

**AMENDED ROYALE GARDENS II
RULES FOR THE ASSOCIATION**

Mission Statement

The Board of Governors, (“Board”) is responsible for managing and enforcing these Rules and Regulations (“Rules”) for the benefit of the Association, in compliance with the Arizona laws and statutes governing the AZ Condominium Act. The Board is committed to preserving Royale Gardens II’s Historical Property designation and will work with homeowners to maintain that status. These Rules and Regulations serve to provide an overview of the Rules and Regulations that govern our community. Homeowners should refer to the CC&Rs for the full legal language.

Definitions

Unit Owners:

Refers to title or record owner, or a purchaser under a contract or agreement of sale. Both the owner and tenant are responsible for complying with the Rules.

Common Elements & Limited Common Elements:

Includes all real property owned by Royale Gardens II, such as roadways, sidewalks, curbs, parking areas, swimming pool, and utility lines. Personal property shall not be left in these areas.

Limited Common Elements:

Areas maintained by the Unit Owner, including roofs, atriums, balconies, courtyards, and connected systems like pipes and service lines.

Architectural and Landscaping Guidelines:

All architectural and landscaping elements of the community are governed by the Architectural Handbook, which may be updated from time-to-time.

Common Elements cannot be altered without board approval.

Pets

Number of Pets:

A maximum of two domestic pets (dogs, cats, or birds) are allowed per unit.

Behavior:

Pets must be kept on a leash in common areas and must not cause excessive noise, odor, or become a nuisance.

Waste Removal:

Pet owners are required to remove their pets' waste immediately from common areas.

Pet Structures:

No pet houses, cages, or training equipment can be placed in any common areas where they can be seen by others.

Outdoor Display of Flags and Signs (political and for rent/for sale)

Permitted Flags:

The following flags may be displayed without ARC approval as long as they do not exceed 3 feet by 5 feet, and are displayed in compliance with the Federal Flag Code. Flags must be mounted on the unit, and no more than one flag may be flown at a time.

- American flag
- The POW/MIA flag.
- The Arizona state flag.
- An Arizona Indian nations flag.
- The Gadsden flag.
- A first responder flag. A first responder flag may incorporate the design of one or two other first responder flags to form a combined flag.
- A blue star service flag or a gold star service flag.
- Any historic version of the American flag, including the Betsy Ross flag, without regard to how the stars and stripes are arranged on the flag.

Political Signs:

The indoor or outdoor display of a political sign by a unit owner by placement of a sign on that unit owner's property, including any limited common elements for that unit that are doors, walls or patios or other limited common elements that touch the unit, other than the roof. Homeowners may not display political signs:

1. Earlier than seventy-one days before the day of a primary election.
2. Later than fifteen days after the day of the general election.
3. For a sign for a candidate in a primary election who does not advance to the general election, later than fifteen days after the primary election.

For Rent/For Sale:

Each Unit Owner is allowed one industry standard sized For Sale sign when listing a house for sale. Once Close of Escrow has completed, it is the responsibility of the Homeowner's responsibility to fill the hole with compacted soil/dirt. Should the installation/removal of the sign damage the sprinkler system, Homeowner will be liable for repairs.

Unit Security Signs:

A maximum of one security or alarm sign is allowed per Unit, shall be kept in good shape, and shall not be located more than 12" from the exterior of the residence or residence wall.

Decorations:

Holiday Decorations

Display Period: Holiday decorations are allowed up to 30 days before and two weeks after holidays. If a holiday (such as Thanksgiving or Christmas) falls midweek, unit owners may begin decorating up to 7 days earlier than the standard 30-day period and may leave the decorations up to two weeks after the holiday.

Lighting: Holiday lights cannot shine into neighboring units or cause disturbance. If a homeowner would like to decorate in the common area please submit a request for board approval.

Garden and Exterior Features:

Garden Pots: Limited to two per unit, must be in good condition, and should not obstruct common areas. (refer to CC&Rs for units 1901-1912 and 1913-1944)

Fountains, Statuary, and Exterior Art: Require prior approval if visible from common areas.

Garden Furniture: Must be of good condition, compatible with the unit's design, and well-maintained.

Playground Equipment: Not allowed if visible from common areas.

Window and Patio Accessories:

Window coverings such as, but not limited to, aluminum foil, reflective or colored window tinting, cardboard, brown paper, newspaper, blankets or anything not made for residential window coverings will be permitted. No metal awnings, or metal patio covers are permitted. All other types of Window Awnings, Window Treatment and Coverings, Patio Shade Coverings must be presented to the Architectural Committee for discussion and approval prior to any improvements begin.

