

When recorded mail to:

Name: Circle Tree Owners Association

Address: 461 West Holmes Ave

City/State/Zip: Mesa, AZ 85210

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## **CAPTION HEADING:**

**Circle Tree Owners Association**

**Rules and Regulations**

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(Replaces Previous Rules and Regulations, Recorded 5/31/2019 as Document No. 2019-0405306)

**DO NOT REMOVE**

**This is part of the official document.**

## **Circle Tree Owners Association Rules & Regulations**

The Homeowners Association of Circle Tree offers many advantages to the homeowner. At the same time, we must impose restrictions. These restrictions are not to be an inconvenience or invade your freedom, however, are a means of maintaining the harmony of your community.

### **AIR CONDITIONING UNITS:**

All owners must notify the Association's management before any contractor enters upon the roof for air-conditioning repairs. Homeowners, tenants, guests, or invitees are prohibited from entering the roof unless they are a licensed, bonded, and insured contractor. The Association is not responsible for any damage caused by an improperly installed HVAC system. Homeowners, tenants, guests, and invitees are solely responsible for carrying insurance for any loss of property. All air conditioning units on the roof must be properly supported with 4-inch pressure treated cedar lumber. Pallets and plastic pedestals are prohibited.

### **ARCHITECTUAL CHANGES:**

No structural changes may be made to either the inside or outside of any unit without prior approval of the HOA. Once obtained, you must keep this approval for your records in a safe place and transfer it to the next purchaser of the unit. If you wish to replace windows, sliding glass doors, screens, install a security screen, enclose your patio or balcony, or install tile in your patio or balcony, etc. You must obtain prior permission and obtain a written architectural change approval from the Association in order to perform the change.

Specifications of what is approved may be obtained from management. You may be made to remove your improvement if it is not within the proper specifications. All alterations must be maintained and kept in good condition at all times. Security and screen doors must conform to HOA specifications. Please consult with the management to obtain the proper guidelines. Screen and security doors must be black in color and have a screen.

The maintenance of the front doors, security doors, and trim are the unit owner's responsibility, as well as the painting of the door and the security door in between building painting. Doors and screen doors must be kept clean and in good condition. Damage to the concrete and stucco surfaces during painting, replacement, or installation of doors, windows or security doors is the sole responsibility of the owner to repair or replace.

No fence, wall, awning, tower, sign, or other structure may be erected on the premises. Any owner making any alteration or improvements within his/her unit shall be responsible for any damage to other units and to the common elements, which result from any such addition, alteration, or improvement.

**Amenities:**

No more than 8 people, guests or invitees may use any of the amenities at one time. This excludes the clubhouse when leased.

**AUTO RESTRICTIONS AND PARKING:**

No vehicle shall be kept on the property that is: inoperable, abandoned, impedes the progress of other vehicles, blocks the dumpster, is on jacks, or is leaking oil or other fluids, is parked in fire lanes, or is in unacceptable condition (i.e., broken windows, body damage). No vehicle can remain in the same visitor space for more than 30 days. Storage of vehicles is prohibited.

Motor vehicles must display current registration (no expired tags) and must be in operating condition. Tires must be properly inflated, and vehicle(s) must be free of dust and cobwebs. Washing of vehicles in parking areas is prohibited. Car covers are permissible but must be neat, clean and without rips or holes. All commercial vehicles are prohibited. All vehicles must be parked nose first (no backing into space). All vehicles parked on the property, including visitors, must display a Circle Tree resident or visitor parking permit.

Residents, tenants, and renters must properly register their vehicles with management. Boats, campers, RVs, and other recreational vehicles are strictly prohibited from parking in the parking lots. Semi-trucks and their trailers are strictly forbidden to enter or park on the property. Vehicles must occupy only one space, and vehicles must be parked within the lines of the parking space.

Trailers used for hauling or delivery must be separated, blocked, and placed in a single space. No trailer is to remain on the property for more than 24 hours. Trailers parked temporarily must have current license plates and will not require a permit.

No parking is allowed in fire lanes, on sidewalks, or any other common area of the property. Each unit has one reserved covered parking space. The use of another's space is

strictly prohibited. Parking permits and visitor permits are not to be loaned to other units. Owners and tenants are solely responsible for having unauthorized vehicles removed from their assigned parking spaces. Please obtain a towing card from the Association's management. Security does not handle parking issues or complaints. Parking permits and visitor permits are for the exclusive use of your unit.

Mechanical repairs on vehicles are strictly prohibited on the property with the exceptions of windshield replacements, tire change, jumpstart, or battery replacement. Any vehicle inoperable or in a state of disrepair will be deemed abandoned and towed at owner's expense. Nothing shall be erected, placed, or stored in a parking space. Parking spaces are for registered motor vehicles only. Vehicles parked on the Association property cannot be used for storage. Any vehicle that is deemed unsightly is subject to towing at owner's expense. Alcohol consumption is disallowed in the common areas including but not limited to the parking lots. Loitering or playing loud music in the parking lots is prohibited. All parking lots are to be used only for the purpose intended. Playing games, football, soccer and other sporting activities in the parking lots is strictly prohibited for the safety of pedestrians and vehicles.

Any member who is delinquent in dues and not a member in good standing (three months or more behind in dues) is subject to suspension of parking privileges. Parking lots, including covered spaces, are a limited common element that the Association maintains and repairs.

For safety, the maximum speed limit in the parking lots is 5 MPH and is strictly enforced. All owners, residents, tenants, and their guests must observe and obey all traffic signs. Any Owner, resident, tenant, or their guest who displays excessive speeds or careless driving is subject to a \$100 fine and or suspension of parking privileges for up to thirty (30) days.

Vehicles that are for sale may display one commercially produced sign in the window(s) of the vehicle. Shoe polish and other types of painted markings on vehicle glass or non-commercially produced signs are prohibited.

Box-trucks and U-Haul trucks must be parked on the street after unloading is completed. Box-trucks must be moved to the street and cannot be stored or parked on the property. Car hauling trailers are prohibited. Shipping pods are not allowed in the parking lots or anywhere else on the property.

Any vehicle with a ladder-rack must be parked in an uncovered visitor space and are prohibited to be parked in covered parking. Any violation of the aforementioned parking rules and regulations is subject to the following: fines, suspension of parking privileges, or towing at owners' expense.

1st offense \$100 fine and/or towing. 2nd offense \$150 fine and/or towing. 3rd offense \$200 fine and/or towing and possible suspension of parking privileges for 30 days.

### **BALCONIES, PATIOS AND BUILDING WALKWAYS:**

The CC&R's defines patios and balconies as a limited common element, and the owner is responsible for the maintenance thereof. No laundry, swimming attire, towels, or other unsightly items shall be hung or displayed on balconies, patios, or walkways in view of other residences or from the roadways.

All items must be kept below the balcony or patio walls. No such items are to be visible from any common area. Blinds on balconies must be in acceptable condition and neutral in color. (Additional restrictions regarding blinds and window coverings are detailed in this document under windows and coverings.) Barbeque grills, appliances, fire pits, and hibachis (gas, propane, electric, wood or charcoal fueled) are strictly prohibited on balconies, patios, walkways, or any other common element.

Wind chimes or similar devices are permitted on the balcony or patio of a unit unless a resident makes a written complaint to management regarding noise. All boxes, cleaning equipment, furniture, garbage cans, ladders, etc. must be kept in the dwelling or in the patio storeroom.

