

Lakebrook Villas II
Homeowners Association
Rules and Regulations

Adopted October 2024

LAKEBROOK VILLAS II HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS

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Forms Attached:

Owner/Emergency Information Form

Renter Information Form

Design Review Application/Architectural Request Form

DEFINITIONS

- 1) The ASSOCIATION or LBV2 – shall mean and refer to the Lakebrook Villas II Homeowners Association, Inc
- 2) COMMON AREAS – means all property held by the Association for the common use and enjoyment by members of the Association, including but not limited to the lake, pool, driveways, parking areas, rights of way, water courses, fountains, sidewalks, lighting fixtures, recreational facilities, trees and landscaping, and utility pipes and conduits.

In addition, all foundations, exterior walls, roofs, undesignated or guest parking spaces, stairwells and landings, fences and other parts of the property necessary or convenient to the existence, maintenance and safety of the property, or normally for common use are components of the “common areas”.

- 3) PROPERTY – shall mean and refer to the land, the building, all improvements, and structures thereon, all articles of personal property intended for use in connection therewith.
- 4) UNIT – Each Unit is composed of and shall include the space enclosed and bounded by the boundaries shown for each Unit on the plat:

The term “UNIT” shall mean and refer to a part of the property intended for any type of independent use and defined in the Act and as designated on the Map, and shall be synonymous with “Condominium Unit” and shall be composed of and include a Unit together with a patio and/or balcony bearing the same number and letter as the Unit so designated on the Map together with an undivided 1/89th interest in and to the Common Elements shown and described on the Plat and set forth herein.

- 5) UNIT OWNER or OWNER – shall mean and refer to the legal owner or equitable owner of a unit at Lakebrook Villas II.
- 6) LIMITED COMMON AREAS AND FACILITIES – are and shall be the initially designated parking spaces which are set aside and reserved for the use of the respective Units as set forth in the Map, the additional parking spaces upon assignment to a Unit Owner, balconies, patios enclosed by walls adjacent to a Unit and the stairwells and landings between two (2) Units, all as designated on the Map or herein, to the exclusion of the other Units.
- 7) MAINTENANCE OF UNITS – Each Unit Owner at his/her expense shall keep the interior of his/her Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of the Unit. Maintenance Responsibilities for all parties will be addressed in these Rules and Regulations.

A general rule of thumb in Condominium living is anything on the inside of your unit or which services only your unit is your responsibility to have repaired at your expense.

- 8) BOARD or BOARD OF DIRECTORS – shall mean and refer to those persons duly elected thereto by the Unit Owners of Lakebrook Villas II
- 9) MANAGER or MANAGEMENT or MANAGEMENT COMPANY – shall mean and refer to the person, persons, or corporation selected by the Board to manage the affairs of Lakebrook Villas II

PROPERTY MANAGEMENT COMPANY

360 Community Management
4130 E Van Buren St Suite 360
Phoenix, AZ 85008
(602) 863-3600
<https://www.360propertymgmt.com/>
info@360communitymgmt.com

ANIMALS

Dogs, cats and other "Common Household" pets may be kept, provided they are not bred, kept or maintained for any commercial purpose. Each household may not have more than **two (2)** pets. Any exception to the two-pet limit must be submitted by the owner/tenant in writing to the board for prior permission and will be considered on a case-by-case basis.

"Common Household Pet" means a fully domesticated animal owned for personal companionship, such as a dog, cat, reptile (unless specifically excluded), bird or rodent. "Common Household Pet" does not include any type of horse, cow, pig, sheep, goat, chicken, turkey, captive fur-bearing animal, any animal commonly kept for food or profit, farm animals, exotic animals, or venomous reptiles or arachnids.

Maricopa County has a leash law that prohibits any dogs from roaming freely. All dogs must be restrained on a leash when walking or exercising in common areas. Maricopa County law also requires all dogs must be licensed. All dogs must display current tags and be current on their vaccinations.

Any cat that is owned by a resident and allowed outside must wear a collar and be spayed or neutered. LBV2 has acquired many stray cats over the years and all residents must do their part to control the population and associated issues/costs by spaying and neutering their outdoor cats.

Pets are prohibited by Maricopa County from entering the pool area.

Pets are not to be kept, chained or tied up in any Common Area or Limited Common area.

Pets are not to be kept on patios or balconies while the owner/tenant are away or out of sight.

Pets are not allowed to become a nuisance. Persistent barking, meowing, or other noise will not be tolerated.

Restrictive action will be taken by the Board to have any animal removed from the premises if problems persist.

Unit Owners/tenants are responsible for removing pet waste immediately and disposing of it properly, including pet waste on patios/balconies. Pet waste is prohibited from being washed or pushed into the common area from patios/balconies.

Unit Owners may add outdoor pet safety netting in black or tan to the interior (side facing the inside of the patio) of patio gates as long as it is not permanently attached to the gate or any other structure. See Exhibit A for approved types. Any other netting or fencing must be approved by submitting an Architectural Submittal Form.

Owners/tenants are responsible for any damage caused by their pets.

Federal law allows individuals with disabilities the presence of a broader range of animals (service/companion animals). By law a service/companion animal means any service animals, as well as an animal needed for emotional support. An individual may keep a service/companion animal as an accommodation if:

1. The individual is disabled and provides documentation of the disability from a certified medical professional.
2. The animal is necessary to afford the individual an equal opportunity to use and enjoy a dwelling.
3. There is documentation of an identifiable relationship between the impairment and the assistance the animal provides.
4. All variances to the pet restrictions shall be reviewed by the Board of Directors on a case-by-case basis and require written approval from the Board of Directors prior to occupancy.

The Board may exclude a companion animal from the premises if the animal is:

- Not housebroken
- Would cause substantial damage to the property of others
- Would pose a direct threat to the health or safety of others
- Is not being cared for by the resident.

ARCHITECTURAL CHANGES AND/OR MODIFICATIONS TO PROPERTY

All owners must request and complete an "Architectural Submittal Form" when planning any visible additions or alterations to a unit. This includes any work contemplated by an Owner which may impair, deteriorate, or affect the structural stability of the building or Unit and/or alter the uniform architectural aesthetics and integrity of the community. This includes windows, doors or composition of patios (removal of foliage that is currently in the ground and /or add concrete to patio floors or change from concrete to tile). The Architectural Submittal Form must be submitted to the Board and/or Architectural Control Committee for review and approved **prior** to commencement of any work. The HOA reserves the right to request removal or adjustment of any unapproved changes to a Unit's exterior. An owner may request an appeal upon receiving a noncompliance notice.

