

# **PARK PLACE VILLAGE CONDOMINIUM ASSOCIATION**

## **COMMUNITY RULES**

December 2, 2003

### **WELCOME TO PARK PLACE VILLAGE**

#### **INTRODUCTION**

The following Community Rules ("Rules") are a supplement to the Condominium Declaration for Park Place Village (the "Declaration") and are not to be considered as the sole statement of regulations

The Community Rules have been established by the Board of Directors of Park Place Village Condominium Association (The "Board of Directors" and the "Association") These Rules remain effective unless or until amended or rescinded by the Board of Directors

It is the responsibility of each resident, whether a Unit Owner or Tenant, to become familiar with the Rules and to abide by them It is the owner's responsibility to give a copy of these Rules to their tenant(s)

Whether you are a Unit Owner or Tenant, all persons living at Park Place Village must observe and abide by these Rules For those residents with children, the compliance of children is just as vital Residents will be held responsible for children residing in or visiting their home Guests must also abide by the Rules

The Board of Directors is responsible for establishing Rules that promote the health and welfare of all residents They also are responsible for the fair but firm enforcement of those Rules

The Board of Directors solicits your cooperation in keeping Park Place Village an attractive place to live and a community in which we all take pride

The policies set forth or reflected in these Rules are designed as guidelines for good community relations and to protect the investment of the owners

**Improvements and Alterations (Section 4.4)**

Any Unit Owner may make nonstructural additions, alterations and improvements within the interior of the Residential Dwelling of his Unit without the prior written approval of the Architectural Committee, but such Unit Owner shall, to the extent permitted under Arizona law, be responsible for any damage to other Units and to the Common Elements which results from any such alterations, additions or improvements. No Unit Owner shall make any structural additions, alterations or improvements within a Unit, unless prior to the commencement of each addition, alteration or improvement, the Unit Owner receives the prior written approval of the Architectural Committee and unless an architect or engineer, licensed in Arizona, certifies that such addition, alteration or improvement will not impair the structural integrity of the Building and Unit within which such addition, alteration or improvement is to be made. Notwithstanding the foregoing, no addition, alteration or improvement within a Unit or within any Limited Common Element allocated to the exclusive use of a Unit, whether structural or not, which would be visible from the exterior of the Unit (including repainting of the exterior of the Residential Dwelling), shall be made without the prior written approval of the Architectural Committee, which approval shall only be granted if the Architectural Committee affirmatively finds that the proposed addition, alteration or improvement is aesthetically pleasing and in harmony with the surrounding Improvements. Except for a Unit Owner's obligation to maintain his or her Unit and the Limited common Element for his or her Unit, no Unit Owner shall make any addition, alteration or improvement to the Common Elements or the exterior of such Unit Owners' Residential Dwelling without the prior written approval of the Architectural Committee, provided, however, without approval of the Architectural Committee, any Residential Dwelling may be repainted the identical color(s) which it was last painted (if previously approved by the Architectural Committee). Doors, windows, garage doors, roof materials and other exterior surfaces and finishes of a Unit may only be replaced with materials of the same design, appearance, color and quality unless the Architectural Committee approves different materials and finishes.

The Architectural Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Declaration and perform such other duties as from time to time shall be assigned to it by the Board of Directors, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. No construction, alteration, location, relocation, repainting, demolishing, addition, installation, modification, decoration, redecoration or reconstruction of an Improvement, which is subject to the Architectural Committee's review as provided in this Section, shall be commenced or maintained until the plans and specifications therefore showing the nature, kind, shape, height, width, color, materials and location of the same have been submitted to the Architectural Committee and approved by the Architectural Committee. It shall be the responsibility of the Unit Owner to submit the written plans and specifications to an authorized agent of the Architectural Committee. The address for the submission of such plans and specifications shall be:

**Park Place Village Condominium Association  
c/o AAM, LLC  
1600 W. Broadway Rd., Ste 200  
Tempe, AZ 85282  
Phone: 602-957-9191  
FAX: 602-870-8231**

The Architectural Committee may condition its approval of proposals or plans and specifications for any Improvement (i) upon the Unit Owner's furnishing the Association with security acceptable to the Association against any mechanics' liens or other encumbrance which may be Recorded against the Condominium as a result of such work, (ii) on such changes therein as it deems appropriate, (iii) upon the Unit Owner's agreement to complete the proposed work within a stated period of time, or (iv) all of the above, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted

Until receipt by the Architectural Committee of any required plans and specifications, the Architectural Committee may postpone review of any plans submitted for approval. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Unit Owner at the address set forth in the application for approval within forty-five (45) days after receipt by the Architectural Committee of all materials required by the Architectural Committee. Any application submitted pursuant to this Section shall be deemed approved unless written disapproval or a request for additional information or materials by the Architectural Committee have been transmitted to the Unit Owner within forty-five (45) days after date of receipt by the Architectural Committee of all required materials

The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent. The approval by the Architectural Committee of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section shall not be deemed a warranty or representation by the Architectural Committee as to the quality of such construction, installation, addition, alteration, repair, change or other work or that such construction, installation, addition, alteration, repair, change or other work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation

#### **Animals (Section 4.7)**

No animals, birds, fowl, poultry or livestock shall be maintained or kept in any Units or on any other portion of the Condominium except that no more than two Permitted Pets may be kept or maintained in a Unit if they are kept, bred or raised solely as domestic pets and not for commercial purposes. For purposes of this Section, a "Permitted Pet" shall mean a dog, cat or household bird. No Permitted Pet shall be allowed to make an unreasonable amount of noise, cause an odor or become a nuisance. All Permitted Pets shall be kept on a leash not to exceed six (6) feet in length when outside a Unit or any Limited Common Elements allocated to the Unit, and all Permitted Pets shall be directly under the Unit Owner's or Resident's control at all times. If the pet of a Unit Owner, Lessee or Resident or any guest of a Unit Owner, Lessee or Resident relieves itself on any portion of the Condominium, the Unit Owner, Lessee or Resident or guest of the Unit Owner shall immediately pick up and properly dispose of such pet waste. Any Unit or Limited Common Element where a Permitted Pet is kept or maintained shall at all times be kept in a neat and clean condition. No structure for the care, housing, confinement or training of any animal or pet shall be maintained in or on any Unit so as to be visible from any Common Element. Upon the written request of any Unit Owner, the Board of Directors shall determine whether, for the purposes of this

Section, a Permitted Pet is a nuisance or is making an unreasonable amount of noise or causing an odor

#### **Antennas and Satellite Dishes (Section 4.2)**

Unit Owners are prohibited from installing any antenna, satellite television dish or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation on the exterior of a Building or a Residential Dwelling for any purpose, except for an Authorized Antenna (as defined below), which may be installed so long as the proposed location for such installation is reviewed and approved by the Architectural Committee prior to installation in order to insure that the visibility of the Authorized Antenna is minimized to the extent reasonably possible with respect to other current and future Units. The Architectural Committee may require that the location of the Authorized Antenna be moved so long as such review by the Architectural Committee does not (i) unreasonably delay or prevent installation, maintenance or use of an Authorized Antenna, (ii) unreasonably increase the cost of the installation, maintenance or use of an Authorized Antenna or (iii) preclude reception of an acceptable quality signal

An "Authorized Antenna" means (i) an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite service and that is one (1) meter or less in diameter, (ii) an antenna that is designed to receive video programming service, including multichannel multipoint distribution service, instructional television fixed service and local multipoint distribution service and that is one (1) meter or less in diameter or diagonal measurement or (iii) an antenna that is designed to receive television broadcast signals

The Board of Directors may adopt additional restrictions on installation or use of an Authorized Antenna on a Unit Owner's Residential Dwelling as part of the Association's Rules and Regulations so long as such restrictions do not (i) unreasonably delay or prevent installation, maintenance or use of an Authorized Antenna, (ii) unreasonably increase the cost of the installation, maintenance or use of an Authorized Antenna or (iii) preclude reception of an acceptable quality signal. The Board of Directors may prohibit the installation of an Authorized Antenna if the installation, location or maintenance of such Authorized Antenna unreasonably affects the safety of managers, agents or employees of the Association and other Unit Owners or for any other safety-related reason established by the Board of Directors

The Board of Directors also has the power to (i) prohibit a Unit Owner from installing an Authorized Antenna on property which such Unit Owner does not own or is not entitled to exclusively use under the Declaration or (ii) allow a Unit Owner to install an antenna other than an Authorized Antenna subject to applicable architectural standards and review by the Architectural Committee

#### **Barbeque Grills**

All personal barbeque grills must be propane, and must be out of visibility when not in use. Personal charcoal grills are strictly prohibited

#### **Basketball Goals (Section 4.22)**

No basketball goals of any type (whether portable or permanent) may be installed, placed, situated or kept on any Unit or within the Project except for any that may be installed by Declarant, if any

**Clotheslines (Section 4.9)**

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on the Condominium

**Common Elements Restrictions**

No materials or equipment may be left in the common elements. Nothing may be placed by owners or tenants on the walls, floors, doors, or ceilings in the common elements. Unattended baby carriages or playpens, bicycles, toys, benches or chairs on any part of the common elements shall not be permitted.