Balconies, balcony walls, and ceilings must be in good condition (i.e., no chipped or peeling paint, rotted doors, etc.) Pets, such as birds, cats, dogs, or other animals, are not to be kept or fed in balcony or patio areas. Written notice of the violation regarding balconies, patios or hallways will be mailed to the owners last known address on file with the Association. Riding bicycles, rollerblades, scooters, skateboards, etc. is prohibited on the building walkways.

Any modification(s) to balconies or patios, such as the installation of windows or awnings requires an owner to submit an architectural change form to the board or management for final approval.

Smoking and vaping in the building, walkways, clubhouse, or stairwells is strictly prohibited.

Screens hung from the patio or balcony must be the exact width of the patio or balcony opening. Blinds must be of an outdoor roll up mesh type and brown in color. Straw blinds are prohibited. Blinds must be kept in good condition. Consult management for specifications. Curtains and cloth cannot be used to cover balcony openings. Black bird netting and 90% black sunscreen are allowed, but must be in good condition free from tears, holes, and sagging.

Clotheslines are not allowed. Hanging items such as a towel, laundry, or rugs over the patio or balcony wall is not allowed.

Patios and balconies must always be clean and in an orderly manner. Second and third floor occupants must not wash any debris from the balcony onto the balcony or patio below. Patio cover roofs must be cleaned every 3 months.

Do not throw cigarette butts over any wall or from balconies and patios into the common areas. Please dispose of cigarette butts properly. No bird feeders of any type are allowed anywhere in patios, balconies or common areas, except for hummingbird feeders.

No trees, shrubbery or other plant material shall be planted in any patio area. Unit owners shall be responsible for damages caused by plants including but not limited to retaining walls, foundation, structure, irrigation system, and/or cost of said removal.

Failure to correct the violation(s) within thirty (30) days will result in the following fines: For Violations not corrected within thirty (30) days shall be assessed a \$100 fine. Fines shall increase in increments of \$50 each thirty (30) days until the violation has been corrected.

#### **BALCONY LIGHTS/PATIO LIGHTS/PORCH LIGHTS:**

Owners are to only use 40 watt or 60-watt CFL/LED or 60-Watt equivalent soft white light bulbs in their outdoor porch lights. Daylight bulbs, colored bulbs and decorative bulbs are strictly prohibited except during the holidays. Floodlights are prohibited. Porch and patio lights are the homeowner's responsibility and must be in good working condition.

**BARBEQUE AREAS:**

Barbeque areas are on a first come, first serve basis. The number of residents and their guests are limited to eight (8) people (per unit) at any given time. The consumption of alcoholic beverages in any common area, including the barbeque area, is strictly prohibited. The use of propane grills is prohibited. A fine of no less than \$150 will be assessed for each violation.

Residents and their guests must refrain from loud noise and vacate the areas by 10:00pm. Boom-boxes or loud radios are not permitted in any common elements, including pool and barbeque areas. Excessive noise that disturbs other residents will result in a \$150 fine.

Grills, tables, and areas must be cleaned and left neat and orderly after each use. Hot charcoal must never be placed in trashcans. Failure to clean area after use will result in a \$100 fine being assessed to the unit. BBQ areas are open from 7am-10pm.

**BICYCLES:**

All bicycle owners are encouraged to register their bicycles with the Mesa Police Departments on the online bicycle registration program

<http://www.mesaaz.gov/police/BicycleRegistration.aspx>. Bicycles are never to be chained to fences, trees, gates, or stairwells. The Association is not responsible for any bicycle that is lost, stolen, or damaged. Bicycles are never to be stored outside of a unit or any place in the common areas of the property. Any bicycle that is chained to any of the common areas will be removed and discarded without notice. You may store your bicycle on the patio as long as it is not visible to other residents. Please use the bicycle storage area located behind the mailboxes.

**BUSINESSES:**

No automotive or construction related businesses may be conducted from or on Circle Tree property. For consideration of other businesses or related activities, residents may apply to the board of directors or management.

**CRIMINAL OFFENSES AND MANDATORY FINES:****Class I**

Activities on Circle Tree property such as disturbing the peace, fighting, harassment, intimidation, property damage, public drunkenness, vandalism, after notice and opportunity to be heard on the matter:

1. First offense \$250

2. Second offense \$350
3. Thereafter, fines will double with each recurrence and or legal action.

## **Class II**

Activities on Circle Tree property such as assault, burglary, child abuse, domestic violence, DUI, failure to abide by the requirements of the TRI-STAR crime prevention program, minors in possession of alcohol, possession of illegal drugs, possession of stolen property or theft, after notice and opportunity to be heard on the matter:

1. First offense \$350
2. Second offense \$400
3. Thereafter fines will double with each reoccurrence and/or legal action.

## **Class III**

Activities on Circle Tree property such as aggravated assault, arson, brandishing a weapon, crime related to gang activity, discharge of a firearm, distributing or manufacturing illegal drugs, weapons, kidnapping, etc after notice and opportunity to be heard on the matter:

1. First offense \$400
2. Second offense \$500
3. Thereafter fines will double with each reoccurrence and/or legal action. Owners of rental properties are responsible by law to abate criminal activity in their rental units.

## **CLUBHOUSE RENTAL:**

The clubhouse may be rented by contacting the management company which will provide rates, deposits, and applicable rules. Owners are solely responsible for any damage to the clubhouse caused by their guests or lessees. Users are responsible for cleaning and must remove all trash after use. Failure to clean up clubhouse after rental will result in forfeiture of cleaning deposit. Contact office for rental rates.

## **COMMON AREAS:**

Nothing may be placed on or attached to any common area without prior approval of the board of directors or management company. All amenities and courtyards close promptly at 10:00pm. No furniture, chairs, ashtrays, or personal items may be placed in hallways. There is to be no loitering on the walkways, in parking lots or in stairwells after 10:00pm.

The Association requires each owner to help maintain the property by ensuring that guests, visitors, and tenants do not litter the community grounds. Any such infraction (littering) is



subject to fines being assessed to the unit as detailed in the fines section of this document.

Circle Tree is a privately-owned condominium complex and is not an apartment complex. Respect for each resident's rights to peace and quiet is essential. Infringement of neighbor's rights to peace and the quiet enjoyment of their residence (including, but not limited to barking dogs, loud radios, stereos, televisions etc.) is prohibited. Units in violation of these rules are subject to fines being assessed to the unit.

Brandishing weapons is strictly prohibited on the premises, as are the use of BB guns, slingshots and bows and arrows. Throwing bottles, cans, stones, or other items that could potentially endanger individuals or property is prohibited. A fine of no less than \$500 shall be assessed for each violation.

There is to be no climbing fences, trees, gates, or walls. No throwing bottles, cans, stones, or other projectiles. No tampering with irrigation heads or bubblers. No occupant is allowed in the rock terraced areas due to the irrigation system.

No climbing on roof areas or running on any of the interior walkways. Sidewalk chalk may be used on sidewalks provided it is removed before vacating the area.

Any such infraction(s) is subject to fines being assessed to the unit as detailed in the FINES section of this document.

### **COURT(S):**

Only owners, residents, occupants, and their guests are allowed use of tennis courts. If others are waiting, members of the same party must use one (1) court. No glass containers or alcoholic beverages are allowed in any court. Residents and their guests must refrain from loud noise and vacate courts by 10:00pm. Owners, occupants and their guests must use the court(s) for the sole purpose the court(s) were designed for.