Architectural Controls for an Association are generally set for in the Declaration of Covenants, Conditions & Restrictions and are established by the builder. These guidelines are set for the purpose of maintaining the uniform architectural aesthetics. An owner shall not make or permit to be made any structural alterations, improvements, or additions in or to the unit, patios, balconies, or carports, or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the building.

Owners wishing to install exterior security doors to the front or rear entrances shall be allowed to install black, brown or tan metal frame security doors. Decorative iron designs shall require an Architectural Submittal Form approval prior to purchase and installation. Any replacement or installation of doors or windows and their frames shall be painted or selected in a color that matches the exterior of the buildings unless specifically approved by the Board in another color.

Whenever a property sells, the property must be inspected for violation of the governing documents. If there is a violation or damage to the unit exterior, you as the seller are required to repair said damage or bring your unit into compliance prior to closing escrow.

BARBECUES

Only electric grills are allowed at LBV2. Given the design and size of the condominium patios/balconies and requirements under Phoenix Fire Code and the Association insurance policy, all other grills, including charcoal burners, propane, LP-gas, and other open-flame cooking devices, are prohibited. Storage of propane or LP-gas on the property is also prohibited.

BOARD MEETINGS

The Board of Directors will meet at least once per month when possible. At the beginning of each year, the Board will establish a day and time that Open Meetings will be held to maintain a consistent schedule for members. However, the day, time, and location of meetings is subject to change based on the availability of Board members, guests, etc. All meetings follow the "Open Meeting" laws as specified in Arizona House Bill 2255 and Title 33 of the Arizona Revised Statutes. Notification of Open Meetings, including their time and place, will be provided at least 48 hours before the meeting. Members are encouraged to attend and participate in open meeting. Included in the Open Meeting session is approval of previous meeting minutes, financial report, review of expenditures, old business (work in progress), new business (issues needing to be addressed), and general discussion (input from members). Open Meetings are restricted to Unit Owners or their written representative only, unless there is special guest invited by the Board to discuss a specific issue (i.e. a vendor being considered for a project, a government representative to talk about a specific issue in the community, etc.).

Before or after the Open Meeting is generally an "Executive Meeting" for the purpose of dealing with the following issues. Executive Meetings are restricted to Board members only.

1. Enforcement actions (violation hearings)
2. Personal, health, or financial information of an individual member of the association, or an individual employee or contractor of the association
3. Matters relating to the job performance of, compensation of, health records of or specific complaints against an individual employee or contractor of the association
4. Pending or contemplated legal actions, or
5. Legal advice from an attorney for the Board or the association.

COLLECTION PROCEDURES

In order to maintain the standard of living at LBV2 and to provide adequate reserve funding for emergencies and Capital Improvements, it is necessary that all Owners of Record pay their assessments promptly on the first day of each month.

Any assessment not postmarked by the 15th day of each month is considered late and will be assessed a late charge in the amount of \$15.00 per month until the account is current.

Late charges, violation fines, collection charges, lien fees, etc., are treated in the same manner as assessments and are collected under the same guidelines. In addition, if action needs to be taken to enforce collection of any assessments and charges, the HOA is entitled to collect interest on the unpaid balance at the rate of 10% per annum plus court costs and attorney fees.

The following is a general guideline that will be adhered to when filing actions for non-payment of assessments and other related charges:

- 1) Reminder notice is mailed by the management company on the 16th day of the first month account is in arrears.
- 2) Late notice is mailed by the management company on 16th day of the second month if account is in arrears.
- 3) Final notice is mailed by the management company on 16th day of the third month if account is in arrears.
- 4) Board reviews all accounts (90) days or more in arrears.
- 5) Legal action including, but not limited to, personal judgment and foreclosure, is filed upon Board approval.

The Unit Owner that is in default will be assessed for any and all charges incurred with the collection expense, and all other related charges along with ten percent (10%) per annum in interest. The HOA will take all necessary actions allowed by law to enforce collection of funds due and owing to the HOA.

EMERGENCY INFORMATION FORMS

Emergencies, such as illness, burglaries, leaking pipes, leaking roofs, storm damage, etc, do happen. For this reason, it is required by LBV2 that each and every Unit Owner have on file the name and telephone number of who to contact in case of an emergency. If you have not completed this form, we have attached one with this information or it may be downloaded from the management company website or by contacting the management company directly.

If you do not return this completed form giving the Board and management company the required information to contact you in event of an emergency in your unit or affecting another unit, the management company will take care of the emergency and bill the Unit Owner directly for their time at a rate of at least \$65.00 per hour during normal business hours and at least \$95.00 per hour on after hours emergency maintenance issues. In addition, owners will be responsible for any charges from the contractor such as locksmith, plumber, etc.

ENFORCEMENT ACTIONS/FINE SCHEDULE

One of the most sensitive issues in a condominium community is the enforcement of the governing documents when they are violated, intentionally or unintentionally, by residents and/or their guests. While cooperation is the rule at LBV2, there are occasions when the Board of Directors must take enforcement actions to protect and preserve the rights of others.

The standard procedures adopted for uniform handling of violations of the HOA documents are as follows:

- 1) A violation letter from the Association is sent notifying the Unit Owner of the infraction. The letter will quote specific violation(s) of the documents and request that voluntary corrective action be made within the time limit specified and notify the owner that if corrective action is not taken, a fine in accordance with the fine schedule will be assessed. The letter will also advise the Unit Owner of his/her right to schedule a hearing with the Board of Directors to resolve the issues.
- 2) If voluntary corrective action has not been taken, a second letter is mailed notifying the Owner that a fine has been assessed. If corrective action is not taken within the time limit specified, another fine in accordance with the fine schedule will be assessed. These letters will continue until corrective action is taken and additional fines will continue to be assessed in accordance with the fine schedule.
- 3) If after the right to have a hearing with the Board of Directors has passed, the Board will levy the appropriate fine(s). If there is still no corrective action being taken, the Board of Directors will make the decision as to when legal action will be taken to resolve the infractions, and will offer to meet with the Unit Owner to work for

a resolution. If the Unit Owner fails to respond, the Board of Directors will turn the matter over to legal counsel.

