

1 SANDS NORTH TOWNHOUSES ASSOCIATION  
2 an Arizona Corporation

3 RULES AND REGULATIONS as revised August/2018

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5 ENFORCEMENT OF RULES

6 The following Rules and Regulations are established pursuant to the Amended and Restated Declaration of  
7 Covenants, Conditions and Restrictions for Sands North Townhouses Association to provide for the continuing  
8 pleasure, comfort, and security of all members of Sands North Townhouses Association, their resident family  
9 members, tenants, guests, invitees, licensees and agents.

10 GENERAL RULES AND REGULATIONS

11 1. Including but not limited to Common Areas and facilities, all complaints, communications, and requests  
12 regarding such shall be made in writing to the property manager designated by the Board. Members must give  
13 immediate written notice to the property manager of any damage, accident or injury that involves the Properties,  
14 including, but not limited to, the Common Areas and facilities.

15 2. No person shall make or maintain any alterations, additions or changes to the external construction of any  
16 Unit without first obtaining written permission from the Board or designated Landscape Architectural Review  
17 Committee (LARC). Detailed information on "Regulations for Architectural & Landscaping" can be found  
18 beginning on page 6 of these regulations.

19 3. No person shall make or permit to occur in individual Units or Common Areas anything that will interfere  
20 with the rights, comfort and convenience of other members.

21 4. Except as provided in the Declaration, no person shall make any addition or deletion or any change  
22 whatsoever to the Common Areas of the Property without the express written permission of the Board. This  
23 includes, but is not limited to, sprinklers, plants, ground covers, lights or other Common Area items.

24 5. Unless accompanied by a responsible adult, persons under the age of 18 cannot be located within the  
25 Common Areas after 10:30 p.m.

26 6. No rubbish or litter may be swept from a Lot onto another Lot or onto the Common Areas. No private auction  
27 and/or garage type sales of any nature are permitted anywhere on the Properties, unless previously approved by  
28 the Board. Estate sales are also permissible if previously approved by the Board.

29 7. Parents must instruct their children that playing in the street is not only unsafe but prohibited.

30 8. Garbage containers shall not be placed on streets, sidewalks, driveways or outside Units before 6:00 p.m. on  
31 the date prior to the pickup and shall be removed as quickly as possible, but in no event later than 7:00 p.m. on  
32 the day of pickup. (If the hours are a problem, please ask a neighbor to assist you.) Security /designated  
33 personnel or property manager employees shall remove any garbage container that is left in violation of this rule  
34 and may charge the Owner a reasonable sum for services of removal, but in an amount of not more than \$50.00 for  
35 each violation.

36 9. No person shall cause or permit the unnecessary blowing of a vehicle horn while approaching or upon any  
37 driveway or parking area of the Properties, except when absolutely necessary for the safe operation of the  
38 vehicle.

39 10. No mobile home, boat, recreational vehicle, trailer of any kind, van, truck (other than a maximum three  
40 quarter (3/4) ton capacity truck or van designed for and used for personal, non— commercial use), camper,

41 commercial or delivery vehicle, off-road vehicle, inoperable vehicle or permanent tent or similar structure  
 42 shall be kept, placed, maintained or constructed, reconstructed or repaired, nor shall any motor vehicle be  
 43 constructed, reconstructed or repaired upon the Properties in such a manner as to be Visible From Neighboring  
 44 Property, except minor vehicle repairs not exceeding six (6) hours are permissible. The provisions of this  
 45 Paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities  
 46 maintained during, and used exclusively in connection with, the construction of any improvement approved by  
 47 the Board, and only upon approval of the Board. Commercial and delivery vehicles shall be permitted on the  
 48 Properties for short durations while services are being performed and/or goods are being delivered to a Unit.