### **DOORS:**

All entrance doors to the units are the sole responsibility of the homeowner to maintain. Doors may not have faded, chipped, or peeled paint and must be free of cobwebs and stains. Please contact the management company for paint colors. All unit entrances must have a peephole and a deadbolt lock with no less than 2- and 1/2-inch strike plate screws installed. These are requirements of the TRI-STAR crime prevention program. All security doors must be black in color and have a mesh screen. Contact management office for approved doors.

**ELECTRICAL BOXES & METERS:**

Interior and exterior electrical meters, boxes and breakers are the sole responsibility of the unit owner. In the event an exterior electrical box is deemed faulty or needs replaced, the owners sharing the electrical box will share equally in the cost of the repair or replacement.

**FENCES, GATES AND WALLS:**

No owner, tenant, occupant, visitor, or guest shall ever climb upon or over any fence, gate, or wall. No owner, tenant, visitor, or guest shall ever prop open any gate, even for a brief period. Residents are required to make sure all access and locked gates are secure behind them. A \$50 fine shall be assessed for each violation.

**FINES:**

Unless the fine amount is specifically stated, the following fines may be assessed for all other violations of the rules and regulations of the Association:

First offense           \$100

Second offense       \$150

Third offense          \$200

Fines shall increase by \$50 increments thereafter for future violations.

**Appeal process:**

- When a violation notice is sent to an owner, such notice shall include a statement notifying the owner that he/she has the "RIGHT OF APPEAL".
- When an owner desires an appeal, a violation, he/she must notify the management company by writing by certified mail within thirty (30) days of the date of the violation notice.
- Appeals shall demonstrate *extenuating circumstances* which require deviation from the CC&Rs and/or guidelines.
- Appeals shall include all pertinent backup information to support the existence of the *extenuating circumstance*.
- All decisions of the Board of Directors are FINAL and may not be further appealed.
- The Owner appealing the violation will be given written notice that a hearing on the appeal is scheduled.
- The appeal shall be heard in Open or Executive Session.
- The Board President will introduce all parties.

- Lengthy discussions are not a part of an appeal process.
- The owner who is appealing will be asked to state their case and present any applicable documentation.
- Each board member will have the opportunity to ask the owner specific questions regarding the appeal.
- Upon completion of the question-and-answer period, the board president will state that the appeal has been heard, and the board of directors will make their decision in closed session. Written notice of the board's decision will be delivered to the owner within seven (7) working days.

### **FIREWORKS:**

All fireworks are strictly prohibited on the Association's property. No bottle rockets, sparklers, smoke bombs or anything else that is deemed as a firework or that ignites shall be used on the Association's property. A fine of no less than \$500 shall be assessed for noncompliance.

### **FLAGS:**

Owners may display the following flags: The American flag or an official replica of a flag of the United States Army, Navy, Air Force, Marine Corps, Coast Guard, POW-MIA, Arizona State flag, The Gadsden flag, and Arizona Indian Nations flag.

All flags must be displayed in a manner that does not impede the traffic of pedestrians. Any unit owner may display approved flags by affixing flag holders to the frame of the rear door to the unit or inside the patio area, taking caution and care to ensure flags and holders are not creating a hazard for pedestrians. Second and third floor units may also display flags on the inside of their balconies with approved flag holders.

Flags shall not to be displayed in windows, affixed to common area building walls, exterior balcony walls, roofs, draped or protruding over balconies or displayed by hanging from or over balcony walls. All flags must be displayed by using an appropriate flag holder or weighted stand in patio and balconies. No flag, holder or stand shall block entry or egress to any unit nor hinder emergency service workers.

### **FIRE PREVENTION:**

No propane, gasoline or other combustible fluid may be used or stored in the patios, balconies or inside a unit. (City of Mesa 308.3.1.1). No appliances may be stored on a

patio or balcony. A fine of no less than \$250 and no more than \$500 shall be assessed for each violation. E-Bikes, E-Scooters, and other types of electric people moving devices must be stored in the bicycle storage area and not inside of a unit.

Smoke alarms shall be maintained within each unit and must always be operational. (Mesa Code Chapter 6.1.6) All smoke alarms must be replaced every 10 years.

### **FLOORING:**

The Association strongly recommends carpet and padding in the living room and bedrooms for the reduction of noise on the second and third floors. If you are installing vinyl, wood, plank, or any other hard flooring in your unit, you must submit an architectural change form and have written approval from either the Architectural Change Committee (If available) or the Circle Tree Board of Directors prior to installation.

All bare floors must be inspected by a board member or a member of the management team after carpeting has been removed and before new hard flooring is installed. If there are any cracks or deficiencies in the subflooring or gypcrete, you must make proper repairs before the hard flooring is installed and inspected by the Association. Owners must install one layer of 3.3 mm waterproof premium cork underlayment to the bare floor and a minimum (second) layer of 2.3876 mm of foam underlayment on top of the cork. A board member or management will need to inspect the underlayment prior to the hard flooring installation. If any owner fails to abide by the installation requirements and inspections, they must remove all hard flooring and reinstall. The exceptions to the flooring rules are kitchens, laundry areas, and bathrooms.

If your flooring causes noise issues and complaints, even after proper installation, you are not absolved from fines and penalties for noise violations. This is why the Association strongly recommends carpet and padding in the living areas of your unit on the second and third floors. Any violation of the flooring rules will result in a \$50 per month fine until the violation has been cured.

If you are installing a tile floor in the living areas, you will need to install a minimum 2.837mm of foam underlayment to the bare floor and then a layer of 1/8 inch concrete backerboard over the foam underlayment that must be sound deadening. You also must submit an Architectural Change form prior to the insulation. A board member or a member of the management team will need to inspect each step of this process.

**FOR SALE, FOR RENT, FOR LEASE AND OPEN HOUSE SIGNS:**

Owners are permitted indoor or outdoor displays of a For Sale sign and a sign rider by a unit owner on that owner's property. Including a sign that indicates the Unit Owner is offering the property for sale by owner. The size of a sign offering a property for sale shall be in conformance with the industry standard size sign, which shall not exceed eighteen by twenty-four inches, and the industrial standard size sign rider, which shall not exceed six by twenty-four inches.

Temporary Open House signs are permitted; however, temporary Open House signs are prohibited on the Common Elements.

Owners and their agents are permitted to display a For Rent or For Lease sign on or in the owner's unit. For Lease or For Rent signs shall not be any larger than the industry standard size sign of eighteen by twenty-four inches and displayed on or in the unit owner's property.

**GATE/POOL KEYS:**

Owners, tenants, agents, and invitees are strictly prohibited from duplicating any Association gate key. Duplicate gate keys can be purchased from the management company. Any owner, occupant, or agent who duplicates a pool or gate key is subject to a \$250 fine.

Gate keys are not to be loaned to other units.

**HOLIDAY DECORATIONS:**

From, October 1<sup>st</sup> – January 15<sup>th</sup> residents may have holiday decorations on their balconies, windows and doors. No decorations shall be offensive or shall be placed in any common areas of the property. Decorations may not be placed or hung in the flower beds, on bushes, trees or placed into the ground. No decorations shall ever be placed on the walkways, the walkway ceilings, roof, eaves, stairwells, or railings to any buildings. Extension cords must be weatherproof and should not be draped across walkways. Nothing is ever to be attached to the stucco portions of the buildings. The Association will remove any decoration that the Association deems offensive or is improperly attached to any of the common elements or landscape without notice. The Association is not responsible for stolen or damaged decorations. Any item placed in or on a common area that is deemed a hazard will be removed without notice. All Holiday decorations must be removed by

January 15th.

