

Runaway Point Owners, Residents and Tenants

Enclosed is a copy of our most recently updated and approved HOA Rules and Regulations. Please read this summary document carefully to ensure clarity and understanding. Condominium owners are responsible to ensure that all residents, guests and visitors are aware of the Runaway Point Rules and Regulations and that they conduct themselves accordingly.

Unit owners who rent or lease their condominium are responsible to provide and review copies of the Runaway Point Rules and Regulations with each tenant and ensure that each tenant understands and agrees to respect our policies, rules and regulations.

- Any breaches of these Rules and Regulations by tenants, guests or visitors remain the responsibility of the unit owner.
- Tenants who have any questions or problems with the condo or the related common area must first contact the condominium unit owner or the owner's Management Company.

All owners are responsible to complete and maintain the **Resident and Vehicle Declaration** page at the back of this document – both for themselves and for any current tenants. Unregistered or inoperable vehicles may be towed at the vehicle owner's risk and expense. Forward completed copies to:

Carlee Collins carlee@heywoodmanagement.com or mail to her at Heywood Management,

42 S. Hamilton Place, Suite 101 Gilbert AZ 85233

Emergency Phone 480.820.1519

Heywood Management Website: hello@heywoodmanagement.com

Contacts: Chris WEISS (480) 550-8734 or Carlee Collins (480) 420-1706

Runaway Point Website: runawaypointhoa.com

We are committed to keeping our community safe, clean, quiet and respectful of our neighbors - and ask that you help as well. If you see garbage on the grounds, please pick it up and throw it in the trash bin.

Serious safety issues involving a crime or fire should be reported immediately to **EMERGENCY 911** or

- **Tempe Police Department 480.350.8311** (Non-Emergency)
- **Tempe Fire Department 480.858.7200** (Non-Emergency)

If you see anything suspicious, please call the Tempe Police. If you experience or witness any problem of a criminal nature, please make a police report. Letting the police know when we are having problems in our neighborhood encourages them to patrol the area on a more regular basis.

This information is designed to ensure the peace and enjoyment of all residents. The Board and the Management Company will make every reasonable effort to ensure our owners, residents and guests are treated fairly, with dignity and with respect. We ask that you provide that same level of respect in dealing with ourselves and with each other.

THANK YOU, Your Runaway Point Board of Directors

GOAL STATEMENT

The Board of Directors of Runaway Point has a responsibility to ensure that community-minded policies are established and maintained. Our intent is to create a safe and pleasant community that respects the rights of individuals to enjoy their living environment while maintaining similar rights and property values for all.

ACCEPTANCE OF POLICIES

Each owner of property within Runaway Point agrees, by acceptance of a deed to their property, to comply with the Association's governing documents - including the Declaration of Covenants, Conditions and Restrictions (CC&Rs), the Articles of Incorporation, the Rules, Regulations, By-Laws and Policies of Runaway Point Association and the Lakes Community Association (LCA).

Each owner, regardless of how they acquire title to their Runaway Point property, shall pay to the Runaway Point Association immediately upon becoming an owner, a transfer fee in the amount set by the Board of Directors. This fee will be deposited into the Capital Reserve account for Capital Improvements. This is a one-time fee and is separate from the HOA assessment fee. This fee is typically paid at the closing.

ASSESSMENTS: Assessments are to be paid at the beginning of each quarter (January, April, July, October) to Heywood Management Company. Owners are responsible for setting up this payment. Late fees will be added should payments be late.

New owners should ensure in writing that there are no outstanding Association related issues or infractions with the unit at time of ownership transfer as these costs may transfer to the new owner.

The following summary document is not to be construed as complete in its entirety. The Covenants, Conditions & Restrictions and the Bylaws of both Runaway Point and The Lakes communities should be consulted for a complete listing of all community policies, rules and regulations.

CONVEYANCE OF POLICIES

The owners of each unit are responsible for the conduct of their residents (family, tenants, guests or visitors) and for the conveyance to all residents and guests/visitors of these rules and regulations. Individuals who remain unaware of our Rules and Regulations may unwittingly cause extra work and added cost for the Association and for the Management Company.

Whenever you have **tenants, whether renting or leasing your condo**, please give a copy of these Rules and Regulations to your tenants; review this document with them and ensure they understand that the unit owner is responsible for their compliance. Doing so will ensure our entire community is educated on our rules and regulations and helps us to maintain a stronger communal relationship with all residents.

