

**RIVERSTONE AT SUPERSTITION SPRINGS
HOMEOWNERS ASSOCIATION**

**PLEASE FILE THE ENCLOSED
REVISED GOVERNING DOCUMENTS
FOR FUTURE REFERENCE**

POLICY AND PROCEDURES

Revised April 3, 2013

Adopted January 22, 2002

RIVERSTONE AT SUPERSTITION SPRINGS HOMEOWNERS ASSOCIATION POLICIES AND PROCEDURES

This SUMMARY is provided for convenience ONLY and does not modify or amend the Association rules, CC&Rs, or other governing documents. This summary DOES attempt to summarize the most important rules in an easy to use form. The actual documents being summarized should be referred to when an exact interpretation is required.

Governing Documents

The community and its Board of Directors are governed by several legal documents, of which all owners should review and have read a copy. These include:

- CC&Rs – Codes, Covenants, and Restrictions. Legal documents placing rights and restrictions on all owners of property within Riverstone.
- Articles of Incorporation and Bylaws of the HOA. Legal documents establishing and governing the Riverstone at Superstition Springs Homeowners Association and its Board of Directors.
- Policy and Procedures. General community rules adopted and approved by the Board of Directors.
- Architectural Committee Rules. Architectural rules adopted and approved by the Board of Directors.

Addresses

1. Every owner shall keep the Association apprised of its current residential, mailing, and business address and telephone numbers.
2. When an owner is an out-of-state resident, the owner shall designate and appoint in writing (and deliver to the Association a copy of such appointment) some in-state resident or entity to receive information, emergency calls, notices, legal process, and similar matters for the owner.
3. Any time an owner does not reside in the dwelling unit, other than temporary absences such as vacations or illness, the owner shall notify the Association of his or her absence and provide an address for the purpose of notices, emergency calls, legal process, and similar matters (This includes periods when the unit is leased to another party).

Architectural and Landscape

1. No installations of external antenna are permitted, except as installed by the builder, unless approved by the Architectural Committee.
2. No exterior signs (real estate, political, or other) are permitted, without the written permission by the Board.
3. No flagpoles may be installed without the prior approval of the Board. Only the current United States and State of Arizona flags may be displayed and such flags shall not exceed three (3) feet by five (5) feet.
4. Seasonal and decorative flags, which are mounted on the house below the roofline, do not require approval. Seasonal flags may be displayed up to thirty (30) days prior to and must be removed within thirty (30) days after the date of the holiday or event. All flags must be maintained in good condition at all times.
5. Flags that are torn, ripped, faded, etc. constitute grounds for fines and/or removal. Flags may not be offensive to neighbors in the Association. The Board of Directors, at its sole

discretion, shall make this determination on a case-by-case basis. Only one flag at a time may be displayed at a time.

6. Holiday decorations shall not be allowed to be placed more than thirty (30) days prior and after a holiday. Should the Board find any holiday decorations distasteful or inappropriate, they may at their own discretion request the decoration(s) be removed.
7. No exterior bells, speakers, horns, whistle, or other sound devices are allowed other than permitted security systems and those installed by the original builder.
8. No modifications may be made to the exterior of the dwelling, which are visible from the street or any common areas, without prior approval of the Architectural Committee. This includes all structural or color changes, or addition or modifications of air conditioning, heating, solar devices, gates, security doors or outdoor lighting but is not limited to these items. ALL exterior changes must be submitted for approval prior to modifying.
9. No aluminum foil or similar type of reflective or offensive material.
10. Each owner is responsible for maintaining the exterior of their dwelling and common walls, including party walls. This includes maintaining the painting in good condition, and of the type and color approved by the Architectural Committee.
11. Owners are responsible for maintaining the landscaping of the back yard of their lot.
12. The Association maintains front yards and all common areas. No trees, bushes, plants, or artificial plants are to be planted or placed on these areas without prior approval of the Architectural Committee.
13. Driveway and coach light bulbs are to be replaced by the owner when burnt out. Defective sensors shall be repaired or replaced by homeowners (light sensor will turn lights on at dusk) and are used as street lighting in the community. All bulbs should be soft white with maximum 60 wattage.
14. No trees or plants are to be removed without approval of the Board. Trees will only be removed if they are diseased or creating structural damage to homes or walkways.

Children, guests, And Tenants

1. Owners are responsible for the acts of their children, pets, guests, invitees, and tenants as though the Owners had committed the acts themselves.
2. The Association and Red Mountain Management assumes no liability for the safety of children playing in the streets or common areas. Common sense must prevail when allowing children to play in the common areas.

Common Areas

1. No nuisances, obnoxious or offensive activities, or activities detrimental to property values.
2. No excessive noise, including in the pool area and other common areas.
3. No blocking or children's play in public entrances, sidewalks, parking areas, driveways, etc.
4. No go-carts or other unlicensed motor vehicles may be operated in the community.

