

**Arriva
Condominium
Association

Community Rules**

Adopted May 2006

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ARRIVA CONDOMINIUM ASSOCIATION

INTRODUCTION

The following Community Guidelines or Rules are a supplement/summary to the Declaration of Covenants, Conditions and Restrictions for Arriva Condominium (the "Declaration") and are not to be considered as the sole statement of regulations.

The Board of Directors of the Arriva Condominium Association with the authority given by the CC&Rs has established these Community Guidelines or Rules. These Rules remain effective unless or until amended or rescinded by the Board of Directors. Although these rules have been created to coincide with the CC&R's they do not cover every restriction in the CC&R's, Bylaws and Article of Incorporation. Each owner will be responsible for becoming familiar with the Documents of Arriva and abiding by all restrictions, codes and covenants.

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

Whether you are a Homeowner or tenant, all persons living at Arriva Condominium must observe and abide by these Rules. Guests must also abide by these Rules and Owners will be responsible for their guests.

The Board of Directors solicits your cooperation in keeping Arriva Condominium an attractive place to live and a community in which we all take pride.

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

INFORMATION ABOUT HOW THE ASSOCIATION IS GOVERNED

Board of Directors

The Board of Directors of the Association can be comprised of a minimum of three members and a maximum of five members, elected at the Annual Meeting. The current Board of Directors is currently comprised of one representative for the Declarant of Arriva Condominium Association. Control of the Association will be turned over to the Homeowners on the earlier of the date that is 90 days after 75% of the units have been sold or 4 years from the date units have ceased being offered for sale.

Annual Meeting

The Annual Homeowners Meeting is held each year commencing within thirty (30) days of one (1) year after the Association was incorporated. Meeting notices will be mailed to each Homeowner in accordance with the By Laws. Absentee Ballots will also be provided if a Homeowner is unable to attend but would like to vote. The membership will elect the Board of Directors at this meeting.

Insurance

The Association carries a blanket insurance policy. The policy carrier is subject to change each year. Please check with the Management Company if you have questions pertaining to Association insurance.

Property insurance is carried on the Common Elements and the exterior of the Units. Homeowners must carry his/her own insurance for the interior of the unit, for the contents of that unit and for any improvements added by the Homeowner. The Association recommends that each Owner carry an HO6 Policy or a deductible buy back policy. The Association also carries Director and Officer Coverage for Board members and Comprehensive General Liability insurance.

If for any reason you are unclear about what needs to be insured, please contact your Insurance Agent who can assist you in securing the appropriate amount of coverage for your unit.

Monthly Dues

A monthly fee is charged to each Homeowner to provide funds for those items shown on the budget, pursuant to Article 1.1 (k) of the CC&R's. The initial monthly fee is \$135.00 on a one (1) bedroom condominium and \$155.00 on a two (2) bedroom condominium. If you do not have a copy of the budget please contact the Management Company and they will provide you one.

Payments are due on the first of each month, and a late fee of \$15.00 will automatically be added to any delinquent payment received after the fifteenth (15) day of the month. Late fees are set by the Board of Directors and are subject to change.

COMMUNITY RULES AND REGULATIONS

Clubhouse Reservations

The clubhouse is available by reservation only, to Homeowners and Residents. There is a \$200.00 security deposit due at the time the reservation is made and returned after an inspection of the clubhouse is done by the Community Manager. Please make sure that all trash is removed, floors are cleaned, etc. Currently there is no fee charged, but the Board of Directors reserves the right to implement a fee at a later time.

The Homeowner will be required to fill out a Clubhouse Reservation Form which will give more detailed information. Please call the Management Office with any questions or to make reservations.

Exterior Changes/Accessories

Exterior changes are not permitted. Items which are hung, draped, and or attached to an exterior surface are not permitted to be visible. The purpose of this restriction is to maintain the architectural integrity of the community.

Improvements – Non- Structural

Any Homeowner may make non-structural additions, alterations and improvements within his unit, without the prior written approval of the Board. Non-structural items include adding or changing wall coverings and floor coverings. In undertaking any non-structural work, the Unit Owner must be courteous; as to not inconvenience other Owners with undue noise or traffic. The Association discourages such work to be done on weekends.