Fine Schedule: The Board of Directors has initiated the following fine schedule for violations of the governing documents. If after receipt of a courtesy notice the infraction continues, fines will be assessed in accordance with the below schedule until the violation is corrected:

1 st Notice of violation	Courtesy/Warning Letter
2 nd Notice of violation	\$25.00 Fine
3 rd Notice of violation	\$50.00 Fine
4 th Notice of violation	\$75.00 Fine
5 th and Subsequent Notices	\$100.00 Fine

Reoccurrence of the same violation of the HOA documents within a twelve (12) month period of the last generated violation may be considered a continuing violation and will follow the same fine schedule listed above and will increase per occurrence.

Fines for willful damage to Association property or equipment will follow the same procedures as outlined above. However, the fines assessed after an initial warning letter will be in accordance with the fines listed below.

Minor repair	\$250.00 Fine plus cost of repairs
Major repair	\$500.00 Fine plus cost of repairs
Extensive repair	\$1,000.00 Fine plus cost of repairs

A minor repair is one that costs \$250 or less to repair. A major repair is one that costs between \$251 to \$1,000 to repair. An extensive repair is one that costs more than \$1,000 to repair.

Unit Owners who are responsible for any damage to the Association property or equipment, whether done intentionally or unintentionally, are responsible for the cost of repairs and are liable for all fines levied by the Association against them.

ARS 33-1242 ARIZONA CONDOMINIUM ACT (FINES) provides the authority to impose monetary penalties for violations of the community documents. The statute expressly states that penalties are enforceable in the same manner as unpaid assessments. They may become a lien against the property and are subject to late charges if not timely paid. The HOA can file suit against the Unit Owner(s) personally for the nonpayment, and in some cases the HOA can choose to foreclose its lien against the property.

NUISANCE/COMPLAINT FORM: For any Unit Owner or resident who would like to report a complaint or nuisance against another resident, they are required to complete a Nuisance/Complaint Form and submit it to management. The complaint must include all relevant information, including the names and/or unit number of the violating party and complainant, the specific complaint, a detailed description of the violator's actions, and dates/times of the incident(s). When submitting the form, you are required to provide videos, audio, photos, or other documentation whenever possible. The Board and/or management will then determine whether the complaint is justified and shall take whatever action they deem necessary. The nuisance/complaint form can be found on the community portal.

FLAGS

Hanging flags on the exterior of units is prohibited, except those expressly permitted under Arizona law, ARS §33-1261. Permitted flags include the American flag, US uniformed services flags, the POW/MIA flag, Arizona state flag, the Arizona Indian Nations flag, the Gadsden flag, first responders flags, blue star or gold star service flags, or any historic version of the American flag, including the Betsy Ross flag. Flagpole installation is limited to two (2) wall mounted flag poles and must be installed to a wooden overhead beam and not to the stucco. Each unit is limited to no more than two (2) flags at any given time.

GARBAGE AND REFUGE DISPOSAL

Trash receptacles are located throughout the complex and are emptied biweekly by the City of Phoenix. Trash placed outside of receptacle will not be picked up. All trash must be in plastic bags and tied before being placed

in the receptacle. Cardboard boxes must be flattened and large crates broken down before being placed in the receptacle.

Bulk trash must be removed from the property by the owner and disposed of in a landfill. Bulk trash includes furniture items, appliances, bed springs, mattresses, sofas, chairs, carpeting, tile, and other heavy or large items that are unable to fit in the trash receptacles. Anyone caught placing these items in the trash receptacle will be subject to fines in accordance with the fine schedule and assessed the cost of removal.

Depositing rocks, stones, wood, building materials, auto parts, grease, oil, cleaning solutions and paint in the trash receptacle is prohibited. Depositing car batteries, auto lubricants, and other hazardous materials in the trash receptacle is also prohibited by State Law and is punishable by heavy fines.

Disposing of oil, grease, paint and other hazardous materials in drains, along curbs, in street gutters, in the parking lot, or other Common Areas of the LBV2 property is prohibited.

Anyone caught disposing of prohibited items on the LBV2 property will be subject to fines in accordance with the fine schedule and assessed the cost of removal.

HOLIDAY DECORATIONS

Exterior holiday decorations and lights are permitted outside each owner's unit. Decorations may be put out up to thirty (30) days before the first day of the holiday and must be removed no later than fifteen (15) days after the last day of the holiday.

Decorations are prohibited from being attached to the stucco. Unit Owner's may be required to remove decorations that interfere with the community's landscaping or lighting or as needed for other maintenance of the community.

INSURANCE POLICY OF THE ASSOCIATION

The current Association "bare walls" insurance policy carries a Property Deductible of \$10,000 which, depending on the circumstances of the loss, could be your responsibility as the Unit Owner. It is strongly encouraged that every Unit Owner have a personal HO-6 condominium policy for those items not covered by the Master Policy, coverage for claims falling below the master policy's \$10,000 deductible, and a Loss Assessment Endorsement with coverage of at least \$10,000 which provides coverage in the event you, as a Unit Owner, are assessed the Association's master policy deductible for a covered loss.

If you have damage that requires the filing of a claim against the Association policy, we ask that you first contact the management company to verify coverage and inquire about filing a claim with the Association's insurance policy. The Unit Owner will be responsible for making contact with his/her own insurance carrier.

For rental units, it is important for you, the Unit Owner to request that your tenants purchase a renter's policy to insure their personal property.

KEYS

Keys for the pool area are given to each Unit Owner after locks are changed or rekeyed. The first key is provided at no charge. If an owner would like a second key for the pool area, the cost is \$5.00. If a key is lost, stolen, or taken by a resident moving out, the cost of replacement is \$25.00. This charge goes toward the cost of periodically changing locks. This is done to prevent and limit access to LBV2 by previous owners/renters who do not surrender their keys when they vacate the premises.

LANDSCAPING AND GROUNDS

Landscaping has been designed to complement the surroundings and the architecture of the buildings. Owners who wish to plant shrubs, flowers, or any other plant in front of their unit must first obtain written approval from the Board of Directors. Once planted, it is the responsibility of the Unit Owner to care for them. Unit Owners must also obtain approval before adding any curbing, planters, rock, or any other items outside of their patio areas. If the Unit Owner neglects to care for or maintain any plants or other items placed outside of their patio, the HOA reserves the right to remove the unkept plants and items. The Unit Owner will be assessed any costs

associated with the removal.