Unit owners may be fined for any ongoing violation of these Rules and Regulations.

RENTALS: SHORT TERM or LONG TERM: Runaway Point strictly follows the City of Tempe laws & regulations pertaining to short term rentals. Any owner who uses a management company for short or long term rentals, must have this information on file with Runaway Point's Management Company. It is the owner's responsibility (or their management company) to make sure that tenants have a copy of these Rules & Regulations. See Addendum dated for latest update.

The HOA will continue to hold owners responsible for knowing about and following all Short Term rental laws and following all rules and/or laws implemented by Runaway Point, the city, state, or county. Currently, we are asking owners who are doing short-term rentals to inform all condo residents close to their condo that they are running a short-term rental. Any owner who is renting their condo MUST legally be licensed and paying taxes to the City of Tempe as well as keeping Heywood Management up-to-date with all contact and emergency information regarding the management company if the owner is working with one. Owners are fully responsible for ensuring that renters are thoroughly aware of, informed and follow ALL Runaway Point R &R's.

Runaway Point Rules for short term rentals (30 days or less):

A short-term rental is defined as a contractual rental for a stay of less than 30 days. Property is rented at Runaway Point condo by a condo owner or assigned representative of the owner such as a management company. Runaway Point HOA prefers short-term rentals be at least a week (6-7 nights) each.

Owners or their assigned representative must follow the rules agreed to by Runaway Point HOA until such time as any updates or changes are made.

1. Owner or their assigned representative must ensure that Heywood Management as well as all neighbors living above, below and across/side of their unit are aware of the unit being used as a short-term rental and all need to have owner or representatives up-to-date contact information.
2. Owner or their assigned representative must have their unit registered as a “short-term rental” in accordance with the City of Tempe requirements and if necessary, Maricopa County requirements.
3. No pets are allowed for any short-term rental.
4. Short-term renters must abide by the policies & rules of the Lakes Clubhouse, if they are approved to use these facilities.
5. Owners must have Runaway Point Rules & Regulations available for renters in the unit and are responsible for their guests following HOA rules & regulations.
6. Owners are responsible for making sure that if a renter uses the Runaway Point community pool, that the pool rules are followed, and the area is left cleaned up.

Runaway Point Rules regarding longer term rentals:

1. (PRIOR TO LEASE SIGNING) All rentals where an owner will allow a tenant to have a pet dog: Owner or rental agency, must follow the policy set by Runaway Point that is –only one dog 45 lbs. or less is allowed. All dogs are to be spayed or neutered and have updated rabies shot. Heywood Management must be contacted and sent information regarding the dog's information for board approval. This must be done PRIOR to signing a lease with said renter.
2. All rentals where an owner will allow a tenant to have a pet cat: Owner or rental agency must follow the policy set by Runaway Point, that is: all cats are to be spayed or neutered, vaccinated and kept inside or limited to the patio area in the upper units.
3. Within 15 days of a lease being signed, the owner must send Heywood Management the contact information of the renter and if the renter has non-related family members over the age of 18 who will be living in the unit, this information must also be included. This information (name, current phone number, vehicle make, model and license plate number) will be kept on file at Heywood Management.

4. Renters must abide by the policies & rules of Runaway Point HOA and the Lakes Clubhouse, if they are approved to use the Lakes facilities.
5. Owner is responsible for ensuring that the renter has the latest copy of the Runaway Point Rules & Regulations. Contact Heywood for this or go on the Runaway Point website: <https://runawaypointhoa.com>.

COMMON AREA, GROUNDS AND LANDSCAPE

The Association contracts with several companies to maintain the safety and appearance of common areas, grounds, landscaping and parking lots. Concerns regarding these common areas should be reported to the Management Company. Problems concerning the safety of residents should be reported immediately.

Owners and/or tenants are responsible for the cleanliness and appearance of their respective carport, entryway, and patio / balcony areas. These areas are intended for the private use and enjoyment of unit owners/tenants, but they remain part of the HOA common property and are governed accordingly. No change to the original appearance of the structure is allowed without written approval of the Board.