49 11. Except as otherwise provided, automobiles and other motor vehicles owned by Lot Owners shall not be  
 50 parked in or on the streets constituting part of the Common Area overnight. "Overnight parking" shall mean  
 51 parking on a street for more than three (3) consecutive hours between twelve (12) o'clock a.m. and six (6)  
 52 o'clock a.m. Parking in Tract B, also known as the "common guest alley parking area", shall be permissible for  
 53 automobiles and other motor vehicles not precluded under Section 10 above, for periods not to exceed ten (10)  
 54 days in any sixty (60) day period, unless written approval is secured from the Board or property manager.  
 55 Further, vehicles should park in carports and driveways when such areas are available, rather than parking in the  
 56 streets. Vehicles parked in violation hereof will be subject to towing and/or fines in a reasonable amount to be  
 57 set by the Board. Guest parking shall be limited to guest vehicles only and such vehicles may be permitted to  
 58 remain overnight in guest parking spaces for a period of not more than ten (10) days within any one (1) month  
 59 period unless written approval is secured from the Board or property manager. Guest parking shall also be  
 60 permitted on the streets, when properly parked on the correct side of the street and not on a "blind" corner or in  
 61 an obstructive fashion but in no event shall any vehicle remain parked on any street overnight.

62 12. Any vehicle parked in such a manner as to impede, block or prevent ready access to the driveway, carport or  
 63 garage of any Lot to which the vehicle does not belong, shall be subject to immediate tow-away at the applicable  
 64 owner's expense. All other parking violations may result in towing of the vehicle following forty-eight (48)  
 65 hours after the vehicle has been tagged for a previous or continuing violation or the owner of the vehicle is  
 66 otherwise notified. Parking exceptions may be permitted under special circumstances when granted in writing  
 67 by the Board or property manager and then only pursuant to the express conditions therein imposed.

68 13. Except as otherwise provided herein, each Owner shall be responsible for the upkeep and maintenance of the  
 69 Owner's Lot, and improvements thereon, including, without limitation, the interior of the Unit, all fixtures and  
 70 equipment (commencing at a point where the utility lines, pipes, wires, conduit or systems enter the Lot  
 71 Boundaries), all exterior surfaces (including, without limitation, roofs, windows, exterior doors, weather  
 72 stripping, and hardware attached to these items), any yard sprinklers, carport areas and for the upkeep and  
 73 maintenance of all other planted or yard areas, features or parts of the Lot not otherwise maintained by the  
 74 Association. Termite control shall be the responsibility of the Owner, and the Owner shall do no act nor any  
 75 work that will impair the structural soundness or integrity of a Unit or impair any easement, nor shall an Owner  
 76 do any act or allow any condition to exist which will adversely affect the other Units or their Owners. No  
 77 building or structure upon any Property within the Properties shall be permitted to fall into disrepair and each  
 78 such building and structure shall be at all times kept in good condition and repair. In the event any Owner fails  
 79 to keep any building, structure or improvement on a Lot in good condition and repair, the Association shall have  
 80 the right (but not the obligation) to do so after thirty (30) days' notice to the Owner, unless a lesser period is  
 81 specified in the notice, and shall charge the Owner the reasonable cost thereof, which charge shall be paid by the  
 82 Owner to the Association, within thirty (30) days, and shall be collected and secured as any other assessment  
 83 provided in this Declaration.

84 14. Bubblers and watering devices are to be regulated to prevent street overflow. Asphalt can be damaged by  
 85 excess water. In addition, water overflow wastes a limited natural resource.

86 15. The speed limit within the complex is 10 miles per hour and must be observed. Residents are responsible for  
87 notifying any guests, invitees or licensees of the speed limits and Owners are responsible for any fines related  
88 hereto as with any other infraction or violation of any provision of the operative documents.

89 16. No more than two (2) generally recognized house pets, shall be maintained on any Property within the  
90 Properties and then only if they are kept solely as domestic pets and not for commercial purposes. To the extent  
91 permitted above, no animal or bird shall be allowed to the extent it disturbs surrounding residents or otherwise  
92 becomes a nuisance, and no structure for the care, housing or confinement of any animal or bird shall be  
93 maintained so as to be visible from any neighboring property. Upon the written requests of any Owner, the  
94 Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this  
95 Paragraph, a particular animal or bird is a generally recognized house pet or a nuisance. An owner may petition  
96 the Board and, with majority approval, be granted a waiver regarding the number of pets.

97 17. Pets shall not run free and must be walked on a leash under human control at all times. An Owner is  
98 responsible for immediate removal of any pet droppings. Any Owner found in violation of this provision will be  
99 subject to a fine of not more than \$50 per occurrence. Any decision by the Board shall be enforceable as other  
100 restrictions contained herein.