Resale of Units; Information Required (ARS 33-1260)

Unit Owners must provide potential buyers with required documents per ARS 33-1260, please refer to Arizona Revised Statutes and the Arizona Department of Real Estate to ensure that you are in compliance.

Resale of Units; Fees:

When reselling a unit within Royale Gardens II, certain fees may be incurred to cover the costs associated with preparing and providing necessary documentation. Below is a detailed explanation of the fees that may apply during the resale process, including conditions under which they are charged. Please refer to Exhibit 1 for a full breakdown of all fees.

It's important to note that if there are multiple purchase contracts for the same unit, the association may charge the applicable fees for each new request, even if the sale is not finalized. These fees are typically collected at the close of escrow. However, if the sale does not go through, the fees may still be billed to the unit owner.

Resale Disclosure Fee:

The association may charge a fee of up to \$400 to cover the costs of preparing and delivering the necessary resale disclosure documents. This fee applies regardless of whether the sale is completed.

Rush Service Fee:

If the resale disclosure documents are required within 72 hours, the association may charge an additional rush fee of up to \$100.

Document Update Fee:

If more than 30 days have passed since the original disclosure statement was issued, and an update is needed, the association may charge a document update fee of up to \$50. This

fee also applies if multiple requests for the same unit are made with different purchase contracts or escrow companies.

Penalties for Improper Fees:

The association is not allowed to charge or collect fees related to resale disclosure, lien estoppel, or any other services related to property transfer unless specifically authorized. If the association charges improper fees, it may be subject to a civil penalty of up to \$1,200.

Rental Units

Approval Required:

All new units intending to use their units as rentals must be reviewed and approved by the Board. Please consult the CC&Rs for a full description of our Rental Restrictions. Here are some key things you need to be aware of:

- 1) You must obtain acknowledgement from the board prior to intending to rent your unit for the first time.
- 2) Subletting is strictly prohibited.
- 3) No short-term rentals for leases less than 12 months
- 4) You must live in your unit for 2 years prior to renting (for new homeowners).
- 5) There is an existing rental cap and a waiting list may apply.
- 6) Tenants must follow all HOA rules, and owners are responsible for tenant compliance.
- 7) Owners must provide the HOA with a completed Tenant Information Form, found on our community website, along with the required application fee (per A.R.S. § 33-1260.01(C)).

Parking:

General Rules

Both leased and owner-occupied units must follow parking rules designed for community safety and accessibility. Full-time parking is restricted to the unit's attached garage. Consistent, long-term alley, garage apron and street parking (including E. Medlock Dr.) are prohibited, except for temporary loading and unloading. Requests for temporary use of the garage apron must be approved by the Board. The Association is not responsible for any damage or theft, and vehicle owners park at their own risk.

Parking Use and Restrictions for Medlock Drive:

Only cars and trucks are allowed to park on Medlock Drive. Motorhomes, campers, boats, trailers, and similar vehicles must receive permission from the Board in the 1900 block. Guests should park only in straight curb sections, and no parking is allowed in "REDMARKED" lanes, which are reserved for emergency vehicles.

Dedicated Parking Pads

Parking pads, or parking spots, off the alley are for short term use and are not owned by specific homeowners. For guests using these spaces for more than one day, the Unit Owner must provide written notification to the Board with dates of use, vehicle color, vehicle type, and license number.

South Alley Parking

Parking in the South Alley, owned by SRP, is permitted but not managed by the association. Use of this area is at the vehicle owner's risk, and the association holds no responsibility for any incidents. The association may impose fines and have vehicles towed for violations.

Temporary Parking

Temporary parking on Medlock Dr. may be approved by the Board on a case-by-case basis for extreme hardship or short-term needs. All requests must be submitted via email, and any granted exceptions will be reviewed.

Alley Care and Trash Receptacles:

Each unit Owner is responsible for keeping the common area in alley at rear of his/her unit neat and tidy. This includes the south area, adjacent to the SRP property, that we have an easement and right to use.

Driving Speed

Please observe a ten (10) miles per hour speed limit in the 1900 block of East Medlock Drive and in alley areas.

Swimming Pool and Recreation Area:

Pool Hours:

Official Pool Hours are 6:00AM to 11:00PM. Homeowners using the pool under alternate hours must be aware of Arizona Noise Ordinances.

Rules:

- Absolutely no glass containers in the pool area.
- No pets allowed in the pool or gated area.
- Children under 14 must be accompanied by an adult that is inside the fenced pool area.
- Guests not staying overnight must be accompanied by the Unit Owner.
- Residents and their guests are responsible for ensuring the pool area is clean after use.
- For parties and gatherings, please be considerate to others and keep the noise level down.
- Do not prop gates open.
- Proper swimming attire must be worn in the pool.