**Exterior Maintenance -- Shared by Unit Owners (Section 5.3)**

The Attached Units are designed and constructed to appear as a single Unit and, as a result, the foundation, roof, stucco systems and painted exterior surfaces (collectively, the "Attached Unit Shared Expense Items") are integrated and, therefore, the maintenance, repair, painting and replacement thereof must be coordinated between the Unit Owners of adjacent Attached Units (each, an "Attached Unit Owner"). An Attached Unit Building contains two Attached Units, one of which has more livable square footage than the other. The costs associated with the maintenance, repair, painting and replacement of any Attached Unit Shared Expense Items shall be allocated 55% to the Unit Owner of the larger Attached Unit and 45% to the Unit Owner of the smaller Attached Unit. In the event an Attached Unit Owner believes that any Attached Unit requires maintenance, painting, repair or replacement, such Attached Unit Owner shall endeavor to reach an agreement with the adjacent Attached Unit Owner regarding proceeding with such work, and in the event such an agreement is not achieved, the Attached Unit Owner who believes such work is necessary or appropriate shall provide the Association and the adjacent Attached Unit Owner with a written request for a determination as to the necessity or appropriateness of such work together with any proposals and cost estimates for such work (a "Request for Determination"). The Association shall provide the affected Attached Unit Owners with a written determination (a "Determination Notice") regarding any such Request for Determination within thirty (30) days of its receipt thereof unless the proposed work involves an emergency repair needed to the roof of an Attached Unit, in which case the Association shall endeavor to provide a Determination Notice with respect thereto as soon as possible following its receipt thereof. The Association's determination regarding matters addressed in any Request for Determination as set forth in a Determination Notice issued by the Association shall be binding upon the affected Attached Unit Owners, and the affected Attached Unit Owners shall proceed with any work ordered to be done in any Determination Notice as soon as practical following the receipt of such a Determination Notice. In the event any Attached Unit Owner fails to pay its share of the work covered by any such Determination Notice, the Association may advance the costs allocable to the defaulting Attached Unit Owner, in which event an amount equal to one hundred twenty percent (120%) of the costs so advanced by the Association shall be deemed to be an Assessment Lien under Section 7.5 of this Declaration and such amount, together with any other amounts assessable against the defaulting Attached Unit Owner pursuant to Section 7.5 of this Declaration (collectively, an "Attached Unit Non-Compliance Assessment"), shall constitute an Assessment Lien against the Attached Unit owned by such defaulting Attached Unit Owner.

**Flags and Flagpoles**

Flagpoles may be installed on a condominium unit according to the following restrictions:

- 1 The flagpole must be no larger than a one inch in diameter and four feet in length. Approved flagpole colors include aluminum or painted to match the color of the Unit.
- 2 The flagpole can be mounted near the front door or the walk-out balcony.
  - a. If installed near the front door, pole must be mounted between five to seven feet from the bottom of the unit and located within eighteen inches of either side of the front door.
  - b. If installed at the walk-out balcony, pole must be installed between five to six feet from the floor of the balcony and located no further than eighteen inches from the end of the balcony.
- 3 Flagpoles must be attached with aluminum type brackets and painted to match the color of the unit.

Flying the flag is permitted with the following restrictions

- 1 Only the United States and Arizona State flags are permitted and must be displayed in a respectful and honorable manner.
- 2 The size of the flag is regulated by the length of the pole. Poles three feet in length and less must not fly flags larger than 16 inches by 24 inches. Poles greater than three feet to a maximum of four feet, must not be greater than 24 inches by 36 inches.
- 3 All flags must be made of canvas or cloth material and be maintained in good condition at all times. Flags that are torn, ripped, faded, etc. are not allowed.

#### **Flammable Materials**

Fire department regulations stipulate that explosive and flammable materials cannot be stored in residential units. These materials include paint, paint thinner, propane, and gasoline. For your own protection and safety, it is requested that violations observed be reported to the Management Company immediately.