Each year after the freeze season, blooming shrubs are cut back to a height of 12-15 inches above the ground to remove freeze damage.

We ask the residents of LBV2 not address the landscaping needs with the landscape contractor. If there is a problem with landscaping or irrigation, please promptly report it to the management company.

The timer for the irrigation system is set for the appropriate watering schedules based on seasonal conditions. If you notice a problem with the irrigation system, promptly contact the management company.

If the plants, lawns or trees do not look like they are receiving a sufficient amount of water, contact the management company to request an irrigation systems check.

For those of you who have added plants in your patio area, it is your responsibility to keep them neatly trimmed and contained within your patio. Plants shall not encroach on the Common Area or your neighbors' spaces and shall not exceed 8 feet in height. Any plant that is interfering with the building walls, paint, etc, or is causing excess debris in the common area will be required to be removed by the Unit Owner. "Plants" includes trees, shrubs, bushes, cacti, and all other plants.

Owners are strictly prohibited from planting Saguaro cacti in or around patios or on LBV2 property.

MISCHIEVOUS ACTS & VANDALISM

Residents observing criminal acts involving living beings should call 911 immediately. If residents observe a trespassing (jumping a fence, etc) or nonviolent incident, they may call the nonemergency line, and state "the property has an authority to arrest for trespassers" on file with the Cactus Park Precinct. The non-emergency police number is: 602-262-6151.

Persons observed damaging LBV2 property will be billed for the repair and/or replacement expenses incurred due to damages and may be subject to criminal prosecution. Residents who observe mischievous acts and/or vandalism should not attempt to apprehend the perpetrators but should call 911.

We ask that the person(s) observing the act write down all pertinent details, such as description of individual(s), type of vehicle, type of vandalism, date, time of occurrence, and any other additional information related to the incident. Once the police have been notified, we ask that you also notify the management company.

NUISANCE

Unit Owners and/or residents and/or their guests shall not engage in any annoying, abusive, alarming, harassing, intimidating, or aggressive behavior, either verbal or physical, which interferes with the peaceful enjoyment or proper use of the property by other owners, residents, guests, or invitees, or the work of the Board of Directors, management company and/or its agents and/or its employees, or the work of any other contractors or vendors hired to perform work on the property. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate nor hazardous conditions be allowed to exist.

PARKING AND VEHICLES

Parking at LBV2 is very limited and is not intended for vehicle storage. Unit Owners will be issued a maximum of two (2) parking spaces and are limited to parking no more than two (2) vehicles on LBV2 property at any given time. All vehicles must fit within the lines of the parking spaces and is prohibited from interfering with the use of the neighboring parking spaces or obstructing the roadways, walkways, sprinklers, or lighting. Vehicles are prohibited from parking in or interfering with the landscaping, including the rocks, bushes, etc. If your vehicle does not fit under the existing parking structures, it is required to be parked in the unit's designated uncovered parking space, if issued one. Any vehicles that cannot be parked in compliance with the above requirements are prohibited from the property and may not be parked in Guest Parking.

Boats, campers, travel trailers, RV's, motor homes, work trailers, watercrafts and trailers of any kind are prohibited from the property. All terrain or off-roading vehicles that are not registered with the state

department of transportation and allowed to be operated on public roads are prohibited from parking on LBV2 property. Large commercial vehicles, including but not limited to day cab or sleeper trucks, delivery trucks, box trucks, or any other large vehicle that cannot be parked in compliance with the requirements listed in the above paragraph, are prohibited from the property. Vehicles protected per A.R.S. 33-1809 are excluded.

Moving vehicles, including moving trucks, vans, trailers, are not allowed on property for longer than three (3) days and are only allowed while the owner/tenant is in the process of moving. Moving vehicles needed for longer than the three-day limit must notify the management company and request additional time or the vehicle may be tagged for removal and towed at the owner's expense.

The Unit Owner will be issued a maximum of two (2) parking/towing cards. There is a \$10 fee per parking card to replace a previously issued parking card that has been lost or destroyed or if a Unit Owner requires changes to be made to the card(s) after they are initially issued. Parking cards allow each Unit Owner to monitor and control their own parking spaces and allows owners the ability to have unauthorized vehicles removed from their assigned parking spaces. If an owner decides to have an unauthorized vehicle towed from their assigned parking spot(s), the owner is required to present their parking card and identification to the tow truck driver prior to tow.

It is expected that residents will maintain and keep clean their own respective parking spaces. The only obligation the Association has with regards to the parking spaces is the changes of lights, seal coating of the parking spaces and the painting of the parking structure. Owners are responsible to ensure their vehicles are not leaking oil or any other fluids that will damage the parking lot.

VEHICLES ARE PROHIBITED FROM PARKING IN ANOTHER OWNER'S PARKING SPACE OR IN FIRE LANES, AND ARE PROHIBITED FROM BLOCKING OTHER VEHICLES, ROADWAYS, THOROUGHFARES, OR UTILITIES. VEHICLES IN VIOLATION OF THIS SECTION MAY BE TOWED AT THE OWNER'S EXPENSE WITHOUT FURTHER NOTICE.

No vehicle repairs, including on motorcycles, are to be done on LBV2 property unless they are minor **and** are necessary to move the vehicle or for safety (such as a flat tire, dead battery, or replacing a headlight or windshield wipers). Minor repairs do not include any repairs that require the changing of fluids. No other repairs or maintenance are allowed. Vehicles are prohibited from being washed on property.

Vehicles on property with loads, tools, etc, must be constructed or loaded in a manner that prevents the load and/or items from dropping, sifting, leaking, blowing out, or otherwise escaping from the vehicle. This includes debris or other materials. Vehicles with loads, tools, etc shall not interfere with the use of the neighboring parking spaces.

Motorcycles are required to have a metal plate or plywood placed under the kick stand to avoid damaging the asphalt.

Inoperable vehicles may not be stored or parked on the property and will be removed at the owner's expense. A vehicle shall be deemed as inoperable if it is under repair, is covered by a tarp, has a flat tire, does not have current registration, cannot be driven and/or moved under its own power, or any other condition which exists that renders the vehicle inoperable.