### **INSURANCE & LIABILITY:**

The Association does not provide personal security for owners, occupants or guests. Circle Tree is not responsible for injury sustained through the acts of other owners, tenants or anyone else on the Association property. Owners and tenants are required to obtain insurance for any perceived danger to property or person. The Association is not responsible for damage to personal items, vehicles, or any other property.

### **JURISDICTION AND VENUE:**

In the event that the Association initiates legal action against the owner or owner's tenant, owner, and tenants' consent to venue in a justice court precinct within Maricopa County. Owner and tenants waive any objection to any such venue chosen by the Circle Tree Owners Association or management. So, the Association may keep any claim desired in the justice court system, owner and tenants agree that in any legal proceeding brought by the Association or management company against owner or tenant, the Association may, at its discretion allege the rental value of the owner's unit is less than the actual rental value periodic rental value tenant is charged as set forth in any lease agreement. As homeowner association laws are continuously changing, Arizona State Law will prevail.

### **OWNER DUES:**

All assessments are due no later than the last day of each month. Any unpaid balance will result in a late fee of fifteen (\$15) dollars being assessed and any assessment not paid within thirty (30) days after the due date shall bear at the rate of twelve (12%) per annum. A service charge will be added for returned checks, amended from time to time as bank fees may vary. Any Owner three (3) months or more behind in dues are no-longer considered a member in good standing. Members who are not in good standing are subject to suspension of all privileges and amenities that the Association maintains including, but not limited to: Parking, Pools, Jacuzzi's, Clubhouse, or any other Common Limited Element(s) that the Association maintains. Members who are three (3) months or more in arrears are subject to a lien against the property, garnishment of wages, and all collection and legal costs.

### **SWIMMING POOLS AND JACUZZI:**

All residents and owners use pool and other water features at their own risk. Circle Tree is not responsible for injury or death. No lifeguard is on duty at any time.

Non swimmers must be accompanied by an adult eighteen (18) years of age or older and who is responsible for their behavior and safety. Any incontinent person(s) may use the swimming pool only when wearing properly fitted swim diapers or pants.

No throwing of foreign matter, rocks, stones or debris. Laundry detergent or soaps of any type including bubble bath are not allowed in the pools or Jacuzzi.

No street clothing allowed in any of the pools. Proper bathing suits are required at all times while in the water. Hair curlers and pins must be removed before using the pool.

No tampering with any pool equipment, safety devices, filters, or lights. Safety equipment is for emergencies only and not to be used for any other reason. Tampering with or disabling a safety device will result in a \$200 fine.

Pool furniture is not to be removed from the pool areas or used in the pools. Food and beverages must be confined to the tables. Absolutely no alcohol consumption while at the pool area. No intoxicated persons shall use any pool or water feature. No bottles, glass of any type or any other breakable items are allowed anywhere in the pool areas.

Pool devices such as inflatable balls, rings, flotation devices, rafts that are designed for pool use, are permitted in the pool area, until such a time they become a nuisance to other residents.

Pool hours are between 7:00am and 10:00pm pool access gates must be closed and locked behind you. No propping open pool gates even for brief periods of time. Residents are required to make sure all pool fences are secured upon departure from the pool areas. Climbing pool fences to gain access is strictly prohibited.

Residents are to obey all rules posted on pool signs including, but not limited to: No diving, running, horseplay etc. No diving is allowed in any pool. A maximum of eight (8) people per unit are allowed at the pool/cabana areas at any given time. Gate keys are not to be loaned to other units. Smoking, eating and drinking in the pool and jacuzzi are strictly prohibited.

Pets, such as dogs or cats, are not allowed in the pool or pool area. No loud or boisterous

play, obscene language, roughhousing or loud radios, stereos or boom boxes are allowed in the pool or ramada areas. There is to be no skateboarding, biking, rollerblading, spitting and/or excessive splashing in the pool areas. Any pool shall not be used during repair or maintenance or at the discretion of management. Any such infraction(s) is subject to fines being assessed to the unit as detailed in the fines section of this document.

### **LANDSCAPE:**

Residents are forbidden to plant anything in any common elements of the property. No resident, owner, tenant, or guest shall ever change, alter, or modify any portion of the common elements of the property. Residents are prohibited from digging, watering, or tampering with any of the Association's landscape or irrigation. Unless approved by the Association's landscape committee, board of directors, or management company. No resident shall place or attach anything in or to the common elements such as chairs tables, potted plants, plaques, statues, garden gnomes, fencing or trees, etc.

A \$200 fine will be assessed for any violation(s) of the aforementioned rules and after written notice has been sent to the owner or managing agent. Any item placed in, attached to, or on a common area that is deemed a hazard by the board or management company will be removed without notice.

### **MOVING INTO OR OUT OF THE ASSOCIATION (Time Restrictions)**

New residents, transferring tenants and homeowners are strictly prohibited from moving into or out of any unit in the community before 7:00am or after 10:00pm.

### **NO SOLICITING**

Owners, residents, occupants, and their guests are strictly prohibited from soliciting within Association, including but not limited to:

No flyers, handbills, pamphlets, printed materials, etc.

No soliciting from any group including not for profit organizations etc.

No door to door soliciting for ideals, sales, petitions, or for any other reason.

Pamphlets or any type of printed material is prohibited and shall not be placed on any unit door or in or on any common element. No outdoor rallies or soliciting in the common areas of the Association.

Any violation of the no soliciting rules will result in a fine of no less than \$200 and no more than \$250.



**NO SALES IN THE COMMON AREAS:**

No owner, tenant, resident or their guest(s) shall ever conduct sales in the common areas of the community. No yard sales, sidewalk or parking lot sales etc. A fine of \$200 shall be assessed for each violation.

**PERSONAL ITEMS:**

Personal items of any kind are prohibited from being left in the common areas. This includes bikes, shoes, clothing, towels, games etc. Any personal items found outside of the common areas will be removed and discarded thereafter.

**PEST CONTROL:**

The Association has a regular pest control service for controlling insects in the common areas. If a resident finds pests or insects within their unit, the owner will need to contact a licensed pest control company. Owners are solely responsible for pest control services inside their units, including, but not limited to, ants, bedbugs, roaches, flies, mosquitoes, termites, bees, rodents, etc.

In the event that an owner is negligent in controlling insects, rodents, or other pests inside their unit, the property manager may enlist the services of the Association's contractor after the owner is in violation of pest control requirements for thirty (30) days or longer. The Association will consider this an emergency situation and may execute rights to force entry into the property. All expenses incurred will be the sole responsibility of the unit owner (including costs for pest control, locksmiths, etc.) and the Association may also issue a fine of \$200 for violating pest control rules.

**PETS:**

Owners are restricted to one (1) commonly accepted domestic pet per unit (i.e., dog or cat) under 20lbs. No pet shall roam free of a leash or be tied to any portion of the common areas or doors. Any owner, tenant or their guest(s) found letting their dog run at large without a leash is subject to a \$250 fine for each occurrence. No animal shall ever be brought onto the property that is over or will eventually exceed the 20lb weight limit. Any owner, tenant or guest who brings an animal onto the Association's property that exceeds or will eventually exceed the 20lb weight limit, the owner of said unit will be subject to a fine of no less than \$200 and \$25 per day until the animal has been permanently removed from the property.

No feeding pets, birds or other animals in the common areas, parking lots, hallways,

patios, and balconies except for, the residents appointed by the board that care for the feral cat population. Dog owners are required to immediately clean up after their pets. Any animal displaying vicious behavior(s) must be immediately removed from the community. Noise from pets, especially after 10pm, is strictly prohibited.