#### **Garage Doors (Section 4.14)**

Owners are not permitted to hang, place, or attach any objects to the exterior of the garage doors, or garage buildings. Garage doors shall be kept closed at all times except while vehicles or people are entering or leaving the garage.

Owners must repair noticeable damage to the exterior of garage doors within 30 days of the occurrence of such damage. Noticeable damage includes any large dents or scratches, areas of chipped or peeling paint, or any damage that prevents the door from operating properly. Owners must use the approved building color for the repairs.

#### **General Upkeep and Maintenance**

Each owner is responsible for the general upkeep and maintenance of his/her unit. No Unit shall be permitted to fall into a state of disrepair. The owner of every Unit is responsible at all times for keeping the Unit, and any respective limited common elements, in good condition and adequately painted or otherwise finished. In the event any Unit or Limited Common Element is damaged or destroyed, the owner is responsible for immediate repair or reconstruction.

### **Landscape Maintenance**

Landscape maintenance at Park Place Village includes mowing, fertilization, trimming, raking, and irrigation service to the common elements. Owners and tenants shall not plant in the common elements.

### **Lawn Chairs**

No lawn chairs are permitted in the common elements except on a temporary basis for a social gathering, etc. Chairs should be removed immediately upon conclusion of such activity. (See "Patios, Porches and Balconies" for additional information in regards to lawn furniture.)

### **Leasing Rules (Section 4.19)**

No Unit Owner may lease less than his entire Unit. No Unit may be leased for a period of less than thirty (30) days. All leases shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Condominium Documents and any failure by the Lessee to comply with the terms of the Condominium Documents shall be a default under the lease. At least ten (10) days before the commencement of the lease term, the Unit Owner shall provide the Association with the following information:

- 1 the commencement date and expiration date of the lease term
- 2 the names of each of the Lessees and each other person who will reside in the Unit during the lease term
- 3 the address and telephone number at which the Unit Owner can be contacted by the Association during the lease term
- 4 the name, address and telephone number of a person whom the Association can contact in the event of an emergency involving the Unit
- 5 Any Unit Owner who leases his Unit must provide the Lessee with copies of the Declaration and the Rules. The Unit Owner shall be liable for any violation of the Declaration or the Rules by the Lessees or other persons residing in the Unit and their guests or invitees and, in the event of any such violation, the Unit Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violation.

"Tenants, like owners, are required to observe all Rules that have been adopted by the Association." It is required that a statement of this nature be included in the tenant's lease and a copy of the Rules be attached to the lease. The owner is responsible for the tenant's and tenant's guest's behavior. The owner is responsible for fees, fines, attorney costs, etc., that may be imposed or incurred due to tenant noncompliance with the Rules, Bylaws, or other community documents.

Landlords are required to notify the Management Company of tenant changes in order to keep an up-to-date roster of the residents. If you need additional copies of the Rules, they are available through the Management Company.

### **Motor Operated Scooters and Skate Boards**

Motor operated scooters and skate boards are prohibited at all times within the Community.

### **Noise Control**

After 10:00 PM no loud noises or shouting shall be permitted in the Common Elements, including the pool area, or in any unit that is an annoyance to others.

### **Nuisances & Offensive Activity (Section 4.17)**

No nuisance shall be permitted to exist or operate upon the Condominium, and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or any Unit Owner or other occupant of the Condominium or is an annoyance to any Unit Owner or other Resident. No exterior speakers, horns, whistles, bells or other sound devices, except security or other emergency devices used exclusively for security or emergency purposes, shall be located, used or placed on the Condominium

### **Patios, Porches and Balconies (Section 4.20)**

The owner must keep his/her patio and balconies clean and free of litter, weeds, and animal waste. All furniture, plants, personal property or any other items placed or maintained on any porch, balcony, courtyard or patio must at all times be in good condition and repair and kept in an orderly and uncluttered fashion. Notwithstanding any provisions contained in this Declaration, nothing may be kept on any porch, balcony or patio so as to be visible from adjacent Units or Common Elements, except for patio furniture and plants approved by the Board of Directors. Shades of any kind are not allowed on any exterior wall, window, or patio. No pots, plants, or decorative accessories may be placed on any exterior balcony railing or patio wall. Any pot placed in an entry of a unit shall contain live plantings and be maintained on a regular basis. Pots may not be used as a hedge or any type of entry enclosure.