Subcontractors are permitted to park in unassigned uncovered parking spaces. Parking along the curbs, or in roadways is prohibited.

Homeowners are responsible for any costs incurred by any other Unit Homeowners or the Association as a result of the work.

Satellites, Antennas, etc.

Homeowners are permitted to install a "dish" antenna that is less than one (1) meter in diameter. No satellite dish otherwise permitted under applicable law may be attached, affixed or mounted to Building exteriors and such satellite dish devices must be mounted on a tripod or other device located on the floor of a Patio and can not exceed the height of the Patio wall or railing by more than three (3) feet. Wires or any other satellite dish or antenna appurtenances should not be attached to any Building exterior except through a Unit Owner's entry door and the wires must be painted to match the Building exterior color.

Flooring

Tile, wood or any other hard surface flooring can only be installed with prior written approval from the Board of Directors. Hard surface flooring proposals for second (2nd) and third (3rd) floor Units must include the installation of "acoustic-mat", sound dampening mat or approved equal.

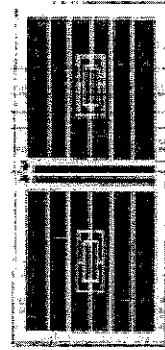
Windows and Doors

Each Units windows and doors are the responsibility of the Homeowner. The Homeowner must replace and maintain all windows and doors so that they are in good condition at all times. The Association has the right to repair or replace, if damage is not repaired or replaced by Owner within Seventy Two (72) hours of damage and Owner will be responsible to reimburse the Association the cost thereof as an Enforcement Assessment.

~~Remove~~ Screen Doors and Security Doors

Any Homeowner who wishes to install a screen door or security door must install the approved door as follows and shown:

Designer Doors & More
401 West Deer Valley Rd.
Phoenix, Arizona 85027
(623) 516-4711 phone
(623) 516-1387 fax
info@designerdoorsz.com – email
www.designerdoorsz.com – website



Approved door is from the Designer Collection, Classic Series, **Model: Horizon 1138, Color White WH09.**

You must also submit a Modification Request form for approval.

~~Screen~~ and security doors must be properly maintained. Doors must be kept clean and in proper repair.

Seasonal Decorations

Exterior seasonal decorations are permitted to be installed thirty (30) days before a holiday and must be removed within ten (10) days after a holiday.

Clothes Drying Facilities

Exterior clotheslines are not permitted if they are visible.

Window Covering /Window Sun Screens

All window coverings must be installed within 90 days of the close of escrow as per Article 4.17 (A) of the CC&R's.

No reflective materials, including, without limitation, aluminum foil, reflective screens or glass, mirrors or similar items, can be installed or placed upon the outside or inside of any windows of a Unit. The exterior of all drapes or curtains can be white, off-white, beige, brown, or natural wood-tone in color.

Pets

There is a limit of not more than two (2) pets within a unit provided the Homeowner or Tenant abides by the provisions of the Declaration and all City, County and State Animal Laws. Only pets that are generally recognized as house pets will be allowed. Animals must be on a leash not more than six (6) feet in length when outside the unit, and all pets must be directly under a Resident's control or direction at all times. A Permitted Pet shall mean a dog, cat, fish or small bird of a variety commonly kept as a household pet. Droppings must be picked up immediately and disposed of properly. No owner will allow anything or any condition to exist upon any unit or other area, which will allow for breeding or harboring of diseases and insects.

Leasing

No Homeowner can permit his unit to be used for transient or hotel purposes, nor can any Homeowner enter into a lease for less than the entire unit. "Lease" can be defined as any occupancy of a unit by any person other than the Homeowner of the unit or the Homeowner's immediate family members, whether or not any consideration is exchanged. Further, any lease for a period of less than thirty days (30) in duration can be conclusively considered to be for transient or hotel purposes.

All leases must be in writing and be a duration of not less than six (6) months. Any Homeowner who leases a unit must deliver to the tenant, prior to the start of the tenancy, a copy of the Declaration, these Community Guidelines and any amendments thereto. Each Homeowner must deliver to the Association, at least ten (10) days prior to the commencement of the tenancy, a copy of the lease and an acknowledgement by the tenant of receipt of the Declaration and Rules.