101 18. In the event any one or more of these Rules, or any portion thereof, is adjudged invalid or superseded by the  
102 future action of the Board or any other body, such partial invalidity shall not affect any other Rule herein or any  
103 other portion of the directly affected Rule, all of which shall remain fully enforceable by the Board as to all  
104 Owners, tenants, family members, guests, invitees, licensees and agents as set forth above. In lieu of the  
105 superseded or invalid Rule, Rules or any portion thereof, the Board may promulgate additional rules to take the  
106 place of, supersede and be effective with respect to the material superseded or adjudged invalid Rule. In  
107 addition, the Board may, pursuant to the Declaration of Sands North, amend these Rules and promulgate new  
108 rules from time to time.

#### 109 BLOCK WATCH PROGRAM

110 Block watch is our best defense against burglary or vandalism.

111 (A) Notify neighbors of absentee dates, where to reach you and who locally has key to your home. Stop mail  
112 and newspapers.

113 (B) Watch for suspicious activity and write down license plate numbers, dates, times, color and make of  
114 unfamiliar vehicles.

115 (C) Discourage solicitors by informing them that they are trespassing on private property. Their real reason may  
116 be to observe your home and habits for a later burglary.

117 (D) Telephone the police (911) if you observe anything that appears to be an emergency.

#### 118 SWIMMING POOL AND CLUBHOUSE

119 The pool and clubhouse areas are provided to give residents an enjoyable gathering place. To maintain an  
120 enjoyable environment, the Board has formulated these Rules and Regulations. The Board asks that tenants,  
121 guests and children be informed of these Rules as well as the general courtesies that will keep the pool and  
122 clubhouse happy and safe recreation areas.

123 1. Pool hours are from 6: 00 a.m. to 11: 00 p.m., except when pool is being serviced or maintained.

124 2. Use of the pool is limited to residents and guests, but in no event is a resident key-holder permitted to have  
125 more than eight (8) guests in the pool area at any one time without written authorization from the Board. The  
126 resident must ensure the orderly conduct of all such guests.

127 3. Non-residents may only use the pool or clubhouse areas when accompanied by a resident or if they possess a  
128 proper key and I.D. tag accompanying the key which identifies the applicable Lot.

- 129 4. All persons swim and use the pool at their own risk. No lifeguard is on duty.
- 130 5. No intoxicated persons or persons having an infectious disease shall be permitted to use the pool area.  
131
- 132 6. All food and glass or bottle containers are forbidden in, around or about the pool area. This will avoid the  
133 need to drain the pool in the event a glass article is broken.
- 134 7. Children under the age of 12 are not allowed in the pool or clubhouse area unless accompanied by an adult  
135 resident 18 years or older and any children who cannot swim must be held by an adult at all times when in the  
136 water.
- 137 8. No, rough, loud or offensive language or noise is permitted.
- 138 9. Swimming suits only are permitted in the pool-no cutoffs are permitted.
- 139 10. Pool play equipment shall be confined to small rings and balls. Large play equipment such as air mattresses  
140 should be considered only when the pool is not crowded. Do not play or tamper with the life-saving or pool  
141 equipment.
- 142 11. All trash, cans and cigarette butts are to be placed in proper containers.
- 143 12. Furniture, other than that provided by the Association, shall not be used in the recreation or pool area, nor  
144 shall furniture supplied by the Association be removed from said areas under any circumstances. Association  
145 umbrellas in the pool area must be lowered after use.
- 146 13. There shall be no splashing of water other than that accompanying normal swimming.
- 147 14. Use restroom facilities-not the swimming pool.
- 148 15. All sun tan oil shall be removed prior to entering the pool.
- 149 16. Children not toilet trained are not allowed in the pool without appropriate protective garments such as plastic  
150 pants which are secure around the waist and leg areas.
- 151 17. Bicycles, tricycles, skateboards, roller skates and the like are prohibited in and around pool area and in the  
152 clubhouse
- 153 18. Pets are prohibited in and around pool area and in the clubhouse.
- 154 19. All persons shall comply with the requests of the Board, and/or the Property Manager regarding matters of  
155 personal conduct in and about the pool and clubhouse areas.
- 156 20. No loud radios, boomboxes or other musical devices are not allowed within the pool area.
- 158 SPA  
159 All Rules and Regulations pertaining to the use of the swimming pool will also apply to the spa with an  
160 additional warning regarding the danger involved due to the strong suction at the drain areas and the health  
161 damage of using a heated spa without full knowledge of one's physical condition or limitations.

