DESERT RIDGE CONDOMINIUMS RULES AND REGULATIONS

In these Rules and regulations, all references made to owners shall include members of their families, their guests, residents, tenants, lessees, or employees of said owners. Dated December 12, 2014

VEHICLES/PARKING AREAS

- 1. Each unit shall have one carport space assigned to the unit, as designated by the number on the front of carport, and one additional space unassigned space.
- 2. All vehicles shall be parked within designated parking areas.
- 3. Vehicles must be currently licensed, in operating condition and have a valid parking pass. Vehicles must be moved weekly to demonstrate they are not being stored or abandoned.
- 4. Vehicle maintenance within the common area shall be limited to minor work that does not:
 - Disable a vehicle for more than 24 hours
 - Creates a general nuisance such as noisy bodywork
 - Cause any spills or the area to be unsightly
- 5. Washing vehicles in the parking lot or the carport areas is limited to wipe-down cleaning. Cleanup by our staff of large oil drips, mud, debris, etc., will be charged to the unit owner
- 6. The lots are regarded as common grounds; hence, are subject to the Covenants and Bylaws, which prohibit any business activity, such as a yard sale or advertising a vehicle for sale.
- 7. All recreational vehicles including, but not limited to campers, boats, trailers, ATVs, and snowmobiles, shall be placed in an off- premises storage facility.
- 8. All vehicles belonging to or under the control of owners shall be parked in such a manner as not to impede or prevent ready access to any entrance or exit or parking space to another owner.
- 9. Parked vehicles in violation of any of the above rules will be "red-tagged" and towed, after Three (3) days notice- at the owner's expense
- 10. Vehicles parked in a space assigned to another resident, may be towed with NO notice at the owners expense
- 11. There are three (3) Parking permits, 2 regular and 1 guest. A property owner may delegate the use of the permits to his tenants. The permits are to be transferred upon the sale of the property to subsequent owners. Lost permits may be replaced by payment of the fee referenced in the Fee Schedule.

PATIOS AND BALCONIES

- 1. Nothing shall be placed, stored, or used by an owner, on a patio or balcony except firewood, (neatly stacked) patio furniture, barbeque grill, planters, or satellite dish. Chimes, bird feeders, and thermometers are also permitted.
- 2. Nothing shall be hung from a balcony, except no more than 2 planters. All exceptions must be approved by the board.

GENERAL

- 1. Owners shall exercise reasonable care to avoid making or permitting to be made, loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, television sets, amplifiers or any other instruments or devices in such a manner as may disturb occupants.
- 2. No large furniture or other large items like computers, TV's small refrigerators, chairs, toilets, sinks, carpets, old furniture, etc. are to be put in the dumpster. It is for trash only. All other items are the responsibility of the tenant or owner and are not to be left in the enclosed area where trash bins are located.
- 3. The Association assumes no liability nor shall it be liable for any loss or damage to articles in any common areas.
- 4. Any owner selling or renting a unit shall provide the new owner or tenant with a copy of the Rules and Regulations.
- 5. No commercial sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by any owner on the outside of said condominium or on the inside of any window of said building. Real Estate and political signs are permitted on lawns.
- 6. All Association billings are due and payable within 15 days of receipt. The Association shall have the authority to assess penalties for late payments.

COMMON AREAS

- 1. Nothing shall be placed, stored, or used by an owner in any common area, except as permitted on patios, balconies, and parking areas.
- 2. Except the designated pool area, the common areas shall not be used by any unit owner or tenant for any other purpose than entrance to and exit from the units, parking, and trash removal.
- 3. Nothing shall be done by any owner to the exterior of the condominium building or any structures which would alter the appearance of a common areas, without with written approval from the Association.
- 4. As defined under Section 2.4 of the Condominium Declaration document, an owner has exclusive use of certain common elements, called Limited Common Elements, and a carport space designated by unit number. Each owner has the responsibility to keep such Limited Common Elements in a neat and clean order, so as not to detract from the appearance of value of the Desert Ridge complex.
- 5. Any damage to any of the common elements by an owner, or tenant, shall be repaired by the Association and the charges for such repairs shall be billed to the owner. Any such bill not paid within 30 days of the billing date shall be an assessment to the unit owner and the remedies for such assessment shall be those as found under Article X of the aforementioned condo declaration.
- 6. All common element mechanical equipment shall be serviced and maintained at such times as determined by the Association and all owners are expressly prohibited from servicing, maintaining, or handling such equipment.
- 7. The occupancy of any unit shall be limited to NO MORE than 3 adults, 13 years of age or older, unless otherwise authorized in writing by the Association.
- 8. Owners are permitted to keep 2 pets per unit. Weight limits for dogs is 35 lbs. Exceptions must be approved by the board. Current dogs of residents as of December 2014 are grandfathered in. All pets are to be kept inside the unit except for the times that they are walked on a leash outside in the common areas. All waste matter from pets is to be picked up promptly and disposed of in the dumpster.
- 9. The floor areas of the 2nd and 3rd floor units shall be covered with carpet or other approved flooring that provides reduction of sound and is approved by the board. This will minimize the transition of sound through the floor.
- 10. The storage of any volatile or explosive chemicals, liquids, or materials is strictly prohibited in any designated storage area.
- 11. Proper and customary window coverings are acceptable. All temporary window coverings shall be permitted for a period of 6 weeks after occupancy.

VIOLATIONS

- 1. All complaints concerning violations of these Rules and Regulations, or any other complaints shall be duly presented in writing to the Association and shall be held in confidence
- 2. Failure to comply with any of the above Rules and Regulations after a 30-day notice is given to the owner in violation of any said Rules and Regulations, the Association shall have the authority to assess a reasonable penalty for such violations.
- 3. The Schedule of fines will be as follows: (please refer to the DRCA Fine and Fee Schedule document for full accounting)
 - FIRST NOTICE: Issued in writing
 - **SECOND NOTICE**: Fine issued
 - SUBSEQUENT NOTICES: Fine issued is increased
 - **FAILURE:** Failure to pay will result in collection action
- 4. If any Rules and Regulations shall be in conflict with any of the terms and conditions of the aforementioned declaration or any amendments thereof, the Declaration and its Amendments shall supersede.

Last Reviewed/Updated: 10/23/2022 (Consolidated from published version and version in title packet)