

DESERT CROSSING

HOMEOWNERS ASSOCIATION

COMMUNITY POLICIES

EquinoxONE[®]

Community Management

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IMPORTANT DOCUMENTS

KEEP THESE DOCUMENTS

Dear Desert Crossing Residents:

These Community Policies are written to give you a better understanding of the Desert Crossing Community.

The Community Policies are one of three governing documents that help to enhance the property value of the Desert Crossing Community.

The three documents and the order of priority are:

1. Covenants, Conditions and Restrictions (CC&R's)

2. Bylaws

3. Community Policies

All three documents are important and must be read and followed by all residents of Desert Crossing.

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1. Residential Use

Out of respect for our neighbors all lots shall be used and devoted exclusively to single family residential use. This means the occupation and use of a residence by a single family in conformity with the Desert Crossing regulations and the requirements imposed by applicable zoning laws or other state, county, or municipal rules and regulations.

2. Leasing

To enhance the safety of the community the Association needs to know the names of all residents who live in the community. Any owner who leases her Lot shall promptly notify the Association of the term of the lease and the name and telephone number of each lessee.

3. Animals

To protect the quiet enjoyment of our neighbors no animal shall be allowed to make an unreasonable amount of noise or to become a nuisance. Structures for the care or housing of any animal shall not be visible from neighboring property.

4. Utility and Communication Services.

To help maintain an attractive residential appearance in the community no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, or radio signals shall be erected placed or maintained anywhere in or upon any property without the approval of the Desert Crossing Board of Directors.

5. Temporary Occupancy

Desert Crossing is a community of permanent single family homes. Therefore no trailer, tent, shack or temporary building or structure of any kind shall be used at anytime, on any portion of the property for a residence, either temporary or permanent.

6. Maintenance of Lawns and Plantings

Each Owner of a Lot shall keep all shrubs, trees, hedges, grass and plantings of every kind located on his Lot neatly trimmed, and shall keep all such areas properly cultivated and maintained and free of trash, weeds and other unsightly material. As part of an attractive lawn, no cars, trucks, boats or vehicles of any kind are permitted to park on the lawn. To maintain the peacefulness of the community no exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes, shall be located, used or placed on any such property.

7. Trash Containers and Collection

To maintain a neat appearance in the community, all garbage or trash shall be placed or kept in covered containers that have been approved by the Desert Crossing Board of Directors. These containers must be maintained so as not to be visible from neighboring property except on the day of collection. No incinerators shall be kept or placed on any lot.

8. Clothes Drying Facilities

Out of respect for our neighbors, clotheslines or other outside facilities for drying or airing clothes shall not be visible from neighboring property.

9. Signs

To maintain an attractive appearance for the community, no signs whatsoever shall be erected or maintained on the property. The use of "For Sale" or "For Lease" signs is subject to approval by the Desert Crossing Board of Directors.

10. Motor Vehicles

All homeowners are concerned about their property values therefore no automobile, motorcycle, motorbike, boat, trailer, or other motor vehicle shall be constructed, reconstructed or have major repairs upon any lot or street in Desert Crossing. No inoperable vehicle including but not limited to vehicles with flat tires may be stored or parked on any such lot or street so as to be visible from neighboring property or to be visible from common areas or streets. Reasonable vehicle maintenance will be permitted.

11. Exterior Paint

To maintain a uniform appearance for Desert Crossing exterior paint and trim color of any residence may not be changed without the prior written approval of the Desert Crossing Board of Directors.

12. Exterior Alterations/Additions

Any exterior alterations and or additions to the structure visible to any pedestrian or property owner shall require approval by the Desert Crossing Board of Directors.

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ENFORCEMENT POLICY FOR ASSOCIATION DOCUMENTS

The Board of Directors of Desert Crossing Homeowners Association recognizes each owner's property investment and the value to all owners and residents of an attractive and peaceful community. The laws of the state of Arizona grant to the Board of Directors the right to impose reasonable monetary penalties against an owner for violation of the documents after the owner is given notice and an opportunity to be heard. The Board of Directors has adopted the following procedure to impose monetary penalties:

First Notice of Violation:

A Notice of Violation or "Friendly Reminder" will be sent from the Association to the Owner of the property stating the violation. The notice will include (1) a description of the violation, (2) a statement of the section of the document that is being violated, (3) the corrective action that the Owner needs to take, (4) the time frame for corrective action to be completed, (5) a statement of the Association's intent to levy a fine if the violation is not corrected within the stated time frame.

Second Notice of Violation:

A Second Notice of Violation will inform the Owner that (1) the property has not been brought into compliance and (2) the Owner has ten (10) days from the date of the letter to comply, and (3) states the maximum amount of the monetary penalty that the Board of Directors may impose with respect to such violation after a hearing, (4) the date, time and place of the scheduled hearing to be held by the Board of Directors regarding the violation and (5) the Owner's right to attend the hearing to state his reason for non-compliance. If the owner does not appear at the scheduled hearing or submit a written statement setting forth the Owner's position on the alleged violation, the Owner shall be deemed to have waived his right to a hearing. This Second Notice of Violation shall be sent by both certified and regular mail.

Hearing:

A hearing of the violation shall be held in executive session by the Board of Directors. In determining the amount of the monetary penalty to be imposed with respect to a violation, the Board of Directors may consider, among other factors, the seriousness of the violation, whether the owner has previously violated the Association documents, whether the violation poses a danger to persons or property and whether the owner has corrected or agreed to correct the violation. When the hearing is concluded, the Board of Directors shall determine whether a violation of the documents occurred and, if so, the amount of the monetary penalty to be imposed. The minutes of the executive session shall state the decision of the Board.

Notification Letter or Penalty Letter:

Following the Hearing, the Owner shall receive a Notification Letter or Penalty Letter stating the decision of the Board of Directors. A Penalty Letter shall state the amount of the fine that has been assessed, that if the violation continues or is repeated within twelve months an additional fine will be assessed according to the Schedule of Monetary Penalties and the fine shall be paid within ten (10) days of the date of the Penalty Letter.

Demand Letter:

Should the fine not be paid within the ten (10) days, a Demand Letter shall be sent to the Owner stating that he has ten (10) days from the date of the Demand Letter to pay the fine to the Association. If the fine is not paid, the Association may take legal action to collect the fine and the process will be the same as the collection of the assessments. All costs, including legal fees will be charged to the Owner's account. In addition to the monetary penalty for violation of the documents, the Board of Directors may proceed at any time with any other enforcement action available to the Association.

SCHEDULE OF MONETARY PENALTIES

The monetary penalty as determined by the Board of Directors for the violation of the documents by an Owner shall be:

- 1) Penalty Letter -Maximum \$50.00. *
- 2) Continuing Violation -Every thirty (30) days from the date of the Penalty Letter -Maximum \$100.00.
*
- 3) Second Violation for the same violation stated in the Penalty Letter -Maximum \$100.00. *
- 4) Continuing Violation of Second Violation -Every thirty (30) days from the date of the Second
- 5) Violation -Maximum \$100.00. *

- Plus collection or legal fees

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COLLECTION PROCEDURE

- 1) All assessments will be due and payable on the date established by the board of directors.
- 2) All assessments that are more than thirty (30) days delinquent shall be charged the greater of fifteen dollars (\$15.00) per month or ten percent (10%) of the amount of the unpaid assessment.
- 3) In accordance with A.R.S. § 33-1807 (A), the Association has a lien on a lot for any assessment levied against that lot or monetary penalties imposed against its lot owner from the time the assessment or penalty becomes due. The association's lien may be foreclosed in the same manner as a mortgage on real estate.