Trash bins on the property are for household trash only and are not to be used for disposal of remodeling debris, furniture or major appliances. Large items can be disposed of by calling the City of Tempe and arranging to have these items picked up - charges may apply. All other trash must be put directly into the bins; please do not leave any trash outside of the bins. Please remove tobacco butts, beer cans, food wrappers or other garbage from the common areas. Pick up and dispose of trash in the bins provided.

A **separate recycle bin** has been placed at the western end of the property beside unit #129 for those things that are recyclables. Please do not put disposable trash in this bin.

Pigeon Netting: The HOA added nets over the roof air conditioner units to stop pigeons from breeding & nesting under the units. It is now the owner's responsibility to ensure that these nets are removed and re-attached properly when replacing your air conditioner and/or maintenance is done. If the net is compromised, please contact the HOA property manager.

GREEN SPACE / PARK AREA

This private park area is intended for Runaway Point residents' use and enjoyment. Dogs with their owners are welcome as long as each dog is properly supervised. All dog feces are to be bagged, sealed and properly disposed of in a trash container. Please do not litter or leave personal property in the park or any other common property area. Children **MUST** be supervised by an adult 16 years or older at all times. Gates should always be left in the closed and locked position.

WINDOWS, DOORS, AND SLIDING GLASS DOORS

The existing architecture is to be respected throughout. **Doors or windows should not be replaced unless pre-authorized by the Board. Original unit numbers must be left on the entry door, and all doors will be painted the standard condo colors.**

The front entrance door cannot be changed (i.e. taking out the window and replacing it with a door) without prior pre-authorization by the Board. Security screens are allowed without pre-approval as long as they are steel or anodized bronze in colors of gray, beige or white. Maintaining, repairing, replacing or adding new windows, window screens, screen doors or sliding glass doors remains the responsibility of the owner. Any physical change must be approved by the Board in writing prior to replacement; window frames can be vinyl beige or anodized bronze (to match existing.)

The original Runaway Point condo windows and sliding doors are all custom sized. If an owner wants to replace any windows or sliding doors, an application with photos must be submitted to the board for approval prior to agreement with the window company. New frames and windows must be the same size as original frames and windows.

WINDOW TREATMENTS FACING OUT

Bed linens, towels, sheets, reflective foil, flags, etc., are not allowed as window coverings. Suitable window treatments shall be neutral in color (white, beige, taupe, light gray) and appear in good repair.

PATIOS, BALCONIES AND FRONT DOOR AREA

Owners and/or tenants are responsible for routine maintenance, cleanliness and appearance of their entry way and patio/balcony areas. Failure to comply may result in warnings or fines. It may also result in the HOA taking appropriate action to clean up the area and to bill the owner.

Rear patio/deck flooring was originally cement. Owners are encouraged to cover the cement flooring with tile. Do not use indoor/outdoor carpeting. The owner is responsible for maintaining this floor area.

This is not a storage area. Please keep all outdoor areas free of garbage bags, storage boxes, recreation and/or exercise equipment, misc. construction gear, etc. Hanging of laundry items (clothing, towels, etc.) is not allowed in any open area. Indoor furniture, kitchen appliances or other major items may not be placed or stored within the balcony or patio area on a long-term basis. Any exceptions require written Board approval.

The Board must pre-approve any external changes, additions or modifications of any kind, including misters, awnings, changing or modifying patio light fixtures (i.e. adding fans), etc. Satellite dishes cannot be attached to the building wall or roof membrane. Any satellite dish installation must be pre-approved through the Management Company. (Please see Satellite Dish / Cable Installation Policy).

The Board does not need to approve items such as outdoor rated patio furniture, electric barbecues, plants and flower boxes; the United States flag is permitted if hung properly and of an appropriate size. Christmas lighting is allowed during the holiday season but should be removed on a timely basis. **All bird feeders are restricted with the exception of hummingbird feeders.**

New plantings, such as trees of any kind, cactus plants and climbing vine type plants that attach to the condo walls are strictly prohibited. Small plants are allowed to be planted in patio area without board approval and maintenance is the owner's responsibility. If trees or cactus already exist, and the owner does not elect to remove them, all maintenance

and/or damage caused by the previously planted trees or cactus will be at condo owner's expense. Damage would include, but not be limited to, damage from tree/cactus falling, damage to plumbing and pipes, damage to existing concrete. Trees should not impede on adjacent condo or block view for neighboring condos.

