



Quail Landing Homeowners Association

Rules and Regulations

Please direct all inquiries to:

Rossmar & Graham Management
9362 E. Raintree Drive
Scottsdale, AZ 85260

Corporate Office: 480-551-4300
Emergency After Hours: 602-336-2700

www.rossmar-mgt.com

Management Company effective May 1, 2006

QUAIL LANDING HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

PREFACE

Living in your own home can be a rewarding experience, both joyous and profitable, especially in Quail Landing, which we consider to be one of the finest. With this in mind, these Rules and Regulations were compiled by your Association Directors in conformance to the Homeowners Association Covenants, Conditions, and Restrictions (CC&R's) for the purpose of protecting your property, its value, and making this a more pleasant place to live. Your cooperation is essential. We do not have a rule for every situation so we must always be considerate of our neighbors. The rules of good citizenship and morality shall apply at all times. Every Homeowner is encouraged to report problems that cannot be mutually resolved.

Homeowners have been provided with a copy of the Covenants, Conditions, and Restrictions (CC&R's) of the Homeowners Association. We urge you to read this document since it sets forth, in a complete and detailed form, the rights, duties, and obligations of each Homeowner. The following rules supplement and/or more clearly define portions of the CC&R's. The CC&R's take precedence in case of a conflict between the CC&R's and this document. If you have misplaced a copy of the CC&R's, please contact the management company listed on the cover sheet of this document and a copy will be provided for a fee of \$10.00. Please read the CC&R's and these Rules and Regulations carefully and be sure that you understand them fully.

1. All owners, renters, and guests must abide by the Quail Landing Homeowners Association CC&R's and Rules and Regulations. Owners are responsible for renters and guests.
2. If an owner causes damage to the common elements, his own unit, or another Homeowner's unit, the owner is required to pay for all damages, i.e., auto oil leaks, litter, etc.
3. Due to Maricopa County and the City of Phoenix's ordinances, all pets are to be on a leash when not on the owners property. In addition, it is the pet owner's responsibility to immediately clean up after their pet's solid waste and to keep their pet from making any unreasonable amount of noise or becoming a nuisance. Please reference Section entitled "ENFORCEMENT." When requests in writing by any owner, the Board will determine whether a particular animal is a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board will be final. If any animal is found loose on the project without an owner, Animal Control may be called to pick up the animal at the owner's expense.

4. NOISE. Noise from stereo, television, parties, conversation, barking dogs and so forth, must not impose on other residents. In addition, any motor vehicle that is creating a loud or annoying noise is prohibited. At all times, please be considerate of your neighbors and keep all noise levels down to a minimum.

5. VEHICLES

A) Parking. The CC&R's and Rules and Regulations require that Homeowners not park their vehicles on private streets. All Homeowners and renters are required to park their vehicles in their respective numbered parking areas. Guests may park in those parking areas marked "Guest" or on the public street. Guests or visitors may not park in numbered spaces. Violators will be towed without notice.

B) Trailers and Motor Vehicles. No mobile home, motor home, boat, recreational vehicle, trailer of any kind, truck (except pickup trucks), camper, permanent tent (or similar structure) shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street (public or private) within the property, in such a manner as will be visible from neighboring property. Carports shall be used for parking vehicles only, and shall not be converted for living and/or recreational activities without the written consent of the Board of Directors.

C) Parking Space Rights and Assignments. Ownership of each Lot shall entitle the Owner or Owners to the exclusive use of one (1) covered parking space, and one (1) uncovered parking space, both of which shall be identified. Only currently licensed vehicles in operating condition may be parked in the owners designed parking places. Vehicles are identified as automobiles, pickup trucks and motorcycles. ONE VEHICLE PER PARKING SPACE. Unlicensed and/or vehicles not in operating condition may not be parked in spaces designated for guests. There are no provisions for residents to park more than two (2) vehicles per lot on Quail Landing property. With the prior written consent and approval of the owner and of the Board, a parking space assignment be changed or reassigned.

D) No vehicle may be repaired in assigned parking spaces or in guests parking, i.e., oil changes.

6. BUSINESS OR OFFENSIVE ACTIVITIES. No noxious or offensive activity may be carried on or permitted on any part of the properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any part of the Properties be used for business, commercial, professional, commercial rest home (including sick or disabled), religious or institutional purposes.

7. NUISANCES

A) No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity or to its occupants.

B) Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes shall be located, used or placed on any such Property, without prior written approval from the Board of Directors. The Board of Directors, in its reasonable discretion, shall have the right to determine the existence of any nuisance.