Pet owners must walk their dogs to the approved pet stations. Any resident, occupant, or owner who has a dog, must register their dog with the Association's management within 30 days. All dogs living or brought onto the Circle Tree property must have a county license and rabies vaccine. Failure to register any dog with the Association will result in a reoccurring fine of \$10 per day.

Owners' tenants and guests are strictly prohibited from allowing their pets from urinating or defecating on patios, balconies, walkways, or stairwells. Any animal waste unintentionally deposited on a patio, balcony, walkway or stairwell, must be cleaned up immediately. Pet owners are prohibited from feeding animals on patios or balconies. Pet owners may leave water on their patio for their pets. Pets are not allowed to be kept on patio or balconies for any period. A fine of \$100 shall be assessed for each violation.

Bird feeding, except for hummingbirds, is prohibited anywhere in the complex. Feeding of any animals, birds or pigeons etc. in the common areas is strictly prohibited. A fine of \$100 shall be assessed for each violation.

Please report barking dogs or animal cruelty directly to the City of Mesa Animal Control and the Association's management office.

#### **REASONABLE ACCOMMODATIONS:**

For a reasonable accommodation requests under the Fair Housing Act, please contact management.

#### **RENOVATION AND CONSTRUCTION:**

Construction and renovations of the units must be carried out no earlier than 7:30am and no later than 6:30pm. All construction materials must be hauled off the property.

Dumpsters are not to be used for construction waste. All construction dust and debris must be removed from hallways, walkways, and all common elements of the property daily. Construction vehicles are prohibited from using other residents covered parking spaces and will be subject to towing. Any damage caused to the Association's property will be charged to the homeowner, including but not limited to cleanup and repairs.

**REGISTRATION OF OCCUPANTS:**

All occupants, owners, tenants and lessees must be registered with the Association within 15 days of occupancy. Failure to register with the Association will result in a \$15.00 fine. A \$25 registration fee is applicable on rental units. All tenants and owners must be registered with the Association before parking permits, gate codes or gate keys can be issued. Parking permits and pool keys will not be issued to any unit unless the occupants have been registered with the Association.

**RENTAL AND OWNER OCCUPANCY RESTRICTIONS:**

1) The Association prohibits the occupancy and/or residency of any level two or level three sex offender(s) who are required to be registered pursuant to A.R.S. section 13-3821 and who are classified as level two or level three offenders, and regardless of if they own, rent, lease or share/room their unit with such offender. In other words, all level two, and level three sex offenders are strictly prohibited from ever occupying any Unit within the Association. Owners are required to perform reliable background checks on all tenants. Owners must provide enough information to affect a criminal background check before occupying a Unit in the Association.

2) The Association prohibits the occupancy and/or residency of any convicted felon(s) whose conviction(s) are less than 7 years and regardless of if they own, rent, lease or share/room their unit with such felon. In other words, no convicted felons whose convictions are less than 7 years old shall ever occupy any Unit within the Association.

3) Section 8.17 AMENDMENTS TO THE DECLARATION OF THE HORIZONTAL PROPERTY REGIME AND DECLARATION OF THE COVENANTS CONDITIONS AND RESTRICTIONS FOR CIRCLE TREE CONDOMINIUMS is hereby clarified:

No resident shall cease their occupancy if they are on vacation, on military leave, are a seasonal resident or hospitalized for more than ten (10) consecutive calendar days.

Violation(s) of the Rental and Owner Occupancy Restrictions will result in a \$250.00 fine each thirty (30) days until the restricted person has vacated the Unit.

**RENTAL UNIT FEE:**

A \$25.00 fee will be charged for each new tenancy on rental units. The owner, or their agent, will have fifteen (15) days, after receiving the postmarked request, to pay the \$25.00 registration fee (paperwork). The Association does not charge a rental fee (paperwork) for the renewal of a lease. After a notice to the owner, or their agent, a \$15.00 fine will be

assessed for any missing or incomplete paperwork. Parking permits or gate keys will not be issued to any owner, occupant, or resident until they have been registered with the Association.

### **ROOFS:**

All owners will notify the Association's management before any contractor enters upon the roof for satellite dishes, HVAC repairs, or replacements. Homeowners, tenants, guests, or invitees are prohibited from entering the roof unless they are a licensed, bonded, and insured contractor.

### **RULES REGARDING THE PAYMENT OF THE ASSOCIATION'S INSURANCE DEDUCTIBLE:**

1. Except as set forth in paragraph 5, below, if damage(s) occurs solely to one unit, the owner of the unit shall be responsible for payment of the insurance deductible in full. In the event that the cost for such repair, replacement, or restoration to such unit is less than the insurance deductible, the owner shall be responsible for full payment of the cost for repair, replacement, or restoration thereof, unless the damage(s) was caused by another owner's negligence or actions.
2. Except as set forth in paragraph 5, below, if damage(s) occurs to more than one unit, but not to the Common Elements, the deductible shall be prorated based on the percentage of damage caused to each unit. In the event that the cost for such repair, replacement, or restoration to such units be less than the insurance deductible, the owners of the units affected shall be responsible for full payment of the cost for repair, replacement, or restoration thereof, unless the damage was caused by another owner's negligence or actions.
3. Except as set forth in paragraph 5, below, if damage(s) occurs to more than one unit and to the Common Elements, the deductible shall be prorated based on the percentage of damage caused to each unit and the damage caused to the Common Elements. In the event that the cost for such repair, replacement, or restoration to such unit(s) and the Common Elements is less than the insurance deductible, the cost for repair, replacement, or restoration thereof, shall be governed by the Declaration.
4. Except as set forth in paragraph 5, below, if damage(s) occurs solely to the Common Elements, the Association shall pay the deductible unless the damage is caused by an owner's negligence or actions. In the event that the cost for such repair, replacement, or restoration to the Common Elements is less than the insurance deductible, the cost for repair, replacement, or restoration thereof, shall be governed by the Declaration.
5. If the negligence or actions of the owner (or the owner's residents, tenants, or guests)

cause the damage, the owner shall be responsible for the full amount of the deductible. In the event that the cost for such repair, replacement, or restoration to a unit or the Common Elements is less than the insurance deductible, the owner shall be responsible for full payment of the costs thereof.

6. The Board shall determine the amount of deductible or cost incurred if the amount is less than the deductible to be paid by each party. If an owner is required to pay a deductible or cost incurred, if the amount is less than the deductible, related to the repair of any unit or common elements other than the owner's unit, the Association shall charge the owner for the cost of the deductible, or cost incurred if the amount is less than the deductible. Any such costs shall be assessed exclusively against the owner's unit; such assessment shall constitute a lien against the defaulting owner's unit and may be collected in the same manner as assessments.
7. If damage is caused to the common elements that is not covered by insurance, and if such damage was caused by the negligence or actions of the owner, or an owner's residents, tenants, guests, or household pets, the Association shall charge the owner for the cost to repair such damage, which cost shall be paid by the owner, upon demand, to the Association. Any such cost shall be assessed exclusively against the owner's unit; such assessment shall constitute a lien against the defaulting owner's unit and may be collected in the same manner as assessments.
8. If damage is caused to one unit by another unit, the owners of the units involved shall be responsible for determining which is responsible for paying for the damage and paying for any deductible or cost thereof if less than the deductible. The Association does not intend to get involved in disputes between owners regarding damage.
9. Each owner needs to be aware of the amount of the Association's insurance deductible so that the owner carries proper insurance coverage to meet any gaps in insurance coverage. Each owner should check with his insurance carrier to ensure that his policy will cover the cost of the Association's insurance deductible.