Lanai Reservations:

The Lanai can be reserved by unit owners for private events, except on national holidays.

The Lanai may be reserved only by the Owners of a Unit. Please contact the Board email for the Secretary to check on availability in advance. A sign will be posted in the Lanai area and/or on the community calendar.

The swimming pool may not be reserved, Residents may use the pool even if the Lanai is rented and being occupied.

All events or parties must terminate at midnight, but must be mindful of noise restrictions guided by City of Phoenix Noise Ordinances. Clean up is the Residents /Users full responsibility. Failure to clean the space before the noon of the following day will result in Fines, and possible loss of privileges.

Drones

Arizona Federal and State law will be followed for the protection of the community, which restricts the use of drones in a residential setting. The HOA is a multi-unit property with close-quarter urban living spaces restricts the take-off, landing, or flying of a drone anywhere in the community. Homeowners and tenants are encouraged to follow these laws for the safety of all residents. Any unresolved concerns about drone use should be reported to local law enforcement.

The exception to a commercial licensed drone for the controlled use for real estate appraisal and or home sale photographs, restricted to only the Owners Unit engaging this

company and they must follow all privacy laws for the state (Phoenix City Code 24-49 // 2016).

Noise

Disturbance of the peace

Maricopa and Phoenix city codes prohibit excessive, unnecessary, or offensive noise that disturbs the peace of neighbors. Noise disturbances, including loud music, animals, or any disruptive sounds, are illegal between 11:00 PM and 6:00 AM or 7:00 AM in Phoenix (depending on time of year). Residents are asked to monitor the noise levels of activities such as gaming, TV, music, and gatherings, especially in shared or open areas, to respect the quiet and comfort of others in the community.

Construction Noise

Construction Workers and Noise from owners, tenants and contractors are prohibited from making noise Monday – Friday from 8:00 PM and 5:00 AM with the exception for Saturday-Sunday work can only occur 7:00 AM to 7:00 PM. Hours may adjust in the summer months for heat.

In the case of emergency repairs, please communicate with your neighbors and the board out of courtesy.

Fire Safety

The Phoenix Fire Code prohibits the use of charcoal burners, propane and other open flame cooking devices inside garages, or under roof overhangs and non-ventilated spaces.

Complaints, Suggestions or Inquiries from Unit Owners

If you have an inquiry, suggestion or complaint these must be put in writing. Forms are on the website. If applicable, please send an email to the board email at board@royalegardensii.com. The Board will consider and address appropriately, either in the next open meeting or as required by the nature of the request.

If a complaint is between unit owners, and the two of you are the only ones involved, the Board suggest that you handle the matter directly with the other unit owner. If it is not possible to resolve, or a matter that concerns more than one other unit owner, The Board will consider the actions needed and advise parties of next steps.

Fees and Fines (Exhibit 1)

The Board has the authority to set, adjust, and enforce fees and fines as outlined in the Royale Garden II governing documents. These rates may be modified by the Board to ensure compliance with Arizona statutes and to cover the costs of services provided to owners, tenants, and third parties acting on their behalf.

Fee Amounts and Terms:

FEE CATEGORY	AMOUNT	TERMS
Monthly Assessment Late Charge	10% of the monthly assessment	Payment due on 1 st , Late on the 16 th
Transfer Reserve Capital Fee – Paid by Seller @ Escrow Close	0.25% per arm’s length transaction CC & R’s	Collect by Escrow at sale.
Owner Escrow Documentation & Certifications for Sale – Fee is billed to Unit Owners Bill regardless of sale completion.	\$400/ request on sale Rush Fee \$100.00 Update Fee \$50.00	Complete and provide package. This fee may be charged, for multiple requests with different purchase Contracts & Escrow Companies.
Parking Violations	\$25.00	If towing is involved actual cost will be added.
Architectural Violations	Ranges \$25 - \$500.00	Fine is charged per notice and may include legal costs.
Owner to Provide Tenant Information Form (new lease only)	\$25.00	ARS 33-1260.01, Due prior to move in with signing of lease
Violation or fines – Late Fee	\$15.00	Fee for being late after 10 days
Drone Violation Fee	\$100.00	Each violation and per occurrence

The Homeowner or Violator will receive a notice of violation and may resolve the matter quickly with the Board, if this is not resolved within TEN (10) days, the Unit owner will be fined. The payment of the fine will be due within TEN (10) days, failure to pay the fine will result in a Late Charge of \$15.00 and will be placed on the Homeowners Bill to be paid. Failure to resolve payment may result in the Board filing a lien against the residence of the Unit Owner and shall be enforceable under the AZ Statutes, and the power granted to the Board in the By Laws.