8. TRASH CONTAINERS AND COLLECTION. All garbage or trash shall be placed in the provided City of Phoenix covered containers. The black containers are for garbage and trash and the blue containers are for material that may be recycled. The City of Phoenix has lists of trash and materials that may be deposited in the blue recycling containers. Boxes are to be cut and flattened prior to placing in City of Phoenix containers. Violators subject to fines. No trash, boxes or other items are to be left outside of the City containers. In no event shall any other container be maintained so as to be visible from neighboring property. As a courtesy to your neighbors, please make sure that no trash is left on the community grounds. Please call the management company listed on the cover sheet for disposal of large items and recycling lists.

9. MACHINERY & EQUIPMENT. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Property except such machinery or equipment as is usual and customary in connection with use, maintenance or construction of buildings, improvements or structures which are within the permitted uses of such Property.

10. FOR SALE OR FOR RENT SIGNS. To maintain the appearance of our community, For Sale or For Rent signs must meet the following criteria. There can be one - two foot high by two and one-half foot wide sign on the back fence for a unit for sale or for rent. There may be no extensions or trailers to the sign. For sale or for rent signs are allowed on common areas and any damage caused by installing signs improperly will be charged to the offending homeowner. No other sign, billboard, poster, etc. is allowed on the common areas.

11. BURNING & INCINERATORS. No open fires or burning shall be permitted on the property at any time and no incinerators or like equipment shall be placed, allowed, or maintained upon the Property unless approved by the Board. Outdoor residential

barbecues or grills are to be located in the rear patio only. All residential barbecues or grills must be attended and smoke or noxious odors are not permitted.

12. NOTICE OF LEASING AND OCCUPANCY. Any homeowner who leases or rents their unit must provide the Association with:

- a) A copy of the lease.
- b) Name(s) of the tenant(s).
- c) Home and work numbers of owner(s) and tenant(s).
- d) List of pet(s), if any.
- e) Tenant's signature stating that he/she received a copy of the CC&R's and Rules and Regulations.

If you are not leasing your unit, yet you are not living in it, the Association requires the following information in writing:

- a) The home is a summer/winter home.
- b) Friends or family members are living in the unit.
- c) Names, home and work numbers, and addresses of the homeowner and residents.
- d) List of pets, if any.
- e) Resident or owner signature stating that he/she received copy of the CC&R's and Rules & Regulations.

The above required information should be sent to the management company listed on the cover sheet of this document.

Failure to provide the Association with the above information may force the Association to take legal action, whereby the prevailing party is entitled to all attorney's fees and court costs.

13. ARCHITECTURAL CONTROL

- A) Common Areas. Nothing shall be constructed, erected, placed, or maintained upon the common areas unless plans and specifications are approved in writing by the Board of Directors. Send requests to the management company listed on the cover sheet of this document.
- B) Windows. Aluminum foil window coverings are not permitted inside or outside of any home in Quail Landing.
- C) Patio Areas. Please reference CC&Rs - Sections 7.16 and 7.22.

Any change, addition, and/or alternations that is installed without prior written approval may be disapproved by the Board of Directors and the homeowner will have to remove the installation at his/her own expense.

14. HOMEOWNER ASSESSMENTS. All homeowner assessments are billed and payable monthly. The assessment is due the first of the month and delinquent after 30 days. There is a \$15.00 last fee. If any payment is not received within 60 days of the due date, the property will be liened and the homeowner's account will be sent to the Association's legal attorney for collection. Homeowner will be responsible for all related charges.
15. SPEED LIMITS. Due to the width of the streets and children playing in the areas, please limit vehicle speed to 15 miles per hour.
16. No yard, estate, patio, garage or similar sales are allowed by individual homeowners or renters on Quail Landing.

ENFORCEMENT

Violators of the Rules and Regulations may be fined a minimum of \$50.00 per occurrence, plus cost for repair, attorney's fee, and any other cost of collections to correct the violation(s).

These rules were made for your protection. Some of the rules were drawn up from the Quail Landing Covenants, Conditions, and Restrictions (CC&Rs), City Ordinances, and Maricopa County Codes; others for protection against insurance problems, and medical reasons. If you see anyone violating the rules or if you notice any problems, with the pool/tennis area, please notify the management company listed on the cover sheet of this document.

If you are unsure of any of the above policies or need help on any Association matters, please feel free to call the management company listed on the cover sheet of this document.

QUAIL LANDING BOARD OF DIRECTORS