Under no circumstances can a vehicle be parked in a designated "Fire Lane" or "No Parking" area. Blocking entrances to or exit from a parking space is discourteous and the vehicle may be towed at the owner's expense.

The asphalt driveways in the complex must be left open at all times to allow safe, unrestricted passage of emergency vehicles. There is to be no parking next to a fire hydrant.

Some service vehicles may have to be parked for extended periods of time as they complete repairs or are called in to handle emergencies. Drivers of such vehicles must be readily available to move the vehicle to allow for parking of residents' vehicle in their designated parking place.

Only one motorized vehicle is allowed per parking place.

No unmuffled or inadequately muffled vehicles, including dual exhaust systems, will be operated within the confines of the LBV2 property. Vehicles are not to become a nuisance.

All parking and traffic signs, including stop signs, must be followed, subject to fines.

Guest Parking: Limited guest parking spaces are available and are reserved for guests, not daily parking by Unit Owners/tenants. Vehicles are prohibited from parking in the guest parking area for longer than seven (7) days. The guest parking area includes all guest parking spaces throughout the community. You are prohibited from using guest parking if one of your designated parking spaces is available.

PATIOS AND BALCONIES

Residents like to express their individuality, but items placed on ledges, hung on the exterior of the buildings, or stored on the patios could cause damage to the exterior of the buildings which ultimately creates increased repair costs for all Unit Owners. It is for this reason that no items other than patio furniture, electric grills, and plants may be placed on the patios and balconies.

Potted plants on ledges of patio walls must have a drainage pan of sufficient size to prevent spillage due to overwatering or storms. Unit Owners are responsible for any damage caused by potted plants on patio walls and balconies. For safety reasons, potted plants and décor are prohibited from being placed on the patio/balcony walls of second floor units. Hangings are allowed with prior written approval from the Board. Hangings should only be hung on the beam overhead and not the stucco surface of the building.

Roll down shades are allowed on balconies and patios in brown or tan.

Patios and balconies are not storage facilities. However, Unit Owners are allowed one (1) outdoor deck box or storage box on their patio/balcony. Deck/storage boxes may not exceed the height of the patio wall and must be in black, brown, or tan. See Exhibit A for examples of approved deck/storage boxes. All cleaning equipment, ladders, weightlifting/athletic equipment, boxes, toys, bicycles or other miscellaneous items of any kind must be kept in the storage room, moved to a storage facility off site, or stored inside your deck/storage box. Bicycles may not be stored on patios/balconies unless inside the storage room or can fit inside your deck/storage box.

Bicycles and other items may not be hung on any portion of the building.

Unit Owners are responsible for the upkeep and cleaning of their patios and balconies.

External laundering and drying of clothes, towels or other items on patios and balconies or retaining walls is strictly prohibited.

POOL/SPA AND RAMADA AREA

Pool and spa hours are from 6:00 AM to 12:00 AM. These hours must be obeyed so as not to disturb other residents whose units are adjacent to the pool area. Noise is restricted before 8:00AM and after 9:00 PM.

Intoxicated persons are prohibited from entering the pool areas as they create a liability issue for the HOA and membership.

ARIZONA STATE LAW MANDATES THAT MINORS MUST BE ACCOMPANIED BY AN ADULT (over eighteen (18) years of age) IN THE POOL AREA AT ALL TIMES. LBV2 defines minor as anyone fourteen (14) years of age and under. It is the responsibility of all resident and guests within the pool gates/fence to watch and monitor the conduct and safety of their children and guests. Running and actions that are annoying, abusive, alarming, harassing, intimidating, or aggressive, either verbally or physically, which interfere with the peaceful enjoyment or proper use of the pool to others is not permitted.

The pool and spa are cleaned and maintained by an outside contractor. Residents and/or guests are not allowed to tamper with or make adjustments to any of the equipment. This is a violation as well as a threat to safety and may lead to fines and loss of pool privileges. No hanging, pulling, hitting or tampering of any kind

with the fence. Any damage caused by hanging, pulling, hitting, or tampering with the fence will be assessed to the responsible Unit Owner in addition to a fine in accordance with the Rules and Regulations.

Persons using the pool or spa must wear proper swimsuits or bathing suits. Regular clothing, such as t-shirts, jeans, shorts, cutoffs, etc., are prohibited. Remove excess oils and lotions before entering the water. All hairpins, clips, and jewelry must be removed prior to entering the pool or spa.

Small children who are not potty trained will not be allowed in the pool unless they are wearing disposable swimming attire designed specifically for use in pools.

Due to safety and health reasons unaccompanied children under the age of 14 are not allowed in the spa.

There are dangers to persons using a heated spa. This is especially true for small children, the elderly or intoxicated persons. Adults and children over 14 are cautioned against sitting in the spa longer than 15 minutes. A person who cannot swim should not be left alone in the pool or spa. Persons under the influence of alcohol or drugs are susceptible to physical harm. **THE LBV2 HOA ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR PERSONS USING THE POOL OR SPA.**

Pets, bicycles, skateboards, rollerblades, scooters and other toys that are not specifically designed for water use are not allowed in or around the pool/spa area. If it is not a water device, it doesn't belong in or around the pool.

Glass, ceramics, or other breakable items are strictly prohibited in the pool area. Residents in possession of glass, ceramics, or other breakable items in the pool area may be assessed a fine in accordance with the fine schedule and/or result in a loss of pool privileges. If the pool and/or spa needs to be drained due to glass, ceramics, or other breakable items entering the pool, the cost of the draining and cleaning will be assessed to the responsible Unit Owner.

All garbage must be disposed of in the trash receptacles. All food must remain in the ramada area and not taken in or around the pool or spa.

No grills are allowed inside the pool area.

Since there is "NO LIFEGUARD" on duty at any time, persons using the pool/spa do so at their own risk.

Gates to the pool area must be kept closed and locked at all times. It is the responsibility of all residents of LBV2 to be observant and to ensure the pool gates are not propped open. Anyone not in possession of a pool key will be prohibited from gaining entrance to the pool area until they produce a key. Other residents using the pool are discouraged from opening the gate for anyone not having a key, no matter what their excuse is. Anyone hopping over the fence or gate or gaining entry by pulling apart the gate will be considered to be trespassing. If this occurs, please contact the City of Phoenix Police Dept. and file a report with the management company.

No smoking or vaping of any kind is allowed in the pool/spa area. This includes the use of marijuana and related products.