162 PRIVATE CLUBHOUSE USAGE

163 Use of the clubhouse for private gatherings is on a first-come, first-serve basis. The clubhouse may be reserved  
164 by submitting the clubhouse reservation form and a deposit of \$150.00 to the management company.  
165 If the deposit is insufficient to cover any damage the owner will be billed for the shortfall.  
166 Tenants are only allowed to reserve and utilize the clubhouse with written permission from the  
167 applicable Unit Owner and submitting the proper forms and deposit. Except as  
168 otherwise expanded herein, the resident is responsible for any damage and must clean up the clubhouse  
169 immediately after use. Only adult residents are permitted to reserve the clubhouse and if the clubhouse is  
170 reserved for use by minors, at least one responsible adult must remain in the clubhouse during the gathering.  
171 Further, reservation of the clubhouse does not affect use of the pool or spa by other residents or their guests.

172 FINES AND PENALTIES

173 Any infraction of these Rules and Regulations, or of the Articles, Bylaws or Declaration by an Owner, resident  
174 family member, tenant, guest, invitee, licensee or agent shall result in a fine against the applicable Owner and  
175 further penalty as follows (in addition to any other penalties, disabilities or remedies available to the  
176 Association):

177 **First Offense:** Warning will be issued by the management company notifying the owner of the violation  
178 and the measure to remedy.

179 **Second and Additional Offenses:** \$150.00 fine thereafter until remedied.

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182 Unless otherwise indicated in any notice of an offense, a continuing offense shall be deemed to be a new  
183 offense every ten (10) days until remedied. Vandalism will involve a fine as outlined above and  
184 reimbursement provided to the Association for actual replacement or repair costs and for such other  
185 amounts as more fully set forth in the Declaration or these Rules.

186 1. Any assessment or fine not paid by its due date, as set forth in the other Operative Documents or as set by the  
187 Board, will be handled in the manner set forth by AZ Statute as a category two (2) expense.

188 2. With the exception of charges imposed for the late payment of annual or special assessments, all other  
189 monetary charges, penalties, or fines imposed upon an Owner for violation of the Declaration, Bylaws or  
190 Articles, shall allow notice and an opportunity to be heard, unless notice was supplied to an Owner prior to  
191 incurring or imposition of any charges, penalties, or fines and no action was taken in response to said notice.  
192 The notice requirement is satisfied by mailing a copy of the amount due and payable, postage prepaid to the  
193 applicable Owner, to the Owner's address last appearing on the books and records of the Association, or  
194 supplied by such Owner to the Association for such notices, to the extent provided in the Declaration. The  
195 hearing requirement is satisfied by allowing an opportunity for the Owner to be heard at the next meeting of the  
196 Board of Directors. The Owner so notified has the obligation to find out when and where the next scheduled  
197 Board of Directors' meeting will be held. Failure to attend said meeting will constitute a waiver of the right to a  
198 hearing by the Owner. In the event of a hearing, any determination by the Board or the designated committee  
199 shall be conclusive.

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203 **Regulations for Architectural & Landscaping**

204

205 **General**

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207 In accordance with the Declaration of Covenants, Conditions and Restrictions for Sands North  
 208 Homeowners Association (the "CC&Rs"), the Board of Directors has adopted the following  
 209 **Regulations for Architectural & Landscaping** (the "Regulations") which, after being adopted, shall  
 210 apply to all lots within the Sands North community.

211

212 **The Need to Review, Understand and Follow these Regulations.**

213 Every homeowner should be completely familiar with the CC&Rs as recorded with  
 214 Maricopa County, as well as these Regulations, which may be further amended from time to time by  
 215 the Board of Directors. This document states the rules intended to enhance property values and  
 216 maintain our high standard of the development within Sands North. These Regulations also help  
 217 homeowners to better understand their own responsibilities with regard to changes in exterior  
 218 appearance & landscaping, and to know which planned changes or improvements may or may not be  
 219 permitted. In the event that anything in these Regulations may be in conflict with the rules outlined in  
 220 the CC&Rs, then the CC&Rs shall prevail.