The Tempe Fire Ordinance regarding open flames (propane/charcoal grills, firepits, smokers, etc. SECTION 308 OPEN FLAMES is as follows:

Section 308.1.4 is hereby amended as follows:

308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on balconies/patios or within 10 feet (3048 mm) of any structure.

Fire pits, fire pots, and/or bbq smokers or other items with potential for an exposed or open flame are a fire hazard and strictly prohibited.

In addition to above, Open flame cooking devices such as charcoal or propane grilling devices & Outdoor Heaters are prohibited. Electric grills are allowed.

PARKING AND VEHICLES AND USE OF CARPORTS

Each unit has one assigned carport for the parking of one motorized vehicle. Vehicles parked in the carport shall not extend beyond the frame of the carport. The carport area is restricted to vehicle parking only and is not to be otherwise used as a storage area, with the exception of mounting a bike rack. All common area parking space is often at a premium and at times unavailable. Please use your assigned stall for long-term parking of seven (7) days or longer.

Fire Lanes must be kept clear. Double or tandem parking creates a safety hazard and is not allowed. Unattended vehicles parked in a fire lane or other No Parking area may be towed without further notice.

No washing of cars on the premises. Vehicle repair is limited to one eight (8) hour time period between 8 AM – 6 PM only to change a battery or something simple and non-invasive. Do not use carport as a repair shop. No working on vehicles or other projects in carports between the hours of 6 PM – 8 AM. **Inoperable vehicles, and/or those with expired license tags, shall not be parked anywhere on the premises - including car ports. Vehicles will be considered inoperable if the vehicle is parked and has a flat tire, leaking fluids, major body damage, visibly covered with dirt and dust; out of date registration; parked in one spot for longer than 15 days; etc. Any exceptions require Board approval.**

Oversized commercial vehicles are not to be parked overnight on the premises. Parking of recreational vehicles, boats and/or trailers is limited to twenty-four (24) hours. Vehicles not in compliance will be tagged with a 24-hour warning then towed at the owner's risk and expense.

The parking lot areas will not be used for vehicle storage. There are currently thirty-seven (37) unassigned parking stalls to be shared among fifty (50) units. This lot is restricted to resident or visitor parking only and will be monitored on an "as required" basis. No vehicle shall occupy more than one parking space.

Vehicles parked in the parking lot in one spot and not moved for fifteen (15) days, and/or vehicles not properly registered with the Management Company, or any vehicle that has an expired license

tag, or inoperable vehicles may be towed at the owner's risk and expense; additional fines and fees may also be levied, as appropriate.

If a vehicle owner is parked in the parking lot and the owner will be going out of town and therefore unable to move the vehicle for fifteen (15) days, you must contact the Management Company and let them know. Otherwise the owner risks towing of the vehicle.

Guests may park over night, but only if space is available.

In emergency situations or if any vehicle is illegally parked, the vehicle may be removed immediately and without further notice. Otherwise, reasonable attempts will be made to contact the vehicle owner prior to it being towed; a notice will also be attached to the vehicle indicating the date and time after which the vehicle will be towed. If the vehicle is not removed in a timely manner following such notice, the city police department will be contacted and provided with all pertinent information. Finally, a towing company will be contacted and arrangements made for vehicle removal at the owner's risk and expense.

POOL AREA

The pool is open for all residents and guests accompanied by the resident; all use is at your own risk. Children under the age of 16 are NOT permitted at the pool area without continued adult supervision.

Common sense pool rules (such as no pets, no running, no diving, no glass etc.) are to be followed at all times. There will be no glassware of any kind allowed in the pool area at any time.

Pool hours are from 8 AM – 10 PM daily. Please respect your neighbors - no noise is permitted between the hours of 10 PM to 8 AM.

The pool area is provided with a lockable unisex restroom which should be kept clean for the next user. This bathroom is available for use from the Memorial Day weekend until the Labor Day weekend only during normal pool hours. The bathroom will remain double locked at all other times. Please report any problems to the Management Company immediately.

For the safety of residents, and by Arizona statute, pool gates must remain in a closed and locked position. Pool keys cannot be duplicated. It is the owner's responsibility to supply the tenant with this key. If you need a new key, please contact Heywood Realty and pay a \$25 deposit for each key requested.