Radios and other sound devices may be played softly so that they do not infringe on the rights of those who do not wish to hear them. The use of headphones is encouraged when out of the water. Noise levels should be kept low and minimized in the pool area, particularly before 8:00 AM and after 9:00 PM as the sound generated in this area travels and can become an annoyance to the surrounding residents. If another resident asks that your music be turned down, you are obligated to turn it down. Music with lyrics that are explicit or offensive are banned from being played at the pool.

The pool area may not be reserved for private parties. The Block Watch or a committee appointed by the Board of Directors may, with Board approval, hold functions that take up the pool area for a certain period of time, such as for a potluck or social gathering of residents.

If you have children that do not know how to swim, please use water wings or swimming vests to ensure their safety. It is the responsibility of the parents and guardians to watch their children when in or near the water. It

only takes a few seconds for a child to drown. Please be extremely careful when children are in the pool area. THE LBV2 HOA ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR PERSONS USING THE POOL OR SPA.

A person with a known skin or other communicable disease is not allowed in the pool or spa areas until cured. Persons with open wounds are not allowed in the pool or spa.

The rest room is provided for your convenience. It should be kept clean and neat for the next person.

Leaving a mess, destruction, or defacing of any community property in the pool/spa area, including the restroom, is prohibited. Any items contaminated with bodily fluids, such as dirty diapers or bloody rags, must be secured in a plastic bag and disposed of in dumpsters in the parking lot. They may not be left in the restroom or pool trashcans.

Use of play items, rafts, etc., must not interfere with others enjoyment of the pool. No toys or flotation devices are permitted in the spa. The use of crayons, chalk and paint is prohibited.

Clean up the ramada area prior to leaving and return furniture to the proper area. LBV2 does not employ cleaning people. Anything brought into the pool area must be taken out when you leave. Anything of value that is left behind will be disposed of.

Anyone not adhering to these Rules and Regulations may be asked to leave the pool/spa area by management or the Board of Directors. If you are asked to leave and fail to do so, a fine of not less than \$50.00 can be levied against the Unit Owner(s). If the individual(s) still refuses to leave the pool area, the City of Phoenix Police Dept. will be contacted to remove them.

Continued abuse or damage to the pool area will result in the pool being closed to the community, so please be kind and considerate to your neighbors.

RENTAL UNITS

Condominiums may not be rented, partially rented, or leased for less than a thirty (30) day duration.

Each landlord or their managing agent (not the HOA, Board of Directors or LBV2 management company) is responsible for informing their tenants of the Rules and Regulations which govern Lakebrook Villas II. In all cases, tenants, like owners, are responsible for the actions of all renters/tenants and guests while on LBV2 property.

Units may not be rented or leased to anyone who will be using the unit as a business.

Landlords and/or rental agents are required to provide the management company with the below information upon rental of their unit. A copy of the tenant information form is attached for your convenience.

Required Tenant Information:

- 1) Name and contact information for any adult occupying the unit
- 2) The time period of the lease, including the beginning and end dates of the tenancy
- 3) A description and the license plate numbers of the tenants' vehicles

It is the obligation of the Unit Owner to periodically visit the property to check the condition of their unit and see if the unit needs any repairs. Whether the repair is the responsibility of the HOA or the Unit Owner, small inexpensive problems can become a major expense if not repaired promptly. When the repair is the HOA's responsibility, the problem must be reported to the management company immediately. Repairs required by the HOA, but not promptly reported by the Unit Owner within two (2) weeks of the initial occurrence, will then become the financial responsibility of the Unit Owner.

LBV2 IS NOT AN APARTMENT COMPLEX THAT EMPLOYS PERSONNEL TO HANDLE PROBLEMS FOR YOUR TENANTS. If there are violations of the HOA documents, the Unit Owner will be cited and it is the Unit Owner's responsibility to deal with their tenants. If fines are issued for noncompliance of the governing documents or if damages result to the Common Areas or Limited Common Elements by tenants or their guests,

the Unit Owner will be fined and will be the responsible party for the costs of any repairs or replacements.

It is the responsibility of the Unit Owner to obtain the keys to the community gates and mailboxes when tenants vacate the premises and to make sure that the exterior of their unit has not been damaged. If damage has occurred, the owner must notify the HOA of the damage and make arrangements for the repairs prior to re-renting the unit.

Under AZ law, ARS 33-1902, all rental units are required to be registered with the county assessor's office.

SATELLITE DISHES, CABLE TV, AND INTERNET

Owners/tenants who wish to contract with a satellite cable service MUST obtain permission from the property management company to do so. As we have foam roofs, NOTHING MAY BE ATTACHED PERMANENTLY TO THE ROOFS, nor are cinderblocks or MDF panels allowed on the roof to attach a dish structure to. The roofs are cleaned periodically and when this happens, violations of the proper notification and installation will result in the incorrectly placed dishes being removed without notice.

Guidelines for satellite installations are:

1. The dish cannot exceed 22 inches in diameter.
2. The dish must be installed in or within the Limited Common Area of the Unit. All of the companies have stands for the dishes that can be used on patios and balconies. If for any reason you are unable to obtain good reception with the use of a stand, contact the management company for information on additional placement options.
3. Abandoned or unused satellites and cords/wires must be removed within 72 hours of cancelling service.

All wires and cables must be enclosed in cord covers or raceways that are purchased or painted in a color matching the building. Once service is cancelled, all cords/wires and covers must be removed.

For new accounts with communications companies, the property manager must provide a written confirmation to the company **before** installation can be completed.

SECURITY CAMERAS/SYSTEMS

Unit Owners are permitted to install security cameras to the exterior of their units. Cameras may only be pointed towards the owners own property/assigned limited common area or common areas. Cameras may not be pointed towards a neighboring unit where possible. Cameras are prohibited from facing any areas where someone has a reasonable expectation of privacy.

Installation into the stucco should be avoided where possible. Any cables or wiring necessary for installation must be painted to match the building and/or covered with a cord cover/raceway and painted to match the building. Excess cord may not be left hanging.

Owners are responsible for removal and reinstallation of security cameras/systems at their expense when needed for the completion of community repairs or improvements. Owners are also responsible for removal of the security systems at their expense upon moving. Upon removal, owners must patch and paint all holes to match the building at their expense.