Miscellaneous

1. Both regular assessments and special assessments, if any, are the personal obligation of each owner. Regular assessments are due by the first of each month. If payment is not received within fifteen (15) days of the due date (i.e. Jan. 15th) the assessment will be considered delinquent, and will be subject to interest, late charges, and collection costs.
2. Regardless of receipt of an assessment notice, it is the homeowner's responsibility to remit assessment payments timely.

3. The community sponsors an annual community sale. No other garage sales are permitted in the community. This is to avoid uninvited and undesired traffic through community. Open Houses are permitted with prior approval through the community manager. No entry codes are to be posted
4. Trash and Recycle Containers may be placed out for collection the evening prior to collection and must be properly stored out of sight the same day of service.

Noise

1. The City of Mesa and the Association both have restrictions on noise.
2. No noise is permitted to disturb the peace and order of the neighborhood between the hours of 10:00 PM – 6:00 AM.
3. A disruptive party, gathering or event means a group of two or more people coming together in a manner which disturbs the peace and quiet of the neighborhood.
4. Noise disturbances may be reported to the Mesa Police Department's non-emergency number at 480-644-2211. Violators may be fined as specified in the community enforcement process and can also receive fines of \$500 up to \$2,500 through the City of Mesa.

Parking

1. Vehicles may be parked only in garages and driveways. Vehicles may not be parked on roadways, lots, adjacent to dwelling units, or anywhere else in the community.
2. No cars may be parked on streets, as these streets are fire lanes. This is a City of Mesa code.
3. The Board may, in its sole discretion, ticket and impose a charge of \$50.00, and/or tow away any vehicle parked in violation of the Association's rules.
4. Guest parking in the designated area is for guest only. No Homeowner shall be allowed to park in the Guest parking due to the limited number of spaces available.
5. Arrangements for parking can be made with Board approval, prior to the need arising, i.e. for parties, etc.
6. No major repairs on vehicles may be made in the driveway or street.
7. All charges imposed for improper parking and/or towing expense shall be treated in the same manner as an assessment against the Owner of the dwelling unit whose household member, guest, tenant, or visitor improperly parked the vehicle.

Patios and Lots

1. No rubbish or debris may be allowed to accumulate on the lot.
2. No outdoor clothesline or hanging of items over walls or other exterior areas.
3. No outdoor incinerators, fire pits, or chimineas shall be kept or maintained on any lot.
4. Barbecues must be used carefully and in compliance with the fire and building safety codes.

Pets

1. The City of Mesa and the Association both have a leash rule and no pets will be permitted to roam free. The City of Mesa leash law states; "All dogs must be leashed and kept under control when not properly contained. It is also unsafe for the dog as it could get hit by a car, lost or stolen, or get in a fight with another dog. Violators may receive a notice, written

- warning or citation, which is a class one misdemeanor with a maximum \$2500 fine, 6 months in jail, or both.” (see Mesa City Code 6-4-7, Dog at Large)
2. An Owner’s right to maintain a pet is strictly subject to the terms and conditions of the Association rules.
 3. Owners may own and maintain in their dwelling units or lot only the types and sizes of common household pets(s) as per section of CC&Rs 3.12:
 - Each owner may own and maintain no more than two (2) pets of any combination.
 4. Owners agree to promptly and at all times observe the following restrictions on their ownership of a pet:
 - Immediately pick up and properly dispose of feces deposited by their pet in any common areas.
 - Keep the dwelling unit, lot, and patios, clean and free of pet odors and litter.
 - Prevent the pet from gnawing, chewing, scratching, or otherwise defacing the dwelling units, or common areas.
 - Except when being exercised on a leash not longer than six (6) feet in length, the pet shall be kept and maintained inside the dwelling unit or its gated lot.
 - The pet shall be kept quiet and not disturb the neighboring dwelling units or other owners.
 - The pet shall properly licensed and inoculated as may be required by local authorities.
 - Pets of vicious or disagreeable disposition shall not be permitted. Any pet which threatens or harms another owner (or its family members, tenants, or guests) must be removed from the community immediately.
 5. Pet owners will be held financially liable for all damage to the property of other or common areas.
 6. If the Board determines that a pet constitutes a threat to the health or safety of other owners, or otherwise creates a nuisance, the Board may make a written demand that the offending pet be removed from the Community within five (5) days. If in the Board’s judgment, a pet constitutes an immediate threat to the health, safety, and comfort of others, the Association may have the pet immediately removed.