PETS

We respect the right of an owner or their tenant (if approved by the owner) to have a pet. Standard household pets (cat, one dog, pet bird) are allowed. The following animal restrictions apply:

- [One dog limit 60 lbs or under.](#)
- [Service Dog: Owner MUST contact their veterinarian & complete proper supportive paperwork and submit to Heywood Management within 30 days of moving in, or immediately if already living here. Any non-compliant owner is considered in violation and will be fined accordingly.](#)

- No animals allowed, of any kind, which display significantly aggressive behavior towards humans or other animals.
- All pets in common areas must be spayed or neutered and have proof of vaccinations.
- All dogs in common areas must have a current dog tag, be leashed and be under the immediate control of a responsible person at all times.
- Keep cats inside the condo.

Animal feces can be a significant health hazard. All dog refuse is to be immediately picked up, placed in a bag or other sealed container, and disposed of in a suitable trash container. Fines will be imposed on anyone who does not immediately pick up after a dog under his/her control and responsibility. We should not have to ask this, but please do not throw anything into the lake.

Pet owners who do not comply with these rules may receive a letter from our attorney evicting the pet from the property. Should a person's dog become a nuisance in the community by continual barking, being aggressive toward other animals or humans etc., then suitable action may be taken to evict the animal from the property. The condo owners will be responsible for any fines, legal fees, medical bills and/or damage caused by their animal or their tenant's animal.

CHILDREN

Parents remain responsible for the supervision of their children at all times. Parks and play areas for children are provided throughout The Lakes community. Toys, including bicycles, are not to be left unattended on the grounds nor may they obstruct walkways. For safety and/or liability reasons, no playing, ball games, bicycle riding, skating, skate boarding, etc., in the parking lot or on the open grounds or sidewalks. Children may play within the fenced park area if supervised by an adult, as previously stated. No playing on or at the boat dock area or near the lake.

Under no circumstances are children under the age of sixteen (16) to be left alone at the pool or dock areas.

NOISE

Please be considerate of your neighbors; noise should be controlled at all times. Loud vehicles. Loud music, loud talking on the patio and in the parking lot, slamming doors, walking with heavy footsteps, and yelling to someone when outside of your residence often disturbs others.

Construction hours for any remodel are from

7 AM – 7 PM. Fines may be imposed on anyone in violation. As a courtesy, please inform your immediate neighbors if you are planning any construction prior to the work commencing.

The use of consumer fireworks in or on HOA property is strictly prohibited.

DOCKING OF BOATS

Boat docking privileges require HOA approval; monthly fees apply. Please see attached Runaway Point Boat Dock Policy. Boats must be maintained, in running condition and properly secured at this dock.

LATE PAYMENT OF DUES AND OTHER FEES

Like many other associations, Runaway Point HOA must impose a regular schedule of dues and other fees that enable us to run and maintain our property in a manner suitable to all unit owners. In the past, certain unit owners were unable or unwilling to pay all dues, special assessments and/or fines on a timely basis and as required by their agreements with the HOA. Some of these debts have run into many thousands of dollars and, in several cases, became unrecoverable by the HOA.

In order to address this situation and in an effort to protect the ongoing financial health of the Runaway Point HOA, the Board of Directors has devised a plan whereby we may initiate a water restriction policy for those units in arrears for more than 120 days and \$1200 in debt to the Association.

This policy is in effect and will be implemented as follows:

- In the event that a condo unit is in arrears, the unit owner will receive written notification from the Management Company advising of the current financial situation and giving the owner a prescribed time limit to make arrangement for payment.
- If no response is received within the allotted time frame as stated in the notice, then a second notice will be posted on the door of the unit advising the owner that the water service to the unit will be disconnected if payment in full is not received before the time listed on the notice.
- If no suitable response is received from the owner on a timely basis, then the main water valve for the unit will be shut off and a lock box attached to the valve at the owner's risk and expense, pending satisfactory resolution of accounts.

We regret having to develop this policy and will only implement same as a last resort, but the Board is compelled to manage the financial resources of our community in a way that is most fair for all owners.

if an owner is having difficulty making assessment payments, he/she must contact the Management Company well in advance of this situation.

