

## ***Ray Manor Homeowners Association*** **Rules and Regulations**

In an effort to maintain high property values, the Board of Directors has adopted Rules and Regulations which provide for enforcement of the Ray Manor Homeowners Association Covenants, Conditions, and Restrictions. Pursuant to the By-Laws, Article 4.7, Section (c) The Board of Directors has the power to make and amend rules and regulations respecting the operation, use and maintenance of Lots and Common Areas. It is the responsibility of each owner to maintain their Lot in accordance with the rules and regulations set forth by the Board of Directors.

### **MAINTENANCE AND ARCHITECTURE OF INDIVIDUAL LOTS AND PROPERTY:**

**LANDSCAPE MAINTENANCE:** Owners are responsible for maintaining landscaping and improvements within their property lines. Landscaping visible by neighboring properties must be maintained in a neat and attractive condition. Irrigation and other exterior improvements must be maintained in a good state of repair. Trees, shrubs, grass must be trimmed and not be allowed to encroach upon neighboring Lots, sidewalks or party walls. Trees must have an 8 foot clearance from the ground to the lowest branch and shall not encroach upon neighborhood sidewalks or common areas.

**LANDSCAPE CHANGES:** Owners are required to submit a request to change or add to the existing landscape design to be reviewed by the Landscape Committee prior to making any changes taken place. This includes planting of wild flowers.

**GARBAGE:** No garbage, trash or debris shall be allowed, stored or placed on a Lot except in sanitary containers provided by the City of Chandler. In no event shall such containers be visible from neighboring property, except for a reasonable time immediately prior to and after collection. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

**ARCHITECTURAL CHANGES:** Any alterations, additions, or improvements to the exterior portion of a Lot or House must have written approval from the Architectural Committee. Owners will be required to submit required permits and licenses from the City of Chandler, when applicable. Failure to obtain the necessary approval constitutes a violation of the Covenants, Conditions, and Restrictions.

**AMERICAN FLAG DISPLAY POLICY:** The display of the American Flag will be done so in accordance with the Federal Flag Code. The American flag should only be displayed from sunrise to sunset unless appropriate lighting is installed. Written approval is required prior to installation of lighting. Flag poles are allowed as long as the height of the pole is no greater than the distance between the point of placement of the pole in the yard and the closest point of either the following: (1) the sidewalk (2) any common area (3) any neighbor's property line.

**CLOTHES DRYING FACILITIES AND WINDOW COVERING:** No outside clotheslines or other facilities for drying or airing clothes shall be placed on any Lot unless there are not visible from neighboring property. In no event shall the interior or exterior of any windows be covered with a reflective material, such as foil, or with paper, cardboard bed sheets or other temporary coverings. Owners are responsible for maintaining windows coverings in an attractive condition.

**BUSINESS ACTIVITY:** No gainful occupation, profession, business, trade or other nonresidential use shall be conducted on or in any Dwelling Unit, provided that an Owner or Occupant may conduct limited business activities in a Dwelling Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, smell from the outside of the Dwelling Unit; (b) the business activity conforms to all applicable zoning requirements; (c) the business does not involve door-to-door solicitation of other Owners and Occupants; (d) the business activity does not generate drive-up traffic or customer or client parking; (e) the business activity is consistent with the residential character of the property, does not constitute a nuisance or a hazardous or offensive use, and does not threaten the security or safety of other Owners, as may be determined in the sole discretion of the Board

### VEHICLES:

**RECREATIONAL AND COMMERCIAL VEHICLES:** No vehicle (including but not limited to) mobile homes, motor homes, boats, recreational vehicles, trailers, campers, permanent tents or similar vehicles or equipment, commercial vehicles, or vehicles exceeding one (1) ton in carrying load or cargo capacity, eighty-four (84) inches in height, or two hundred twenty-two (222) inches in length shall be kept placed or maintained upon the property or any roadway adjacent thereto, except within a fully enclosed garage appurtenant to a Dwelling Unit.