### **Pool Rules**

The pool is open from 6:00 AM until 10:00 PM and CLOSED from 10:00 PM until 6:00 AM

**Children under 14 years of age must have a parent or guardian with them at all times.**

- 1 Proper swimming attire must be worn in the pool. No cutoff pants are permitted, as frayed ends clog the pool filters.
- 2 Residents should shower before using the pool (health/sanitary reasons)
- 3 Persons wearing bandages or having open wounds are not allowed in the pool.
- 4 Infants or young children must wear snug-fitting leg openings. No infants wearing diapers are allowed in the pool. It is necessary that parents strictly abide by the rule to avoid health hazards and to ensure the continuous operation of the pool.
- 5 Pets, bicycles, skateboards, hairpins, clips, glass articles, and gum are not allowed in the pool or the area surrounding the pool within the fence.
- 6 The Association does not assume responsibility for the safety or acts of any person in the pool or the pool area. Parents are responsible for the safety of children in their care, including those of their guests.
- 7 Climbing the pool fence, either to enter or exit, is prohibited.
- 8 Running, excessive noise, loud music, splashing, pushing, shoulder riding, dunking, or roughhousing in the pool or on the deck is not allowed.
- 9 Floating devices are not encouraged. Styrofoam articles are not permitted. No surfboards or other large objects of this nature will be permitted in the pool.
- 10 Playing with safety equipment is not allowed.
- 11 The barbecue should be shared. No littering in the pool area is allowed. Each family is responsible for their own litter. Eating is to occur in the covered area only.
- 12 All gates must be closed at all times. Special care should be taken to assure compliance with this rule as it is for the safety of small children.



- 13 The use of the pool is expressly limited to Members, tenants, and their invited guests. Each household is limited to two (2) guests. Guests must be accompanied by a Member of the Association or tenant while at the pool.
- 14 Replacement pool area keys can be provided on the Association's behalf by the Management Company for a fee of \$25.00.
- 15 Pool will be heated during designated months as approved by the Board of Directors.
- 16 No alcoholic beverages allowed inside pool area. Intoxication is prohibited.
17. **The pool parking area is for visitor parking only. Owners parked in the pool area will be towed.**

**Screen Doors and Security Doors**

Screen doors are strictly prohibited. Metal security doors are allowed only with Architectural Committee approval, and **must be chosen from the approved list** per attached Exhibit B. Security Doors must be painted to match the color scheme of your unit as listed below.

**Spanish Style**

- Color Scheme # A-81-a
- Color Scheme # A-81-b
- Color Scheme # A-82-a
- Color Scheme # A-82-b
- Color Scheme # A-83-a
- Color Scheme # A-83-b

**Security Door Color**

- ICI-535 Traditional Tan
- ICI-535 Traditional Tan
- ICI-FZ-8684M
- ICI-FZ-8684M
- ICI-529 Potters Clay
- ICI-529 Potters Clay

**Italian Style**

- Color Scheme # C-89-a
- Color Scheme # C-89-b
- Color Scheme # C-810-a
- Color Scheme # C-810-b
- Color Scheme # C-811

**Security Door Color**

- ICI-672 Tusk-Tusk
- ICI-672 Tusk-Tusk
- ICI-673 Barrister White
- ICI-673 Barrister White
- ICI-855 White Room

**Craftsman Style**

- Color Scheme # B-84
- Color Scheme # B-86
- Color Scheme # B-87
- Color Scheme # B-815

**Security Door Color**

- ICI-815 Natural White
- ICI-FZ-8220 W
- ICI-CZ-8556
- ICI-SW-2004

**French Country Style**

- Color Scheme # D-812
- Color Scheme # D-813-a
- Color Scheme # D-813-b
- Color Scheme # D-814-a
- Color Scheme # D-814-b

**Security Door Color**

- ICI-SW-2004
- ICI-FZ-8220 W
- ICI-FZ-8220 W
- ICI-SW-2053
- ICI-SW-2053

Paints can be purchased at ICI Delux Paint Centers located at 1307 W. Camelback Rd, Phoenix (602) 230-8839 and 2962 W Thomas Rd, Phoenix (602) 272-2962.

**Seasonal Decorations**

All seasonal decorations are to be removed within ten (10) days after a holiday.

### **Storage**

Storage of any material by an owner is not to be visible above, or through, balcony railings or patio wall. Storage includes storage sheds, boxes, shelves, ladders, building materials, miscellaneous parts of any kind, refrigerators and toys. Storage is not allowed in any unassigned parking areas, assigned parking spots, driveways, or on the side of buildings.