#### **RULE - MOLD:**

1. The owner of the unit is responsible for all remediation of mold that occurs within a unit. The owner is also responsible for remediating any mold to the common elements or any units if the damage is caused to either the common element or units by the act of neglect of an owner, or his invitee, or guest, or other authorized occupant, or visitor of such owner, or due to the owner's failure to comply with any of the above provisions. If the owner is responsible for remediating any mold as set forth in this paragraph, the owner must provide the Association with certification that the mold has been properly remediated. Furthermore, the owner is responsible for remediating any mold on any

items contained within the unit, including, but not limited to, costs of cleaning contaminated furniture, clothing, or floor coverings. Additionally, the owner is responsible for any other costs that may be associated with mold within the unit, including, but not limited to, the cost of alternate lodging, legal fees, or storage until the mold is remediated.

2. In the event that an owner refuses to remediate the mold in the common elements or any units which was caused by the act of neglect of an owner, or his invitee, or guest, or other authorized occupant, or visitor of such owner, the board, an authorized contractor of the Association shall be entitled to reasonable access to each of the units as may be required in connection with the mold remediation, and shall have the authority to remediate such mold and to do whatever may be necessary for such purchase and all expenses in connection therewith shall be charged to and assessed against the defaulting owner's unit, and may be collected in the same manner as assessments.
3. In the event that the board, the manager or managing agent, receives information of possible mold infestation, the Board has the right, but not the obligation, to test questioned common elements or unit(s). If mold is discovered and is the result of the act of negligence of an owner or his/her invitee, or guest, or other authorized occupant, or visitor of such owner, all expenses to the Association, including but not limited to, the cost of the testing shall be charged and assessed against such owner and such assessment shall constitute a lien against the owner's unit and may be collected in the same manner as assessments. Also, if mold is discovered as a result of this testing, its remediation is subject to paragraph 1 or 2 above.

#### **RULES REGARDING MAINTAINING UNITS TO PREVENT WATER LEAKS:**

1. Each owner must provide the name of the owner's insurance company, agent name, address, and telephone number to the Association within thirty (30) days from the date the Association requests this information (through the board or management agent).
2. Each owner shall install steel-braided toilet tank, fill hoses with steel connectors and ball valve shutoffs at the wall. These will replace the fill hoses with plastic connectors at the toilet tank and screw-type shut off valves. This provision is not applicable if the owner has installed braided fill hoses with steel connectors.
3. Each owner shall install steel-braided washer hoses to replace plain rubber hoses provided at purchase. This provision is not applicable if the owner has installed steel-braided hoses.
4. Each owner shall install copper, steel-braided, or nylon mesh tubing on ice maker

- refrigerators to replace plain plastic tubing. This provision is not applicable if the owner has already installed authorized tubing as described above.
5. Each owner shall install steel-braided hoses with steel connectors and ball valve shutoffs at the wall connecting all bathroom or kitchen sink(s) to its water supply. This provision is not applicable if the owner has already installed authorized hoses and connectors as described above.
  6. Each owner must install copper or steel-braided hoses with steel connectors on all dishwasher and all water connections. This provision is not applicable if the owner has already installed authorized hoses and connectors as described above.
  7. Each owner shall replace the water heater and expansion tank if it has not been replaced since issuance of the original certificate for the unit. In addition, each owner will replace their water heater no less than every seven (7) years. Each owner must provide proof of age and date of installation of the hot water heater to the Association within thirty (30) days from the date that the Association requests this information (through the Board or management agent).
  8. If an owner leaves a unit vacant for more than 30 days, the owner shall shut off all water valves inside the unit so as shut off water to the greatest extent possible. Without limiting the foregoing, the water valve to the water heater must be shut off and circuit breaker to the water heater must be turned off. Furthermore, if an owner leaves a unit vacant for more than 30 days, the owner shall have a person perform bi-weekly inspections of the unit to ensure that no water leaks or other damage has occurred.
  9. Each owner must allow the Association reasonable and timely access to the unit to make necessary inspections and repairs. Each owner shall provide the Association with a contact person with appropriate contact information, including telephone numbers. Each owner must also leave a key to their unit with the management company if such owner or tenant is unavailable for inspection and/or potential repairs by the Association.
  10. Each owner shall replace their water heater when such water heater reaches seven years of age. Each owner shall replace their unit shutoff valve with a ball valve.
  11. Any owner, member of the owner's family, owner's resident(s), tenant(s), or guest(s) are prohibited from throwing or flushing any foreign object (i.e., any item that is not intended to enter into the sewer/plumbing system) into the sewer/plumbing system, including, but not limited to, female hygiene products, and paper products, other than toilet paper.
  12. Each owner shall be responsible for the repair or service upon a sewer/plumbing line exclusively serving or uniquely related to their unit and their own expense, whether

such need for repair or service is caused by any foreign object or the like.

13. In the event that any foreign object (as discussed in paragraph 11 of this section) has caused the need for repair or service upon a sewer/plumbing line that serves the common areas or forms part of any system serving more than one unit, the cost of such repair shall be charged and assessed against such owner and such assessment shall constitute a lien against the owner's unit.
14. Any owner or tenant who observes a leak or flood in their unit, or a potential water leak coming from the roof, must contact the Association's management company immediately. Failure by an owner to comply with these rules will be deemed to be negligent on the part of the owner.

### **SATELLITE DISH:**

All satellite dishes are to be installed on the roof of the buildings and are not to be visible from the street. No dishes are ever to be attached to balconies or sides of the building walls.

Dish providers must tripod your dish on the roof; there is to be no roof penetration. Dishes are never to be mounted on parapet walls, nor shall cable(s) be attached to any walkway, walkway ceiling, or stairwells.

Coaxial cable must be affixed neatly to the buildings in the least obtrusive manner. Wires or cables must not drape, hang freely, or be installed through windows. All cable wires or coaxial cable wiring should exit and enter from the rear of the unit. Cables must be painted to match the color of the building. An architectural form and dish form must be submitted prior to installation of a dish.

Dish provider must contact the management before and after any such installation begins and after its completion for inspection and approval. Owners are solely responsible for any damage to the roof or any part of the building structure caused by the installation of a dish. If your dish is not currently installed to these specifications, please call your dish provider and have them reinstall your dish immediately. Owners will be held ultimately responsible for all damages caused by the improper installation of any such Satellite Dish. Circle Tree encourages all owners to review these rules with their tenants.

### **SATELLITE INTERNET DISH / ROOFS:**



All owners will notify the Association before any contractor enters upon the roof(s) for satellite or air-conditioning repairs. Homeowners, tenants, guests, or invitees are prohibited from entering the roof unless they are licensed, bonded, and insured contractors. The Association is not responsible for any personal property as a result of a roof leak. Homeowners, tenants, guests, and invitees are solely responsible for carrying insurance for any loss of personal property.

### **SECURITY:**

The Association does not provide personal security for owners, tenants, or their guests. Our security company does patrol the property daily as a deterrent. Security will only respond to noise complaints such as loud music, loud televisions, and barking dogs. Security does not handle parking complaints or crimes in progress. For crimes in progress, please dial 911. To report suspicious activity on the property, please call the Mesa Police on their non-emergency number (480) 644-2211. Misuse of the security vendors dispatch center, or the HOA emergency line will result in a \$100 fine per call.

### **SECURITY DOORS:**

Security doors must be black in color and must conform with others in the community. Security doors must have a mesh screen type covering and must be kept clean and free from stains, faded paint, and cobwebs. Please contact the management office if you wish to install a security door.