221 Homeowners must also realize that the decision to live in this type of community also places limits on  
 222 an individual's ability to make independent choices as to how the exterior of a property will look and  
 223 be maintained. The policies found in these Regulations and in the CC&Rs will apply uniformly to all  
 224 properties. As of the adoption of these Regulations, homeowners shall not perform their own style of  
 225 landscape maintenance to a different standard than that set by the Association. The only exceptions are  
 226 those specifically outlined in this document. Deviations will be corrected at the expense of the  
 227 homeowner who is not in compliance.

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229 **Where to Ask any Architecture & Landscaping Questions.**

230 If you have any questions about architectural & landscaping rules and regulations after reviewing this  
 231 document, please direct them first to our property management company. They act as the Association's  
 232 agent and are directed to provide a rapid response to your concerns. They will either provide you with  
 233 an immediate answer, or they may have to first consult with members of the **Landscape &**  
 234 **Architectural Review Committee (LARC)**, or the entire Board of Directors, prior to responding. This  
 235 ensures proper handling and adequate follow up to your telephone call. If you contact a Committee or  
 236 Board member directly, that individual may not have access to the precise information you are looking  
 237 for, or they may not have the opportunity to appropriately follow up the issue with you.

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242 **Requirement for Design Review.**

243 All proposed architectural & landscaping changes to a homeowner's lot must be formally submitted as  
 244 a proposal for review and approval. All proposed changes are reviewed by the LARC and forwarded to  
 245 the Board for final approval. Board approval must be received before commencing any architectural &  
 246 landscaping changes to the outside of the home, visible from the common areas and neighboring  
 247 properties. The LARC reviews all visible elements of architecture & landscaping altered/installed by a  
 248 homeowner. This includes all front yard landscaping, as well as any rear or side yard landscaping  
 which is visible from beyond those areas. Specifically subject to review are any structures or plantings

250 in rear or side yards that may be visible above a property wall, or from adjacent properties, the street or  
251 any common areas. This includes any alterations or additions to the alleyway, walkway, driveways,  
windows, lighting, walls, wrought iron, doors, and roof.

253  
254 **Subject to a Stop Work Order.**  
255 Should an owner fail to obtain Board approval prior to alteration/installation, the work in progress or  
256 already completed is subject to removal/restoration at the owner's expense. Homeowners not in  
257 compliance with these Regulations may be subject to a "stop work" order from the Association, as well  
258 as other possible enforcement action.

259  
260 **Proposed Changes.**  
261 Any changes desired to be made to the architecture & landscaping of a homeowner's property are  
262 subject to prior approval by the Board. Forms for this purpose may be obtained from the management  
263 company.

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265 **Drainage Issues.**  
266 Any plan pertaining to any front, side or rear yard that impacts the drainage or run off of water from  
267 the property must first be approved by the Board. Considerable cost may be saved in view of the  
268 significant liability the homeowner may incur if the planned work is undertaken and later found not to  
269 be in conformance with community guidelines. Any change which may affect drainage must ensure  
270 that run-off water is directed toward the street and not toward any neighboring property. The need for  
271 any structural or engineering consultations which may be necessary to prove that drainage will not be  
272 adversely affected is the sole responsibility of the homeowner.

273  
274 **Requirement for Approval of Each Individual Plan.**  
275 Even if a planned addition, alteration or change is identical to another which was previously approved  
276 or has already been completed elsewhere in the community, the owner must still submit their own plan  
277 and receive specific approval. Since every situation is different, each application will be reviewed on a  
278 case-by-case basis.

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280 **Damage to any Walls or Structures.**  
281 Any addition, alteration or change made by an owner that penetrates, is externally visible or results in  
282 any damage to an exterior wall, structure, or amenity of a common area (as defined in the CC&R's)  
283 will be removed and repaired by the Association with all costs assessed to the homeowner responsible  
284 for the alteration and the subsequent damage.

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286 **Requirement to Comply with Local Laws and Codes.**  
287 The homeowner agrees to comply with all City, County and State laws and agrees to obtain all  
288 necessary permits and documents, in addition to written Board approval.