SIGNS

No signs of any kind shall be displayed for public view from any portion of the property common area or unit windows without written approval of the Board of Directors.

Signs displayed for the following are allowed with restrictions:

“For Sale” or “For Lease” signs may be placed on the front gate of the unit listed and on the landing leading up to the unit. They must be of reasonable size and shape and hung in a manner that will not cause damage to the structure. Lakebrook Villas II defers to ARS 33-1261 for sign dimensions. “For Sale” and “For Lease” signs may be industry standard size and not to exceed 18 X 24 inches and an industry size sign rider not to exceed 6 X 24 inches. Directional A-Frame “For Sale” signs may be used in the event of an “Open House”. The “Open House” signs must be removed at the end of the day.

OPEN HOUSES: One (1) realtor’s sign may be placed in a unit window for the duration of the Open House and

must be removed when the open house ends.

Political signs in accordance with ARS §33-1261 are permitted. However, signs are prohibited from using profanity or discriminatory text, images or content based on race, color, religion, sex, familial status or national origin as prescribed by federal or state fair housing laws.

Block Watch participant signs provided by the LBV2 Block Watch are permitted without prior approval. The Board reserves the right to require a Unit Owner to remove any signs that are not expressly permitted under Arizona or federal law.

SOLICITATION

LBV2 is a privately owned community. Door to door solicitations such as personal, business, professional, charitable, entertainment, or any other type of solicitation is prohibited. Anyone entering LBV2 for the purpose of solicitation is considered to be trespassing and should be asked to leave the property. If they refuse to leave, contact the police department.

Door to door political activity is allowed under ARS §33-1261. However, it is prohibited from sunset to sunrise and all persons involved must prominently display an identification tag along with the prominent identification of the candidate or ballot issue that is the subject of the support or opposition.

SPEED LIMITS

The maximum speed limit within LBV2 is 10 MPH. Please request that your guests and service providers adhere to this requirement. LBV2 is a small complex, but one with children playing and areas of limited visibility.

STAIRWELLS & ENTRY WAYS

The stairwells and entry ways are the responsibility of the HOA to maintain. If you observe any cracks or deterioration of the steps or landings, you are asked to notify the management company.

These steps are not made for people to get their exercise by running up and down them. This could cause personal injury and potential liability to the HOA membership. Use caution when going up or down the stairs. Please also use caution when moving heavy furniture, etc as dragging these items down the stairs may cause damage and injury. Nothing should be placed in the stairwell or on landings that may obstruct its use.

The lights in the entry ways are the responsibility of the HOA. The front and rear porch lights are the responsibility of the Unit Owners and are responsible to change the bulbs in these fixtures.

USE OF PROPERTY

The property shall be used exclusively for residential purposes and each condominium unit shall be occupied as a separate dwelling unit. No business or trade may be conducted in a unit or on LBV2 property, including yard/garage sales unless specifically organized by the Association.

Lakebrook Villas II Condominium Association does not allow "Time Shares".

A community bulletin board is located at the mailbox area. Notices may be posted but must be removed every 14 days. Any notice not removed after that time will be thrown away.

VACATION & OUT OF TOWN OWNERS

LBV2 enjoys the diversity of many owners whose main residence is in another state but live at LBV2 on a part time basis. In order to protect the property value of each unit and that of neighboring units, it is necessary that each owner arrange to have someone check their unit on a regular basis to see if there are any leaks which need to be repaired, such as running toilets, faucets, ice makers or hoses that could lead to damage in other units. When a unit is not being occupied, the water supply lines inside of the unit should be turned off.

The following suggestions are for the owners to follow which will assist us in controlling damage to your unit and those adjacent to your unit when the unit is not occupied:

- 1) Shut off water to your unit at the inlet to your home, to each toilet tank, sink, washing machine as well as water to your icemaker and water filter if you have one.
- 2) Leave a faucet cracked open in a sink that is not stopped up. If the water is accidentally turned on

- there will not be pressure in your plumbing while you are gone.
- 3) Secure all doors and windows properly.
 - 4) Allow someone you trust to have a key to your unit so they can check your unit on a regular basis. Have them check to make sure the water has not been turned on, your windows are secure, all doors are locked, and no solicitation has been left at your door.
 - 5) Never leave keys under flower pots, door mats or in other secret hiding places.
 - 6) Have a timer turn lights on and off each evening to make your home seem occupied.
 - 7) Cancel all daily deliveries such as mail, newspaper, etc.
 - 8) Keep a detailed inventory of your personal possessions. Include a description of the item, date of purchase, original value and serial number. A video or photographs of valuable items is helpful.

WINDOW COVERINGS

Only curtains, drapes, shades, mini blinds, verticals or shutters may be installed as window coverings and must be kept in like-new condition. No blankets, sheets or other non-approved items may be used.

No window shall be covered by paint, foil, tinting material or other non-approved material.

Roll-up patio shades in brown or tan are permitted without prior approval and must be maintained in like-new condition.

GENERAL RULES

CITY OF PHOENIX CURFEW LAWS: UNDER 15 YEARS OF AGE MUST BE INSIDE BETWEEN THE HOURS OF 10:00 PM TO 5:00 AM. 16 AND 17 YEAR OLDS MUST BE INSIDE BETWEEN THE HOURS OF MIDNIGHT TO 5:00 AM.

No climbing is allowed on limited common elements or in common areas. This includes, but is not limited to, buildings, perimeter fencing, pool fencing, trees, the trash receptacles/dumpsters, exterior walls, etc.

No throwing of rocks or balls or use of bats, golf clubs, etc., is allowed in the Common Areas and driveways to avoid damage to the Common Areas and vehicles.

No one is allowed to tamper with any portion of the irrigation system, water faucets, water features, fountains, pool equipment, etc., that belongs to the HOA.

Chalk, crayons, paint, etc., may not be used in the Common Areas, on the sidewalks, furniture, mailboxes, exterior of buildings, pool decking, or anywhere else in LBV2, except chalk is allowed on the interior cement patios floors of each unit. Any chalk drawings must be removed within 48 hours and are prohibited from using profanity or discriminatory text, images or content based on race, color, religion, sex, familial status or national origin.

Bicycling, rollerblading and skateboarding are not allowed on community sidewalks and pedestrian bridges. Bicycling, rollerblading and skateboarding should be limited to designated areas, if any.