Swimming Pool and Common Area Responsibility

1. Pool hours are 7:00 AM – 10:00 PM daily.
2. All persons using the pool, pool area, or common area do so at their own risk and sole responsibility.
3. Owners will be held responsible for all actions of their families, guests, & tenants.
4. Children under age 12 must be accompanied by an adult for admission to the pool area.
5. No children under age 12 are allowed in the spa.
6. No jumping over the fence at the pool area, each owner has keys to get in through the gate.
7. The pool may be closed at any time due to either breakdown or other operational difficulties.
8. No running, pushing, wrestling, ball playing, or causing undue disturbance in or about the pool area.
9. No pets allowed within the pool area.
10. No bicycles, skateboards, etc. in the pool area.
11. Proper swim clothes shall be worn in the pool and pool area at all times. Cut-offs, street clothes, or work clothes are not considered proper swim clothes.
12. No abusive or profane language or breach of the peace shall be allowed.
13. All beverages, food, or refreshments brought into the pool area must be in paper or plastic containers. No glass may be brought to the pool area under any circumstances.
14. No food, beverages, or refreshment may be consumed in the pool.

15. Trash and refuse must be removed from the pool area or placed in the receptacles provided.
16. Any person may be barred from the pool, pool area, or other common area at the discretion of the Board for violation of the Association rules.
17. Out of concern for the effect of second hand smoke, smoking and the use of any tobacco product will be strictly prohibited within the fenced pool area of the community.

Tenant Procedures

1. Tenant is defined as anyone that occupies a home other than the legal recorded name(s) that is not an immediate family member.
2. Owner is responsible to provide complete tenant information to Red Mountain Management upon leasing of the home.
3. There is a fee of \$50 each time a new tenant occupies the house. This fee is assessed to the owner of the property and due upon receipt.
4. Failure to pay the \$50 will result in late fees and interest, the same as an assessment.
5. Failure to pay the \$50 will result in gate codes, clickers and keys to the common areas either being deleted or not being issued.
6. Only one gate code per home will be issued. This code must be shared between the owner(s) and tenant(s).
7. The gate code will be deleted and re-issued each time the tenant changes upon move-in and move-out.

Traffic

1. Everyone is required to obey all traffic signs while in the community at all times.
2. The speed limit within the community is 15 mph. The Board and assigned agents shall periodically monitor the community for Traffic Covenant violations. A written letter will be sent to the property owner noting the violation and allowing 14 days to correct the problem. NOTE: Once a homeowner has been cited for a violation, if any similar covenant violation occurs within the successive 12 months, fines will be imposed immediately as stated in the Speed Enforcement Fine Policy and a written warning of the violation sent to the homeowner. Fines shall be imposed immediately upon verification of the subsequent violation.
3. Excessive speed is considered 20 mph over the speed limit, no first-time warning will be issued an immediate fine of \$200 will be assessed to the homeowner.

Speed Enforcement Fine Policy

- **First violation:** A warning letter notifying the owner of the nature of the violation via regular mail requesting compliance within 14 days
- **Second violation:** A second notice mailed via regular mail - \$50 fine assessed. The homeowner has the right to request a hearing with the Board of Directors prior to a fine being imposed.
- **Third violation:** A third notice mailed by certified mail - \$100 fine assessed.
- **Fourth violation:** A fourth notice mailed by certified mail - \$200 fine assessed.

Should a fifth violation occur the matter will be immediately referred to the Association's attorney for action to compel compliance, with the cost born by the owner.

In an attempt to resolve issues and violations, the Board of Directors reserves the right to deviate from the stated Fine Policy.

Violation Procedures

1. The Board may elect to exercise the following remedies, in addition to other remedies, for violation of Association rules:
 - **First complaint:** A warning letter notifying the owner of the nature of the violation via regular mail and requesting compliance within 10 days – no fine.
 - **Second complaint:** A second notice mailed via regular mail, if not corrected within the 10 days – no fine.
 - **Third complaint:** A third notice mailed by certified mail, return receipt requested to homeowner if the violation is not corrected per the second notice, requesting compliance in 10 days - \$50 fine assessed and due within 30 days following imposition. The homeowner has the right to request a hearing with the Board of Directors prior to a fine being imposed. However, the notice must be in writing to Red Mountain Management and within ten days of the date of the third violation notice.
 - **Fourth complaint:** A fourth notice shall be mailed via certified mail, return receipt requested to homeowner if violation is not corrected per the third notice - \$100 fine assessed and due within 30 days following imposition.
 - If the violation continues without resolution after the fourth notice, a \$200 fine will be imposed and the Board shall have the right to remedy the violation and/or take legal action, the cost of which shall be billed to the homeowner and collected in the same manner as assessments. Failure to pay fine shall subject the Owner to the same potential penalties as failure to pay any assessment, which may become a lien on the property. The Board holds as its discretion to re-fine every 30 days.
2. All amounts assessed by the Association under Association rules may be secured and enforced by the Association's lien.
3. All violations run with ownership of the lot. For example, if an Owner receives a violation for parking one time, the second violation will run consecutively, etc.