### **SELF SHOWING OF UNITS PROHIBITED:**

Owners and their agents are strictly prohibited from the self-showing of unit(s) that is for sale, for rent, or for lease. In other words, an owner or their agent must be present when showing a unit that is for sale, for lease, or for rent. Owners and their agents are strictly prohibited from giving gate codes or access keys to anyone who is not a registered resident or a homeowner. A fine of \$100.00 shall be assessed for each individual violation.

### **SHORT TERM RENTALS PROHIBITED:**

In accordance with Article 8 of the Covenants, Conditions and Restrictions requires that NO owner shall ever use their unit for transient/hotel purposes. Each lease on a rental unit shall be for 30 days or longer. Any unit owner found in violation of this restriction shall be assessed a fine of no less than \$150.00 per day.

### **SHOPPING CARTS, RENTAL BIKES & RENTAL SCOOTERS ARE**

**PROHIBITED:**

Owners, tenants, guests, and invitees are prohibited from bringing shopping carts, rental bicycles, and rental scooters onto the Association property. A fine of \$75 shall be assessed for each violation.

**TENANT LANDLORD:**

The owner of each unit is responsible for the actions of the occupants of their unit, including their guests, relatives, pets, and tenants. Landlords must inform their tenants of the Circle Tree Crime Free Requirements and the Association's participation in the City of Mesa's TRI-STAR Crime Prevention Program. Owners and agents must also provide their tenants with a complete set of Rules & Regulations.

Landlords must include in their rental agreement a provision for the removal in the event of any unit's occupants commit a criminal act. A criminal act is a gross violation of the law such as theft, burglary, vandalism, robbery, sex offenses, drugs, etc.

Landlords must notify the management when the unit is vacant and provide keys to the office staff in case of emergencies such as fire or flood. Owners must immediately notify the Association's management company should they have a flood, fire, or catastrophic loss. Please instruct your tenants to call 911 first in the event of a fire or life-threatening emergency.

Tenants and residents are encouraged to report any domestic disturbances or any suspicious activity on the premises to the Mesa Police on their non-emergency number (480) 644-2211.

**TRASH DISPOSAL:**

To reduce insects, odors, and potential rodent problems, beverages and candy wrappers will be placed in the dumpsters or with bagged household garbage. Trash is never to be left in front of a unit, on walkways, patios, or balconies. Break down all boxes before placing them in the dumpsters. Furniture, appliances, all construction materials, or other items too large for the dumpsters must be taken to a landfill or donated. No owner, resident, tenant, or guest is to ever rummage through or remove items from dumpsters. A fine of \$150 shall be assessed for each violation.

The beige and brown round trashcans around the parking areas and the Ramadas are not intended for household trash, pizza boxes etc. The trashcans are for small items like cups, tissues and wrappers. A fine of \$50 shall be assessed for any violation of this rule.

Any owner, resident, guest, or tenant found leaving large items, furniture, construction materials or appliances, etc. in or next to the dumpsters, or any other location on the property, is subject to a fine of no less than \$250 and \$100 per item disposal fee. Dumpsters are for bagged household trash only.

### **UMBRELLAS:**

Umbrellas are allowed on patios only. Umbrellas must be tan or beige, and must be in good condition free from tears, holes, stains, or fading.

### **UNIT IDENTIFICATION NUMBERS:**

All units must display a three (3) inch set of commercially produced metal unit numbers on the front door or frame of their front door. White, black, gold, or silver metal colors are permissible. Stickers and/or decals are prohibited.

### **VIOLATION - APPEAL PROCESS:**

To appeal, owners must appear and state their case at the next closed or open session meeting of the Circle Tree board of directors after written notice has been sent to the last known address on file with the Association.

If a homeowner wishes to appeal a violation, they have thirty (30) days to send a written response to the management company by certified mail. After receiving your response, you will be given an opportunity to address the Board at a regular meeting (See: Appeal Process section of FINES in this document.) If you have any questions or comments, please contact the management office. You may also have the option to petition for an administrative hearing at the Arizona Department of Real Estate pursuant to A.R.S. Section 32-2199.01 (this was formerly handled by the Department of Fire, Building, and Life Safety).

### **WATERBEDS:**

Waterbeds are strictly prohibited on the second and third floors.

### **WINDOWS AND COVERINGS:**

Window coverings such as blinds and curtains, or drapes must be neutral in color; (i.e., beige, white, tan, or brown). Window coverings are to be kept neat and clean in appearance without damage (i.e., no broken, warped, or damaged blinds). Curtains must be clean and acceptable condition without stains, tears, holes, or rot. Window glass must be clean and transparent. Screens must be clean of dust and cobwebs. Signs, stickers, and decals are prohibited unless they are commercially produced alarm or medical decals.

Balcony windows are permitted and must be white in color. Windows must be the full length and height of the balcony opening. If you wish to install a balcony window, you must submit an architectural change form prior to installation. All other living room, bathroom, and bedroom replacement windows must be beige in color and will also requires an approval.

Conforming 90% black sunshade screens are permissible and must be kept in good condition. Reflective window coverings, such as aluminum foil, reflective glass, mirrors, tint, window film, or similar items are strictly prohibited as well as stained glass or any type of decals or stickers. Windows must be free from breaks, cracks, and must be cleaned on a regular basis. Window screens must be clean and in acceptable condition. Torn or damaged screens must be replaced or repaired. No reflective materials shall be installed or placed on the inside or outside of any window or door.

### **WINDOW LEDGES:**

Inside window ledges must be kept clean. Nothing may be placed in the window ledge that is visible to other owners or residents.

### **Emergency & Fire Alarm Evacuation Rules**

Do you know what to do if a fire alarm is sounding in your building? Do you know where to go during a building Evacuation?

(Every owner, tenant and resident will be expected to know and abide by all information contained in this message.)

Any resident who smells smoke or spots a fire should immediately call 911 and then contact the Association's Emergency Line (480) 788-7658. Anyone found parking in a fire lane is subject to a \$250.00 fine and towing of their vehicle at the owners' expense.

### **EVACUATION PROCEDURES:**

EVERY FIRE ALARM MUST BE TREATED AS A REAL EMERGENCY! Please read through the instructions on this page(s) as it will make your experience during an evacuation (due to a fire alarm or other emergency in which an evacuation is needed) easier and with less confusion!

- (1) When you hear your fire alarm sounding, the most important thing is to REMAIN CALM. Do not Tamper with the alarm. Any individual who tampers with the fire system will be fined \$1,000.00 and may be held financially responsible for any repairs that need to be made.
- (2) Everyone inside and around the building must evacuate to their DESIGNATED evacuation point which is the front of the CLUBHOUSE on West Holmes Avenue, or wherever fire or police officials instruct residents to be.
- (3) Do not hesitate to leave your Unit.
  - A. Take your keys with you and shut all doors behind you. Be sure to grab your cell phone with you if it is convenient so you are able to communicate with friends and family during the evacuation if needed. Do not go back into a burning or smoking unit to retrieve anything including cell phone or keys. Leave your unit unlocked.
  - B. Head directly to our evacuation point (Clubhouse) or wherever fire or police officials' direct you. Do not linger around the building. There are a lot of people that need to evacuate and the best thing to do is to keep the same areas clear for those still evacuating. Fire department personnel and vehicles may also need to access to the building, so residents must be at their evacuation point to avoid getting in the way.
- (4) Once you have evacuated, head directly to the Clubhouse or the evacuation point and check in with a staff member. It is important that all residents check in, so we know if anyone is left in the building. If your roommates are not on-site and you know where they are, please inform Circle Tree staff of their whereabouts as it is important that all residents are accounted for, especially in a real emergency.
- (5) Once check in, please stay at the evacuation point to receive further instructions from management staff or the fire department.
- (6) You May not re-enter the building until it is safe to do so. The fire department will determine when residents can re-enter a building. You May not re-enter the building even the fire alarms have been silenced: you must wait for clearance from staff or the fire department to re-enter the building.