Tenants, like Homeowners, are required to observe all Rules that have been adopted by the Association, as well as all other Condominium Documents. However, the Homeowner is responsible for the tenant's and the tenant's guests behavior. The Homeowner is responsible for fees, fines, attorney costs, etc. that may be imposed or incurred due to tenant noncompliance with the Rules, Bylaws, or other Project Documents.

Owners are required to notify the Management Company of tenant changes in order to keep an up-to-date roster of the residents. If you need additional copies of the CC&R's or Rules they are available through the Management Company.

Outside Speakers and Amplifiers

No radio, stereo or other broadcast unit of any kind, amplifiers or loudspeakers of any kind can be placed, allowed or maintained outside, or be directed to the outside of the unit.

Signs

No emblem, logo, sign or billboard of any kind, including but not limited to "For Sale" or "For Rent" signs, are permitted anywhere within the community.

Storage

Storage of any material may be stored in the storage closet located at each Unit's Patio only. Storage includes storage sheds, boxes, shelves, ladders, building materials, miscellaneous parts of any kind, refrigerators and toys. Storage is not allowed in Common Elements under stairwells or anywhere else on the property.

POOL RULES

1. The gate at the pool area **MUST BE CLOSED AND LOCKED** at all times.
2. Children under fourteen (14) years of age are not allowed in the pool area without adult supervision. An adult is a person eighteen (18) years of age or older. This rule is strictly enforced.
3. Homeowners (and their tenants) who are delinquent in their payments to the Association will be denied the use of the pool facility in writing.
4. No glass is allowed in the pool area.
5. Absolutely no pets are allowed in the pool area (other than assistance dogs).
6. No diving is allowed in the pool.
7. Pool furniture must remain in pool area.
8. Guests must be accompanied by the Homeowner or tenant.
9. No suntan oil allowed in the pool.
10. Swim attire must be worn in the pool. Cut-Offs and street clothes are not permitted.
11. Do not plug radios or any other appliance into electrical outlets at the pool.

Resident Parking

If someone is parked in your space, or is blocking your space, call the Management Company. Parking spaces or stalls may not be used for any purpose other than the parking of authorized Vehicles. Homeowners will not allow oil or other vehicle fluids to drip or contaminate the asphalt. Clean up of oil or any vehicle contaminates will be charged back to the homeowner. Owners and or Residents may not use guest-parking spaces.

Vehicles

Any vehicle that is visible to neighboring property will need to be in operating condition which will mean registered, operable and driven daily. Vehicles that are inoperable will not be permitted in the streets, parking areas, etc. Vehicles will be considered inoperable if they are not registered, have flat tires, are not able to be used or covered by a tarp or car cover for more than seventy two (72) consecutive hours. Inoperable Vehicles will be subject to tow at the Vehicle Owner's sole expense.

Commercial Moving / Delivery Vehicles

Commercial moving or delivery Vehicles temporarily parked on the Common Elements for the purpose of loading or unloading can not exceed four consecutive hours in any seventy-two hour period and can not be allowed to block access to a Unit Owner's allocated Carport or Garage or pedestrian access to any Building.

Visitor Parking

Please ask any and all guests to park in uncovered, unassigned parking spaces.

Towing and Parking Enforcement

The Board of Directors has the obligation to observe, set and enforce parking restrictions.

The Board of Directors has the right to contract a Parking Patrol Service to monitor and enforce parking located within Arriva Condominiums.

The Board of Directors, Property Manager and or Parking Patrol Service Company reserve the right to tow, fine or restrict its movement by attaching a "boot" device to the wheel of the Vehicle that is in violation of the CC&R's, Arriva Parking Rules and or any City or State parking ordinance at the sole cost and expense of the owner of the Vehicle.

Trash Dumpsters

All trash will need to be bagged and boxes broken down when taken to the Dumpster. Please make sure the door to the dumpster is closed securely after each use. If a dumpster is full, please place your trash in another receptacle. Trash placed outside the dumpster will not be collected.