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292 **The Application Process.**  
293 Prior to commencing any modification, alteration, removal or addition to the lot or improvements  
294 which may be visible from neighboring properties, an application and related plans must be forwarded  
295 to the Sands North LARC, in care of its management company. A sample form for this purpose is  
296 included at the end of these Regulations. Additional copies are available upon request from the  
297 property manager. The only time a proposal is not required to be submitted is when the changes will

298 occur only in a rear or side yard that will at no time be visible from the street, any neighboring  
299 property or common area, now or at any time in the future. Every application to the LARC requesting  
300 an architectural & landscaping change must include the following items:

- 301 1. **An Application Form** — Forms can be obtained from the property manager.
- 302 2. **Plans and Specifications** — A complete description with site plan (if applicable) showing placement  
303 of all proposed, visible improvements. Proposal should include any/all necessary dimensions,  
304 elevations, including property lines, setback requirements, materials and colors of all visible  
305 improvements, lighting and other features. Included, as an example, might be:  
306 The name, size, number and location for placement of plants or trees
- 307 2. Size, color and amount of granite groundcover
- 308 3. Height, width, color and type of any block border
- 309 4. Type, color, number and placement of any fixtures (e.g. lighting)
- 310 5. Floor plan(s), sketches and or renderings
- 311 6. Samples or photos of components to be used

312 **The homeowner hereby agrees to comply with all City, County, and State laws, and agrees to**  
313 **obtain all necessary permits. Approval shall not be deemed to constitute a waiver of any**  
314 **requirement or restriction imposed by the City of Scottsdale nor shall it be deemed an approval**  
315 **of the workmanship or quality of the work or of the integrity of the plans, drawings or**  
316 **specifications.**

317 Once these items have been received, the LARC & Board will have thirty (30) days to review. The  
318 Board or management company will then send written notice to the homeowner of its decision.  
319

#### 320 **LARC Review and Subsequent Board Approval of Submitted Requests.**

321 Plans must be submitted to the LARC no later than thirty (30) days preceding the date of any planned  
322 work. The LARC will review the application and forward it, along with any recommendations, to the  
323 Board for disposition. The Board or Management Company will subsequently advise the owner in  
324 writing:

- 325 1. If the project is *approved*; or
- 326 2. If *disapproved*, will include an explanation for the reason(s) the application(s) was not  
327 approved.

328 The LARC will consider all of the following in its decision making process: the material used, overall  
329 design, visual and environmental impact, natural platforms, finish grade elevation, and overall location  
330 in relation to surrounding structures and plantings. The LARC/Board may elect not to approve a plan  
331 if, in its sole opinion, the proposed changes are inconsistent with the architectural & landscaping theme  
332 of the community. Furthermore, approval of plans shall be withheld if the plan does not provide a  
333 realistic deadline for completion.  
334

#### 335 **Expiration Time for Approvals.**

336 If work has not commenced on any project for which approval has previously been granted within  
337 one hundred twenty (120) days after the date of such approval, the approval shall be deemed withdrawn.  
338 In this event, it shall be necessary for the owner to resubmit the plans for consideration prior to com  
339 mencing the work.  
340

## 341 **Landscaping**

### 342 343 **Landscaping as a Chief Asset of the Association.**

344 The landscaping at Sands North is one of the community's most attractive and valuable assets and the  
maintenance of it is a considerable job. In the common areas, it makes up the largest annual expense



346 of the Association and, collectively, all of the front yards have an even greater visual impact. Those  
347 owners who have already enjoyed a variance from policy are "grandfathered" and may continue as  
348 such until the home is sold, at which time the new owners must comply with existing regulations.,  
349 unless a waiver has been received. All issues pertaining to landscaping changes within the community  
350 are under the control of the LARC.

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363 **Landscape Maintenance Responsibility (General).**

364 The Association and all of its homeowners benefit when landscaping is properly maintained. Minimum  
365 maintenance requirements include: watering, raking, pruning, trimming, removal & replacement of  
366 dead plants and trees, removal & prevention of weeds and unwanted grasses and removal of trash &  
367 fallen fruit. The Association is exclusively responsible for the routine maintenance, replacement and  
368 repair of all existing trees, shrubs, grass, walks and other landscaping located in the common areas.