All Circle Tree residents and their guests, must follow all instructions from Circle Tree staff, and the Fire Department. Please note that any resident or guest, who fails to evacuate a building will not only be in violation of rules and regulations, local state and federal laws and Circle Tree's policy on Fire Evacuation: In addition, any person who fails to evacuate or fails to follow staff instructions during a building alarm, evacuation or fire may be fined up to \$1,000.00 by the Association.

The best way to stop a fire is to prevent it from happening in the first place. Please remember that it is everyone's responsibility to practice good fire safety. Do not tamper with your smoke detectors. There is a \$500.00 fine if you are found to have tampered with your smoke detector(s) in your Unit. In addition, residents & owners may be held financially responsible for any damages due to tampering with the building's fire system or unsafe practices & conduct.

No materials shall be placed over light bulbs for any reason.

The use of halogen lamps is not allowed.

Flammable/explosive liquids may not be stored on property.

Walkways and fire exits may not be blocked in any manner.

Gas and propane tanks are strictly prohibited from being stored inside or outside of your unit.

No cooking on patios, balconies or anyplace other than your kitchen or the designated BBQ Area(s).

Every Unit must have the minimum of one working smoke alarm. Any smoke alarm 10 years or older must be replaced. Failure to have a working smoke alarm in your unit results

in a fine of no less than \$1,000.00.

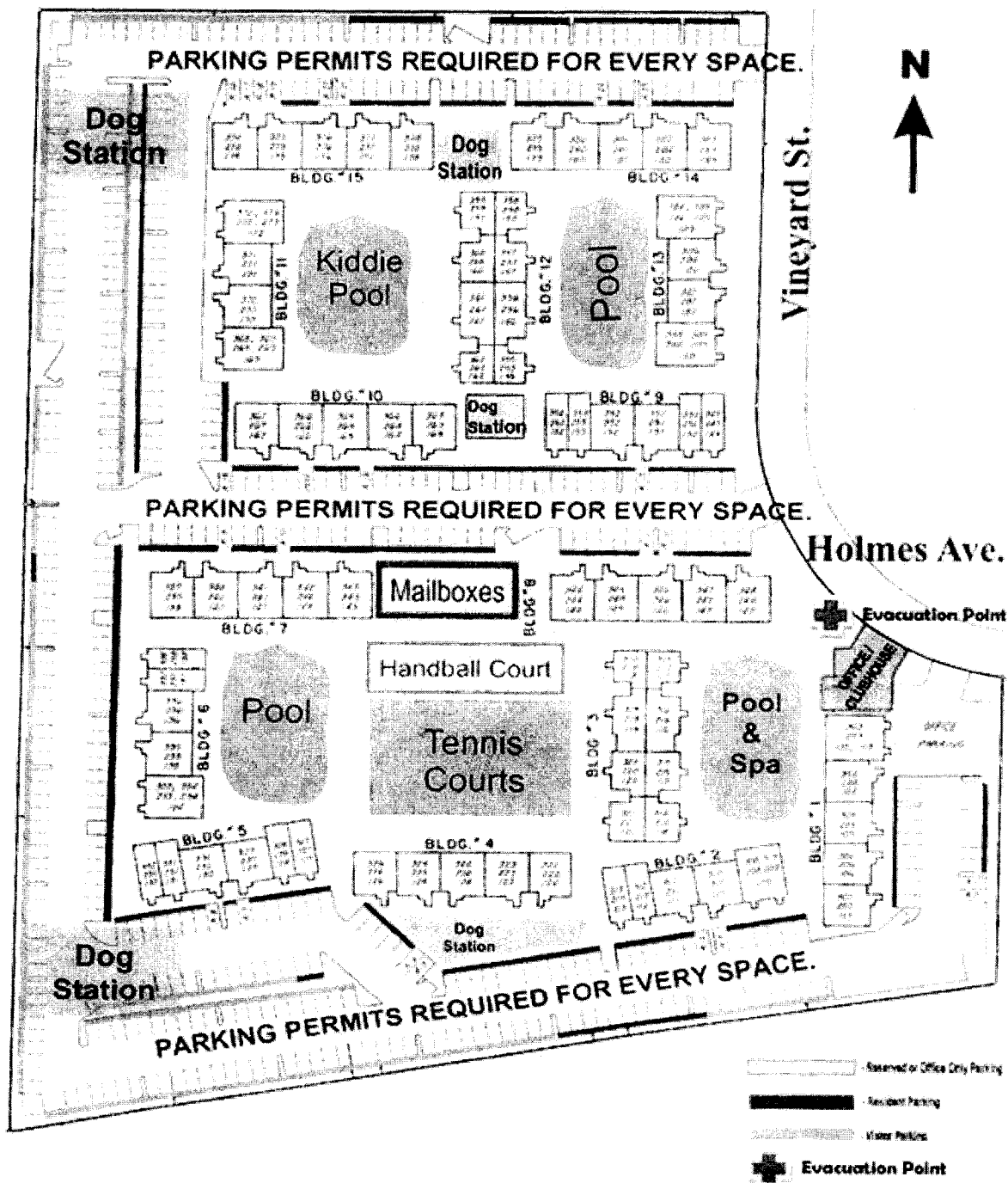
If you have any questions about practicing good fire safety or about the fire evacuation procedure, please feel free to contact your Community Manager (480) 655-0311

### **RULES COVERING FIRE EVACUATION PROCEDURES, FIRE LANES, & MANDATORY SMOKE ALARMS.**

1. The resolution provides an established evacuation/fire procedure.
2. Mandatorily requires each unit to have a minimum of one working smoke alarm in each unit and allows the Association to fine any owner in noncompliance and to assess a fine no less than \$1,000. For the noncompliance violation.
3. Increase the fine for parking in a fire lane from \$50 + towing, to \$250 + towing.
4. Prohibits the storage of propane tanks, flammable liquids, or explosives in a unit. Also prohibits the use of halogens lamps.
5. Provides for a \$1,000.00 fine for any owner, tenant, or resident who tampers with, or destroys any fire extinguisher, extinguisher box, lavatory alarms, clubhouse fire alarms (the fire system) etc.
6. Provides for a \$1,000.00 fine to any resident who fails to follow staff instructions during an emergency or fire.
7. Restates other fire safety restriction(s) as outlined in the Rules and Regulations.
8. Provides fire safety and prevention information to all residents.
9. Allows for a \$500 fine to any tenant, guest, or resident who tampers with a smoke alarm.
10. May hold tenants and owners financially responsible for violations.

# WELCOME TO CIRCLE TREE CONDOS

461 WEST HOLMES AVE; MESA, AZ 85210





IN WITNESS WHEREOF the undersigned, Hereby certify that these Rules and Regulations was duly adopted by the Owners as of this 24 day of September, 2025.

By: Lori Coulter  
Vice President - Circle Tree Owners Association

STATE OF ARIZONA

County of Maricopa

On this 24<sup>th</sup> day of September, 2025 before me, the undersigned notary public, personally appeared Lori Coulter, know to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose therein contained.

My Commission expires 02 / 23 / 20 29

[Signature]

Notary Public Notary Seal

