.
 - b. Anyone found in a chained pool will be arrested for trespassing.
11. Absolutely no pets are allowed in the pool and pool area. This is a health and safety requirement of the City and violations will invite immediate legal action.
12. Groups of 15 or more:
 - Any group of 15 or more must call the office of Heywood Realty at 480-820-1519, and register no less than 48 hours prior to said gathering.
 - If registration does not occur, the homeowner will be assessed a \$200 service fee.
 - If the pool area is not left in a clean, safe state after said gathering, the homeowner will be assessed a \$100 cleaning fee.

SPAS

A portable spa may be placed on a ground floor patio by an owner. However, the owner is responsible for any damage resulting from the spa or its use. The owner must carry adequate insurance to cover any loss. Proof of insurance may be required and must be submitted to the management company on request. Any draining of water to the common areas is strictly prohibited. **Spas are strictly prohibited on the second story or level and/or second story balcony due to structural inadequacy.** All spas in the back patio area must be below the fence line so they are not visible from the common areas.

WATER CONSERVATION PROTOCOL/POLICY

Water is recognized both as a scarce resource and one of the top expense items in the Discovery at Daybreak annual budget. The Association was able to reduce its water expenses in 1991 by \$17K just by asserting proper and mandated conservation management for irrigation. It is anticipated that close to \$10K additional could be saved per year by the proper and mandated conservation management of domestic water. This has a marked and tangible effect on the association fee paid by its members. The vision is that what is not done voluntarily now will eventually be forced upon the Association by state or local authorities when the first serious drought visits Arizona. Therefore, the Association has implemented a Water Conservation Program/Policy/Protocol that:

Monitors and reacts to excessive irrigation water usage Monitors and reacts to excessive domestic water usage

The Association, through the management company, will monitor water usage. Using the argument of trend analysis and averages, excessive usage will be identified:

1. The cause of excessive water usage will be determined to be due to irrigation or domestic water usage.
2. Excessive irrigation water usage will be promptly communicated to the landscape service company for correction. Notice of the corrective action will be communicated back to the Board by the next regularly scheduled board meeting.
3. Excessive domestic water usage will be handled as follows:
 - a. Residents of buildings where excessive water usage has been identified will be notified in writing that they must:
 1. Immediately (within 30 days notice) schedule an Association sponsored, no-cost plumbing inspection for internal leaks. The no-cost service will include:
 - a. service call cost;
 - b. inspection and report to unit owner (or renter); and,
 - c. installation of water conservation kit. (The cost of more than once service call per year per unit will be invoiced to the unit owner.)
 - b. The cost of additional repairs required for water conservation not covered by the Association must be effected by the homeowner immediately. Normal maintenance of the sinks, toilets, showers, dishwashers and washing machines is the responsibility of the homeowner. The individual homeowner might benefit from simultaneously scheduling such repairs in advance thus saving the service call cost.

A flagrant and ongoing lack of cooperation in the water conservation program will result in either a prorated water bill, a fine, and/or both.

CHILDREN AND MINORS

The Association is concerned about the amount of destruction that has been done and can be done by unsupervised children or children's guests in the complex. The repair of unnecessary destruction has become a costly item to all members of the community.

Please give proper care and supervision to your children or the guests of your children so that they are not:

1. Tampering with electrical boxes and the electricity to individual units.
2. Throwing rocks into the pool.
3. Throwing rocks at the lighting system and the walls and windows of the individual units.
4. Destroying the landscaping by smashing shrubs and bushes and climbing into complex trees.
5. Destroying the sprinkler system by breaking sprinkler heads, pulling up irrigation lines and playing with sprinkler clocks and valve boxes.
6. Climbing on the complex walls, playing around the dumpsters areas or climbing on the dumpsters walls.
7. Climbing on top of the covered parking structures or on the cars of owners in the community.

Parents and guardians are fully responsible not only for their children, but also the guests their children have in the community. Please sit down and teach your children these rules and explain that destroying the property will end up costing you money. Fines will be assessed the responsible party or parties for violations of the rules of the Association.

IN GENERAL/ASSOCIATION SELF-HELP PROJECTS

All of the responsibilities of the individual homeowner as specified in the CC&Rs will be strictly and uniformly enforced. The Association will work together where information of economics of scale, quality service and quality products can be researched and made available through the newsletter and the management company. Please know and understand these responsibilities especially those referenced here:

1. Screens.
2. Front door.
3. Back door.
4. Utility (storage) closet door.

The Association endeavors to support, implement and cooperate with programs which attempt to soften the financial impact of these individual homeowner responsibilities. These efforts include:

1. Assisting in the evaluation and approval of reasonable cost front door and utility (storage) door replacements.
2. Assisting where possible with the screen policy by communicating information relative to screen material and expected replacement or repair costs when available as a group purchase by the individual owners.

To obtain current information, or to make requests relating to the above, please contact the management company.

FINES AND REPORTING OF VIOLATIONS

Any infraction of these Rules and Regulations or the operating documents by an owner, resident family member, tenant, or guest shall result in a fine against the applicable owner.

When reporting a violation, please make sure to include:

- Date and Time of the Violation, or when the violation was noticed
- The violation of the Rules, or other documents of the Association
- Your name, and how we can contact you for further questions.

Violations shall result in a minimum **\$50.00** fine. Unless otherwise indicated in any notice of an offense, a continuing offense shall be deemed to be a new violation every ten days until remedied.

1 st	Violation of C,C&R's / Rules	\$0-50
2 nd	Violation of C,C&R's / Rules	\$75
3 rd	Violation of C,C&R's / Rules	\$100
	Each subsequent violation	\$200

Pet Defecating or Per Off-Leash Violations or any other Pet Violations: \$50.00 per reported incident

Violations may be reported to Heywood Realty & Investment, Inc. at (480) 820-1519. Violations involving parking, dogs, intoxication, noise, or abusive behavior can also be reported directly to the Chandler police.

Thank you for your cooperation in helping make Discovery at Daybreak a better community for all who live here.