### **Trash Containers and Collection (Section 4.5)**

No garbage or trash shall be placed or kept outside of any Unit except in centralized trash containers of a type, size and style to be approved by the Board of Directors and to be situated within the Condominium at locations to be designated by the Board of Directors, provided, however, following the expiration of the Period of Declarant Control, if any change is proposed with respect to the number, location or type of trash, recycling, or compaction containers or processes, such change shall require the written approval of the City. The Board of Directors shall have the right to sign leases and/or other agreements to subscribe to trash compaction, pickup and related services for the use and benefit of the Association and all Unit Owners and Residents, and to adopt and promulgate rules and regulations regarding garbage, trash, compaction and recycling, containers, processes and collection. No incinerators shall be kept or maintained in any Unit and all Unit Owners and Residents shall comply with all trash disposal and compaction requirements and all recycling requirements contained in such rules and regulations.

#### **Self Contained Compactor - Sequence of Operation:**

- 1 Place refuse in the charging chamber
- 2 Insert the key into the control pendant "on-off" switch and turn to the "on" position
- 3 Pull and hold the push/pull switch until the motor starts
- 4 The compactor ram will retract if it is not already in the fully retracted position. When the ram reaches the full retracted position it will automatically start to extend
- 5 If the ram is extending without operator intervention, it will continue to extend until
  - a The ram has reached the extended position causing it to reverse or,
  - b The ram is unable to reach the fully extended position because of a full container or other obstruction. If this happens, the full container light will illuminate and the compactor will de-energize. To reset the full light, turn the key off then back on or use the Stop button
- 6 When the ram is fully retracted, the compactor motor will stop
- 7 To restart the cycle, pull the push/pull switch again
- 8 Turn the key to the "off" position and remove the key when the compactor is not in use

#### **Self Contained Compactor - Safety Rules**

- 1 Children under the age of 14 years old are prohibited from the operation of the trash compactor
- 2 Place thin rubber, vinyl and glass refuse in a cardboard box to prevent wedging and excessive wear on compactor
- 3 Do not stand near the compactor when the ram is in motion. Materials may be ejected from the charging chamber and cause injury
- 4 Do not enter the charging chamber
- 5 Do not throw solid objects (concrete blocks, steel, castings, etc.) into chamber. This type of material may seriously damage the compactor and/or container

**Trucks, Trailers, Campers and Boats, etc. (Section 4.12)**

No truck (other than a Family Vehicle, as defined in Section 4.13.2 of the Condominium Declaration), mobile home, travel trailer, tent trailer, camper shell, detached camper, recreational vehicle, bus, boat, or other recreational trailer or other similar equipment or vehicle may be parked, kept, maintained, constructed, reconstructed or repaired on any part of the Condominium except in the garages which are part of the Units

**Utility Service (Section 4.3)**

Except for lines, wires and devices existing on the Condominium as of the date of this Declaration or hereafter constructed by Declarant and except for maintenance and replacement of the same, no lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in or upon the Condominium unless they are installed and maintained underground or concealed in, under or on Improvements or other structures permitted under this Declaration. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of Improvements by Declarant or structures approved by the Architectural Committee

**Vehicles and Parking Restrictions (Section 4.13)**

A Unit Owner, Lessee or Resident of a Unit may only park any Vehicle owned, leased or controlled by them in the garage of the Unit owned or occupied by them and in no event shall any Vehicle owned, leased or controlled by any Unit Owner, Lessee or Resident be parked in any other location within the Condominium (Per the Declaration, Resident is defined as any person residing in a Unit for thirty (30) days or more within a twelve (12) month period )

Subject to the further restrictions of this Section, no Vehicle owned, leased, operated or controlled by a Unit Owner, Lessee or Resident shall be parked on a Unit except in the attached garage

Vehicles of guests and invitees of a Residential Dwelling may only park in designated parking areas along the Private Street

Parking is permitted on the Private Street only as and where specifically designated by signage. The Board of Directors is responsible for enforcing the no-parking requirement

Inasmuch as the Unit Owners share the use of a Private Driveway which is a Common Element, no Vehicle of any kind or type may be parked in the Private Driveway. An owner of a Residential Dwelling is responsible for notifying family members and guests of this provision, and any such violation will be enforced against the Unit Owner whose family or guests violate this provision

Except for emergency repairs of any Vehicle and subject to the further restrictions of this Section, no Vehicle shall be constructed, reconstructed or repaired on a Unit or any other portion of the Condominium except within the enclosed garage of a Residential Dwelling

The Board of Directors shall have the right to have any Vehicle or other item of equipment parked, maintained, kept, reconstructed or repaired in violation of this Section towed away at the sole expense of the owner of the Vehicle or equipment. Any expense incurred by the Association, including, without limitation, attorneys' and court fees and costs, in connection with the towing of

any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment.