Do not place or discard batteries, tires, oil, transmission fluid, hazardous waste, furniture or mattresses in the dumpster or in the dumpster area. The disposal of this type of debris is the Homeowner's responsibility. The Association does not provide for the disposal of these items. Any owner found to be leaving these items will be billed the entire amount for the proper pick up and disposal of the items.

Please remember to close the lids to the Dumpster after use. When lids are left open, odors and flies increase and are a nuisance and health hazard to all residents.

Weight Equipment

No weight equipment (treadmills, weight benches, etc.) that, when in use, are audible in a downstairs unit, are allowed in upstairs units or on the patio/balconies. The Association reserves the right to limit the amount of weight equipment that can be stored in a second or third floor unit.

Deliveries/Pickups

The Association reserves the right to control and limit entry to the community by trades, delivery, and sales people.

Donations to charities must be made at individual doors and not at the front entrance. Any donations left at the front entrance or in front of the Clubhouse will be disposed of and the Homeowner or tenant responsible will be charged for the clean up.

Emergency Access

As a private community we are required to provide full access for emergency vehicles. Therefore we require all vehicles be parked in parking spaces so that, in the event of an emergency, a large fire truck or other emergency vehicles may enter. Please park in your assigned parking garage and ask your guests to park in the visitor parking spaces. Vehicles parked illegally in fire lanes are subject to fines from the local police department, towing, and action by the Association.

Gates

Arriva Condominium is a gated community. Any damages to the gate or its structure caused by negligence of the Homeowner, Tenant or the guests of either will be charged back to the Homeowner. Guests are allowed access only after phoning the homeowner from the gate keypad at which time the homeowner will grant access.

Patios and Balconies

The Homeowner must keep his/her patio and balconies clean and free of litter, weeds and animal waste.

Rugs, towels, etc. cannot be hung on the walls. No clocks or decorative items may be nailed or otherwise affixed to the Buildings exterior adjacent to and forming the boundaries of the Patio or Balcony regardless of whether such items are visible from other Units or from street level.

No Astroturf, carpet or other floor covering can be installed on any Patio or Balcony and the floor or its structure may not be altered in any way.

Patios and balconies are not to be used for storage and patio furniture must be designed for exterior use and must be of a neutral color harmonious with the color scheme of the exterior walls of the Unit.

For safety reasons, Owners may not operate barbecues, woks or similar cooking or grilling accessories or equipment on balconies or patios except for small electric grills.

Dwelling

Each Owner will maintain, repair, replace, restore at his sole cost and expense, all portions of his Unit. This includes all appliances, water heaters and appurtenant facilities, heating and air conditioning equipment, all doors and windows of the Unit, etc. as set forth in the CC&R's.

Fire Extinguisher

All Units have at least one fire extinguisher located inside the Unit. It is the Homeowners responsibility to maintain and service their fire extinguisher on a yearly basis.

For personal fire safety, a family fire emergency plan may be the best investment you can make: (1) review these guidelines; (2) know your exit routes; (3) have a family fire drill from time to time.

Flammable Materials

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

Arriva Condominium Association

4645 East Cotton Gin Loop
Phoenix, Arizona 85040

Telephone: (602) 437-4777 Fax: (602) 437-4770

Modification Approval Request Form

NAME: _____ LOT: _____

ADDRESS: _____

PHONE: _____ WORK: _____

Description of Modification request in detail:

Dimensions: _____

Materials: _____

Location: _____

Colors: _____

PLEASE SUBMIT A SKETCH OR DRAWING OF THE PROPOSED CHANGE

Work to be performed by _____

Start Date: _____ Completion Date: _____

The Homeowner agrees to maintain the improvement if approved by the Architectural Committee. If, in the view of the Board of Directors of said association, the improvement is not being maintained, the Association has the right to remove or maintain the improvement with the Homeowner assuming all financial responsibility.

The homeowner agrees to comply with all city, county and state laws and must obtain all necessary permits.

Signature of Lot Owner

Date signed

OFFICE USE ONLY

_____ APPROVED _____ DISAPPROVED

_____ APPROVED WITH THE FOLLOWING CONTINGENCIES:

Arriva Condominium Association

Date