**PARKING AND INOPERABLE VEHICLES:** Private, noncommercial vehicles, passenger vehicles or pick up trucks which, when including all attachments including, without limitation, racks and shells, do not exceed one (1) ton in carrying load or cargo capacity, 84 inches in height, and 222 inches in length, may be parked on the property within a garage or in a private driveway. Visitors are permitted to park in the streets as long as they do not impose an inconvenience to the neighbors. No vehicle shall be repaired on the property or roadway except within a fully enclosed garage. No motor vehicles of any kind which are not in operable condition shall be parked in any unenclosed parking areas. Vehicle fluids on driveways or roadways must be removed.

### ANIMALS:

**PETS PERMITTED:** No animal, bird, livestock, poultry, or fowl of any kind other than a reasonable number of generally recognized house pets will be permitted. No pets may be kept upon a property or on or in any Lot which, in the opinion of the Board of Directors result in any annoyance or are obnoxious to Owners of other Lots within the Community.

**PET CONTROL:** All pets shall be kept on a leash and under control at all times when walking in the common areas or community streets. Pets should have current tags and vaccines. No pet, to include cats is allowed to run free within the community at any time. The County Animal Control will be contacted if an animal is found running loose in the community. Owners are responsible for cleaning up after their pets when walking in the common areas and community streets. Owners are responsible for personal injury or damage to common area.

### NUISANCES:

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the property for any reasonable time, and no odors shall be permitted to arise therefrom, so as to render the property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other portion of the property in the vicinity thereof or its Owners or Occupants. No loud, noxious or offensive activity shall be carried on or permitted on any Lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to persons or property in the vicinity of such Lot, or which shall interfere with the quite enjoyment of each of the Owners and Occupants.

**RENTAL RESTRICTION ENFORCEMENT POLICY:**

An Amendment to the Covenant Conditions and Restrictions restricting the number of rental properties was recorded on October 2, 2003 at recording number 95-0069441. Article V, Section 5.13 of the Declaration is hereby deleted and replaced with the following:

No more than Fifteen percent (15%) or twenty seven (27) of the Lots of the Association may be leased at any given time to a third party. Any Lot owner engaged in leasing or subleasing activities as of the date of this Amendment shall be allowed to continue leasing or subleasing activities until said Lot is sold or conveyed to a Third Party. Any Lot Owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said Lot, notify any potential buyer or person taking title that no more the fifteen percent (15%) of the Lots of the Association may be leased at any given time to a Third Party. For the purpose of this provision, "Third Party" shall be defined as any person who is not an Owner as that term is defined in the Declaration.

Owners may apply for a hearing before the Board of Directors for temporary or special variance in case of hardship; Permission to lease will be granted at the sole discretion of the Board of Directors.

Any arrangements whereby a Lot is leased or otherwise occupied by a non-owner must be reduced to writing and the Association must be provided a copy of the lease or other occupancy arrangement, as well as the names and phone numbers of all persons residing or planning to reside in the Lot.

Following are the rules and regulations that an Owner must follow if they receive Association approval to rent their home:

1. Owners may not lease their Lots without prior approval of the Association. Persons who intend to purchase a home in Ray Manor with the intention of leasing must first check to ensure there is rental availability;
2. All leased Lots must submit a copy of the lease to the Association prior to beginning leasing activities;
3. Lessor must submit a review fee of \$25.00 prior to or contemporaneous with submittal of the lease to the Association, paid to the order of Tri-City Property Management;
4. All leases must contain a provision that requires tenants to abide by the Association's CC&R's and rules and regulations;
5. All leases must contain a provision where the Lot owner acknowledges that he/she is responsible for the conduct of their tenants;
6. Lessor must provide a list of all occupiers of the leased Lot along with a phone number where the occupiers may be reached;
7. Any Owner engaging in leasing activities must provide the Association with a valid contact address and phone number and;
8. Owners must immediately inform the Association upon termination of any lease or upon termination of leasing activities.