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370 **Pruning and Trimming.**

371 Owners must maintain all trees, bushes, shrubs, cacti and other vegetation visible from the common  
372 areas and adjacent properties in a neat and orderly fashion. The purpose of pruning shrubs is to thin out  
373 dense growth, repair damage, and encourage greater flower and fruit production, and minimize the  
374 opportunity for snakes, rats and insects to nest in the shaded areas under the bushes. In some cases,  
375 shrubs may have grown considerably over time or they were originally planted in a location too small  
376 to accommodate them. This has led to some homeowners ending **up** with partially obstructed pathways  
377 to their front door, garage or side yards. Tree branches and limbs that overhang the walls and/or make  
378 contact with the house need to be trimmed back so that they are confined within property boundaries  
379 and away from the house. Trees may have grown so much over the years that branches may threaten  
380 to damage property walls or roof lines. Tree root systems may interfere with the integrity of concrete  
381 walls and or walkways. At some point it may not be possible to maintain these plantings in their  
382 confined space. They may have to be severely pruned back or removed altogether and replaced with  
383 another type of landscaping that is more suitable for the space available.

384 Although vegetation may be growing in a yard on a homeowner's private property, the Association has  
385 the authority to determine whether it has become a detriment to the community and should be removed  
386 altogether. The CC&R's clearly assign the Association the duty and authority to determine when to  
387 remove plant materials, as well as the discretion to decide what kind of plant material (if any) which  
388 could be used to replace it. If a plant or tree is known to present a hazard to persons or property, it must  
389 be removed. Additionally, the Association has the authority to remove a hazardous tree completely to  
390 avoid injury, damage and financial liability without the homeowner's consent.

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392 **Fruit Removal.**

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393 With fruit trees, fruit needs to be removed from the trees and from the ground so as not to create a food  
394 source for roof rats or other pests. Homeowners must remove all fruit from the trees on their  
395 property by or before May 5th of each year.

396  
397 Fountains and Water Features.

398 The water contained by a water feature must not be allowed to become dirty or stagnant. Fountains  
399 must be placed in such a way as to minimize producing a water hazard, insect-harboring or pigeon-  
400 attraction hazard, or structural hazard to any home or property. A fountain or water feature may never  
401 be attached to or directly placed up against or in contact with the wall of a neighbor's structure.

402  
403 Grading and Mounding.

404 Mounding of dirt against any block wall at the property line requires that the entire length of the wall  
405 from the lowest part of the stucco down to the foundation to first be rendered waterproof.

406  
407 Lighting.

408 Lighting can produce its most dramatic effect in landscaping applications when the effect of light is  
409 seen but not the light source itself. To avoid being an eyesore, light bulbs shall be screened from street  
410 view whenever possible with walls, plant material, mounding, boulders or internal shielding that is part  
411 of the fixture itself. Lighting will meet the following restrictions:

- 412 No light bulb shall be visible from beyond any lot line
- 413 No colored light bulbs, lenses or reflectors are permitted in any installation; only white light  
414 bulbs are allowed as part of the landscape design
- 415 No light fixtures shall provide more than one-foot candle power as measured from 12 inches or  
416 more beyond any lot line
- 417 No sodium light bulbs (yellow) are permitted
- 418 Solar powered lighting is encouraged

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422 **Architectural**

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424 **General**

425 All work or changes affecting the appearance of the exterior of homes is subject to prior review by the  
426 Landscaping and Architectural Review Committee (LARC) and Board of Directors. No work of any  
427 kind may begin without LARC approval. Any work that has commenced prior to receiving  
428 approval is subject to removal/restoration at homeowner's expense. In order to preserve the  
429 authenticity of the community as a whole, architectural standards have been established.

430  
431  
432

433 \$100.00 fine per month for failure to put a 2-month minimum requirement in any and all leasing ads

434 **Architectural Standards**

435 **Any unapproved changes to the architecture shall be subject to a fine of \$2500.00.**

436 **Home Colors**

SANDS NORTH TOWNHOUSES ASSOCIATION — 08/2018

437 Currently, the stucco on Sands North homes is painted with PPG (Pittsburgh Paint) 511-1  
438 Macaroon Cream. All exterior woodwork is to be painted with PPG (Pittsburgh Paint) 520-7  
439 Dark Granite. Dunn Edwards has these color matches on file.