No truck (other than a Family Vehicle as defined below), mobile home, bus, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or other similar equipment or vehicle (hereinafter "Commercial Vehicles") may be parked, maintained, constructed, reconstructed or repaired on any Unit or the Common Elements without the prior written approval of the Board of Directors, except for (i) the temporary parking of any Commercial Vehicle on the Private Street (but not on the Private Driveways) for loading and unloading for a period of not more than two (2) hours, (ii) temporary construction trailers or facilities maintained during, and used exclusively in connection with, the construction of any Improvement by Declarant or any Improvement approved by the Architectural Committee, and (iii) Commercial Vehicles parked completely within enclosed Residential Dwelling garages. A "Family Vehicle" means any domestic or foreign car, station wagon, sport wagon, pickup truck of less than one (1) ton capacity with camper shells not exceeding seven (7) feet in height measured from ground level, mini-van, jeep, sport utility vehicle, motorcycle and similar non-commercial and non-recreational vehicles that are used by a Resident for family and domestic purposes and which are used on a regular and recurring basis for basic transportation. The Board of Directors may, acting in good faith, designate a Commercial Vehicle as a Family Vehicle if, prior to use, the Resident petitions the Architectural Committee to classify the same as a Family Vehicle and the parking of such Vehicle will not adversely affect the Condominium or the Residents of the Condominium.

To assist with the enforcement of the parking restrictions set forth in this Declaration, the Board of Directors shall enter into a parking service agreement with either a parking service company or the professional property manager for the Condominium pursuant to which any Person who violates the parking restrictions set forth in the Declaration shall be subject to a fine in a minimum amount of \$25 00 for the second parking violation and pursuant to which all subsequent parking violations by such Person shall result in such Person's Vehicle being immobilized or towed at the owners expense and the imposition of a fine in a minimum amount of \$90 00 for each such subsequent violation. Any parking services agreement entered into by the Board of Directors must provide that it may be terminated with or without cause and without payment of any penalty or termination fee on no more than thirty (30) days written notice. The term of any such agreement shall not exceed three (3) years.

**To identify what vehicles are authorized to be in the community, all owners must register their vehicles with the parking patrol service. You will be issued permits by the parking patrol service to be displayed on your vehicles at all times.**

**Any resident vehicle found parked on the private street, private drives or in the designated visitors parking spaces will first receive a warning or cited a parking ticket. Any additional violations will result in an immobilization boot placed on the vehicle or the towing of the vehicle. All such costs associated with this parking enforcement are the sole responsibility of the owner of the vehicle.**

**Only guests may park on the street in the designated areas. Guests are not allowed to park on the private drives or in "no parking" areas. Guests will be subject to having a boot placed on their vehicle at the owner's expense, and possibly their vehicle being towed.**

**Abandoned Vehicles:** Any vehicle not moved for two (2) weeks will be considered abandoned. Such vehicles will be subject to towing and impoundment at the owner's expense. All vehicles must be properly registered, without an expired tag.

**Vehicle Fluids:** All vehicles must be in good condition and no vehicle fluid shall be allowed to drip or be spilled onto driveways, parking spaces, or streets. Any damage to common element shall be repaired at the expense of unit owner whether the owner or a tenant, guest, vendor or family member of that unit owner caused the damage.

**Window Coverings (Section 4.18)**

No reflective materials, including, but not limited to, aluminum foil, reflective screens or glass, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows of a Unit without the prior written approval of the Board of Directors. No enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a Unit or any Limited Common Elements allocated to the Unit shall be constructed or installed without the prior written consent of the Board of Directors, but window coverings must be installed on all windows for a Unit within (60) days of the date such Unit is conveyed to a Purchaser. All such window coverings and treatments must be compatible in style and color with the exterior style and color of the buildings and their appearance must be aesthetically pleasing from the exterior of the Unit. No bed sheets, blankets, bed spreads or other items designed for use as curtains or other window coverings shall be used for such purposes, whether permanently or temporarily.