Ray Manor Homeowners Association  
Notice of Rental Restriction Amendment to the  
Covenants, Conditions, Restrictions

**IMPORTANT NOTICE TO POTENTIAL BUYERS**

**THE ALLOWABLE 27 RENTALS ARE FULL. RENTAL APPLICATIONS ARE NOT BEING  
ACCEPTED AT THE TIME.**

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RAY MANOR HOMEOWNERS ASSOCIATION

**RULE ENFORCEMENT FINE POLICY GUIDELINES**

Revised 12/01/04

The Ray Manor Homeowners Association Board of Directors shall authorize a management representative to conduct frequent inspections of the Association to review the conditions of each individual Lot in an effort to maintain high property values and to ensure the Association's Rules and Regulations, CC&R's and By-Laws are enforced. The Association's Enforcement Policy is as follows.

1. **REMINDER NOTIFICATION:** Upon inspection of an individual Lot, if non-compliance is noted, a notice will be mailed to the Owner of Record and tenant if a home is being rented. The violation notice will describe the violation and required corrective action(s). The violation must be corrected within fifteen (15) days of the date of the notice.
2. **FINE WARNING NOTIFICATION:** If the violation is not corrected within fifteen (15) days from the date of the 1<sup>st</sup> notice, a fine warning notice will be mailed to the Owner of Record and/or tenant requesting corrective action within fifteen (15) days from the date of the fine warning notice. The fine warning notice will state that a fine, to be determined by the Board of Directors, ranging from \$5.00 to \$500.00, will be assessed if the violation is not corrected within fifteen (15) days. The notice will also state that an Owner has the right to appear before the Board to discuss the violation. If the Board of Directors decides to assess a fine, the amount of the fine will also be determined at the meeting, depending upon the type of violation and will be assessed to the Owner's maintenance account. The Board's decision will be recorded in the Minutes of that meeting.
3. **RENTAL RESTRICTION ENFORCEMENT POLICY:**  
Section 14.1 of the Ray Manor CC&R's provides the Association with the power to enforce the rental restriction guidelines as set forth in the Association rules and regulations. The Association reserves the right to seek injunctive relief against an Owner in violation of the restrictions. The Association reserves the right to impose fines and monetary penalties against any Owner in violation of the restrictions. The Association reserves the right to record a notice of violation against an Owner in violation and their Ray Manor property pursuant to Section 14.2 of the CC&R's. The Association reserves the right to take enforcement action against one Owner and to select a different enforcement tool when enforcing against another Owner.
4. **FINE SCHEDULE:** Fines can range from \$5.00 to \$500.00 depending on the type and frequency of the violation. The Board may assess a daily fine for a violation that is continual, commencing as of the date of the fine letter, and daily fining will cease only when the violation is corrected.
3. **PROBATION:** Owners who receive a violation notice will be placed on six (6) month probation, which begins with the first notification. If the same type of violation occurs within the six month probationary period, owners will receive subsequent notification, which may be a 2<sup>nd</sup> request for compliance, hearing, or a fine letter depending on the last notification owner received regarding the violation.



**TRI-CITY PROPERTY**  
MANAGEMENT SERVICES, INC.

760 S. STAPLEY DR., SUITE 3  
MESA, AZ 85204



www.tcpm.net  
PHONE (480) 844-2224  
FAX (480) 844-2061

**AFFIDAVIT OF ACKNOWLEDGEMENT**

I, \_\_\_\_\_, as owner of Lot \_\_\_\_\_ of Ray Manor Homeowners Association, do hereby confirm that a copy of the Rules and Regulations of Ray Manor Homeowners Association have been provided to my current tenant(s). The following tenant information reflects the names, vehicle information, and pet information of the current tenant(s):

**Tenant(s) and Phone numbers:**

Name \_\_\_\_\_, Name \_\_\_\_\_

Name \_\_\_\_\_, Name \_\_\_\_\_

Name \_\_\_\_\_, Name \_\_\_\_\_

Home Phone \_\_\_\_\_, Work \_\_\_\_\_

**Vehicle Information:**

#1 \_\_\_\_\_, #2 \_\_\_\_\_

**Pet Information:**

\_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004.



I, \_\_\_\_\_, as tenant of Lot \_\_\_\_\_ of

Ray Manor Homeowners Association; do hereby confirm that I have received a copy of the Rules and Regulations. I understand that I must abide by these Rules and Regulations set forth while residing in the Ray Manor Homeowners Association.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.