440

441 Roofs

442 The originally designed flat roofs of the Sands North community are the only acceptable roofs.

443

444 Windows

445 The original-styled frameless windows are the only acceptable treatment for replacement windows

446

447 Driveways/Walkways

448 The only acceptable driveway or walkway is natural concrete as originally designed. No other  
449 surfaces or paint are permissible.

450

451 Ironwork

452 The original 70s-style wrought ironwork on Sands North homes is the only acceptable ironwork.

453 Design changes must be approved. All ironwork is to be painted flat black.

454

455 Doors

456 Front doors are to be original or original-styled front doors, in keeping with the architecture of the  
457 community. Any change in door color is subject to Board approval. Removal of medallions without  
approval or an approved variance is a \$50.00 fine and \$100.00 thereafter until restored or change is  
submitted and approved.

458

459 Wood Trim

460 The wood beams and trim on houses are to be maintained (or replaced) as originally designed.

461

462 Outdoor Lighting

463 Original lighting is the standard for homes; alternative lighting must be approved by the LARC.

**SANDS NORTH HOA  
CLUBHOUSE RESERVATION  
(Submit to Property Manager)**

**Homeowner's name:** \_\_\_\_\_

**Unit # & Address:** \_\_\_\_\_

**Date of Reservation:** \_\_\_\_\_ **Number of People:** \_\_\_\_\_

**Time of Reservation:** from \_\_\_\_\_ to \_\_\_\_\_

**Purpose:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**By signing this reservation for, I/we agree to abide by all the rules as set forth in the CCR's and Rules and Regulations of Sands North HOA and Maricopa County posted at the pool.**

**Private parties are to end at \_\_\_\_\_. The person with the reservation is to make sure all lights are out; the air conditioning is off, and the door is locked.**

**Cleaning the clubhouse, bathrooms, kitchen, outdoor yard and grill and pool area consists of putting the clubhouse area back the way you found it and pool area must be free of all trash.**

**There is a \$150.00 refundable deposit required and will be returned upon inspection. If the fee is insufficient for cleanup any additional sum will be billed to the user for any shortfall.**

**There is no underage drinking allowed and no smoking at all in the clubhouse or pool area by Arizona State law.**

\_\_\_\_\_  
**Signature: Homeowner/Tenant**

# Sands North Homeowners Association Modification Request Form

(To be used for any alteration, addition or modification to structure as required by CC&R's)

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Unit #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ E-mail \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Requesting Approval of: \_\_\_\_\_

Signature: \_\_\_\_\_

Type of Material (attach samples/pictures/brochures where applicable): \_\_\_\_\_

Colors to be used (attach samples/pictures/brochures where applicable): \_\_\_\_\_

Anticipated Date of Completion: \_\_\_\_\_

### Read and Initial all items below:

- Submittal must include a plat plan indicating location of requested alteration and all applicable measurements and/or dimensions.
- Applications will not be considered if filed by owners who are delinquent in payment of fees, fines or other charges.
- Incomplete submittals will be denied.
- No construction materials may be placed on common areas without express written approval by the HOA.
- Homeowner agrees to comply with all applicable city and state laws, and to obtain all necessary permits.
- Approval by the Committee of Architecture shall not be deemed a warranty or representation as to the quality of such construction, installation, addition, alternation, repair, change or other work, or that work conforms to any applicable building codes or other federal, state or local law, stature, ordinance, rule or regulations.
- Architectural Design request will be reviewed within 30 days.

### Please send completed form to:

Sands North Homeowners Association of Architecture - c/o Red Mountain Management  
P.O. Box 30730, Mesa, AZ 85275-0730 or by e-mail to [dotties@rmmaz.com](mailto:dotties@rmmaz.com) or by fax to 480-664-1603

### Space below is for committee use

Request received by \_\_\_\_\_ on \_\_\_\_\_.

Request was reviewed by the Committee of Architecture \_\_\_\_\_ and is:

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Conditionally Approved: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

Architecture Committee: \_\_\_\_\_

(Signature of committee representative)