ONLY INTERIOR, non-reflective window tinting may be approved by the Board of Directors

**EXHIBIT A**  
**Park Place Village Condominium Association**

**Architectural Request for Approval Form**

The Condominium Declaration requires that a Unit Owner obtain the prior written approval of the Committee or its nominees(s) (the "Committee") for any construction, alteration, location, relocation, repainting, demolishing, addition, installation, modification, decoration, redecoration or reconstruction of an Improvement within a Unit. To comply with this requirement, please complete the form below. Attach a detailed drawing or blueprint of the proposed changes. The drawing should include location (including dimensions), materials to be used and colors. This application and the drawing will NOT be returned to you. You will, however, receive written notification of approval or denial of your request.

**Owner Information**

**Name** \_\_\_\_\_

**Lot#** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Phone/buisness** \_\_\_\_\_ **Phone/Home.** \_\_\_\_\_

Prior to committee review, the owner must sign to verify that

- 1 His/Her Association fees are paid and current,
- 2 No fees and/or fines are owed to the Associations and,
- 3 I understand and agree that NO work on this request shall commence until approval of the committee has been received by me

**Owner Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ARCHITECTURAL COMMITTEE SUBMITTAL FORM**

**Please mail to:  
Park Place Village Condominium Association  
c/o AAM, LLC ~ Attention: Community Manager  
1600 W. Broadway Rd., Ste 200 ~ Tempe, AZ 85282  
Phone: (602) 957-9191 Fax: (602) 870-8231 or 866-477-9188**

PLEASE CHECK APPROPRIATE BOX BELOW:

- ARE YOU SUBMITTING PRIOR TO LIVING IN THE COMMUNITY?
- I AM CURRENTLY LIVING IN THIS COMMUNITY.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Community: \_\_\_\_\_ Lot# \_\_\_\_\_

Property Address: \_\_\_\_\_ Phone# \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

Submittal Type: i.e., landscaping changes to be made to my property and changes to the exterior of my home  
\_\_\_\_\_  
\_\_\_\_\_

Type of Material to be used - (attach samples / pictures / brochures): \_\_\_\_\_  
\_\_\_\_\_

Color to be used – (attach samples / pictures / brochures): \_\_\_\_\_  
\_\_\_\_\_

MUST INCLUDE A PLOT PLAN INDICATING LOCATION OF SUBMITTAL AND INCLUDE APPLICABLE MEASUREMENTS AND DIMENSIONS.

**INCOMPLETE SUBMITTALS WILL BE DENIED**

Homeowner agrees to comply with all applicable City and State laws, and to obtain all necessary permits. Approval by the Architectural Committee shall not be deemed a warranty or Representation as to the quality of such construction, installation, addition, alteration, repair, change or other work, or that work conforms to any applicable building codes or other Federal, State or local law, statute, ordinance, rule or regulation.

Architectural Design Committee requests will be reviewed within 45 days. Requests will be approved, denied or returned for additional information.

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Homeowner E-mail address: \_\_\_\_\_

***“Office Use Only”***

The Above Described Architectural Change Has Been

APPROVED \_\_\_\_\_ subject to the following  
condition(s): \_\_\_\_\_  
\_\_\_\_\_

DISAPPROVED \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**EXHIBIT "B"**

**APPROVED SECURITY/SCREEN DOORS**

The following approved doors may be purchased at Designer Doors

**Phoenix**

401 W Deer Valley Road  
623-516-4711

**Mesa**

7205 E Southern Avenue  
623-516-4711

**Scottsdale**

15125 N Hayden Road, Suite R122  
480-596-8208

**Surprise**

12801 W Bell Road, Suite D8  
623-583-1633

**Tempe**

1020 W Elliot Road, Suite 103  
480-491-4924

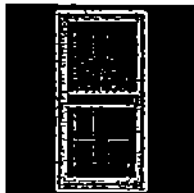
**Goodyear**

14175 W Indian School Road  
623-536-7663

Below are the approved designs



Plan Bar



Park Avenue



Greek Key III



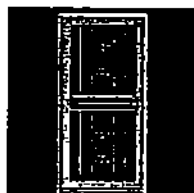
or Greek Key



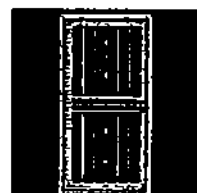
Scroll



or Barcelona



Horizon



Pueblo

Doors can be reviewed at [www.designerdoorsaz.com](http://www.designerdoorsaz.com)

Please note that if doors are powder coated, color should match as close as possible to the trim color of the unit