Personal property is prohibited from being stored, kept in, or attached to common areas or stairways. This includes chaining bicycles or other items to stairwells, lights poles, parking structures, etc. Any items being stored, kept in, or attached to the common areas or stairways will be given 48 hours' notice, when possible, that it needs to be removed. If not removed after the designated time, the Association will remove and dispose of the item(s) at the owner's expense. Any personal property that is blocking the stairs, sidewalks, utilities, or any other areas that are necessary for the proper movement around the property is subject to immediate removal at the owner's expense. All personal property should be confined to inside units and patios/balconies only. Anyone wanting to place property, including planters, lights, etc, outside of their designated patios/balconies are required to submit an Architectural Submittal Form.

ALCOHOL: Consumption of alcohol or spirituous liquor is limited to inside units and personal patios/balconies only and is prohibited from all common areas, parking spaces, and stairs/stairwells.

*These Rules and Regulations may be modified from time to time as the need arises by the Board of Directors.

Exhibit A

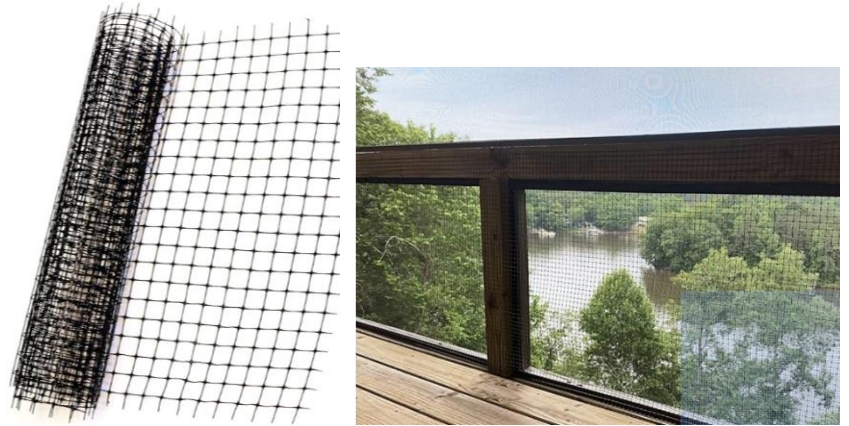
Approved Pet Safety Netting Examples

*Must be in black, brown, or tan

Polyethylene fabric privacy fence screen



Polypropylene Pet Safety Netting



Approved Deck/Storage Box Examples

*Must be in black, brown, or tan; not to exceed the height of the patio/balcony wall



**LAKEBROOK VILLAS II HOMEOWNERS ASSOCIATION
OWNER INFORMATION**

Date: _____

Unit #: _____

Owner's Name(s): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Do you live () on-site, () off-site, () winter visitor

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Work Phone: _____

E-Mail Address(es): _____

In case of emergency please notify: _____

Relationship: _____ Phone: _____

Vehicle(s) Information: Make _____ Model _____

Color _____ License Plate _____

Vehicle(s) Information: Make _____ Model _____

Color _____ License Plate _____

****If your unit is a rental, please submit the RENTER INFORMATION form in addition****

Please return completed forms to:
Board of Directors at BoardLBV2@gmail.com
and to the management company at dawn@360communitymgmt.com

**LAKEBROOK VILLAS II HOMEOWNERS ASSOCIATION
RENTER INFORMATION**

To ensure Lakebrook Villas II’s records are up to date and to make sure we have adequate contact information for everyone residing in Lakebrook Villas II, the Homeowners Association is requesting the below information on all rental units as allowed under Arizona law.

Pursuant to Arizona Revised Statutes 33-1260.01, upon rental of a unit, the homeowners association may require a unit owner to disclose “. . . the name and contact information for any adults occupying the unit, the time period of the lease, including the beginning and ending dates of the tenancy, and a description and the license plate numbers of the tenants' vehicles.”

We also ask that you provide contact information for you or your property manager in case of emergencies.

If you are renting your unit, please fill out the below information and email the completed form to the Board of Directors at BoardLBV2@gmail.com or to the management company at dawn@360communitymgmt.com by January 1, 2025 for current tenants and upon the start of each new tenancy. Please fill out a different form for each rental unit. If there are more than four adult tenants or two vehicles in one unit, include the additional information at the bottom of the page.

Date: _____ Unit #: _____

Homeowner Information

Unit #: _____ Homeowner: _____ Homeowner Phone #: _____
First Name Last Name

Property Manager: _____ Manager Email: _____ Manager Phone #: _____
First Name Last Name or Entity

Lease Start Date: _____ Lease End Date: _____ Lease Time Period: _____

Renter Information

Renter #1: _____ Phone Number: _____ Email Address: _____
First Name Last Name

Renter #2: _____ Phone Number: _____ Email Address: _____
First Name Last Name

Renter #3: _____ Phone Number: _____ Email Address: _____
First Name Last Name

Renter #4: _____ Phone Number: _____ Email Address: _____
First Name Last Name

Vehicle #1: _____ Color: _____ License Plate #: _____
Make & Model

Vehicle #1: _____ Color: _____ License Plate #: _____
Make & Model

Please return completed forms to:
 Board of Directors at BoardLBV2@gmail.com
 and to the management company at dawn@360communitymgmt.com

LAKEBROOK VILLAS II HOMEOWNERS ASSOCIATION

ARCHITECTURAL REQUEST FORM

HOMEOWNER(S) _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

PHONE _____ LOT # _____ LOT # WHERE WORK IS TO BE DONE _____

I propose to do the following: _____

The work will be done by: Myself [] Contractor [] Other []

Proposed work dates: Start date: _____ Completion date: _____

Description of materials to be used and how work will be completed:

Please attach a sketch indicating shape, height and location of the planning project. Please provide a photo of items to be installed, if any. Specify color(s) of paint and materials to be used. (Please submit color chips for actual colors)

Proper permits, if required, are the responsibility of the homeowner.

Committee approval or disapproval will be forthcoming, unless more information is needed.

Do not initiate the change until approval is given by the architectural control committee or Board of Directors or fines may be assessed.

Date Received: _____ **Date of Notification to Homeowner:** _____

Approved as Submitted [] Approved with Provisions [] Not Approved []

Provisions: _____

Comments: _____

Signed by: _____ **Date:** _____
Authorized Board Member

Please complete and attach this form to your submittal on the community portal