MAINTENANCE AND REPAIR POLICY:

The Association is generally responsible for the upkeep, maintenance and repair of all common areas, the building envelop (roof, outer walls, common walls and foundation footings) as well as all common or joint use plumbing and electrical sub-structure.

Owners are responsible to maintain and repair all windows, doors and internal elements associated with their personal use and possession. This includes, but is not restricted to, sole use plumbing and electrical elements (including piping and conduit), internal wall and ceiling structure, drywall painting, flooring, cupboards, etc.

PLUMBING REPAIRS:

When owners experience a water leak that is urgent, the owner should contact the Management Company. If the owner thinks it is a leak from a common pipe, please initiate a service request on the web at: hello@heywoodmanagement.com. Heywood Management will then dispatch a properly qualified plumber to determine and assess the cause of said leak. The HOA will pay for this initial

assessment as long as the problem is not obviously internal to the unit. **Failure to follow this process may result in the HOA refusing to accept responsibility for any repairs and/or related costs.**

The HOA will initiate and pay for any required plumbing repairs as a result of a leak in common property plumbing. Repairs will be carried out in the most cost-effective manner possible and may require the cooperation of neighboring unit owners to facilitate such repairs. The HOA will help to coordinate repair or maintenance issues between multiple units/owners.

The HOA strongly suggests (for personal insurance and liability reasons) that such contractor be properly licensed. **Please ensure you have adequate home owners insurance. Remodeling hours are between the hours of 7 AM – 7 PM.**

In the case of a plumbing leak from the wastewater pipes, the HOA is responsible to cover everything up to the raw drywall (so framing, the plumbing/electrical inside the wall, subfloor, roofing systems, and raw drywall). The unit owner would be responsible for anything that is affixed to that drywall (so texture/paint, floor coverings, fixtures, cabinetry, etc.). All other costs (drywall painting, floors, etc.) remain the responsible unit owners' in which case the owners may initiate repairs using a contractor of their own choosing.

What costs are covered by the HOA?

- HOA covers potable water and wastewater piping from the entry at the interior wall for the condo unit to the exterior common junction of these pipes to city services.
- The HOA will cover the cost of repairing common wastewater pipes that are leaking and proactively replace other common pipes if discovered during repair.
- HOA will cover cost of drywall that has been opened to inspect or repair leak.

What costs are not covered by the HOA?

- Condo owners shall cover all other costs or contact their respective insurance company to get any other damages from leak fixed and paid for. Their insurance company can contact the HOA insurance company to coordinate cost responsibility along with any renter's insurance if applicable.
- HOA does not cover water heaters, water softening systems, R.O. systems, washer hoses or general plumbing maintenance such as drain rooting.

Who does the owner contact once a leak is detected?

As soon as a leak is detected, owner of condo should contact Heywood Management via phone & put in a service request on Heywood's website or on the front page of our website:

runawaypointhoa.com A link to the service agreement can be found on the front page of our website: **runawaypointhoa.com**

A courtesy notification will be made by Heywood to the HOA President. Once notified, Heywood will:

- Contact a plumber to come and evaluate. After evaluation, Heywood will contact the owner within 48 hours to discuss if the leak is an HOA fix. If HOA fix, the plumber will contact owner/renter to schedule initial visit.
- Contact all condo owners impacted by leak.

- Coordinate with all condo owners/renters impacted and keep them updated on work throughout the process.
- Coordinate access to any units needed to evaluate to fix leak.
- Coordinate with plumber thru conclusion of project.

Plumber used should be from the preferred list for Runaway Point. This will ensure that cost is appropriate, and that the plumber is familiar with Runaway Point. If condo owner chooses to contact their own plumber (not on the preferred list), prior to contacting Heywood and the leak is the HOA responsibility, the costs may not be covered by the HOA. If leak repair is not the responsibility of the HOA, then the owner can choose their own plumber. However, it is recommended that they still use a plumber from the preferred list since these plumbers are more familiar with Runaway Point.

MEETINGS:

All owners in good standing are welcome to attend and participate in Board meetings. If you have something you wish to discuss or add to the meeting agenda, please place your request in writing to Carlee Collins or Chris Weiss at Heywood Management at least one week prior to the next scheduled meeting date.

The Board Meeting schedule is subject to change. Board Meetings are usually held at the LCA Community Center on Lakeshore Drive or on RING. **The meeting place is at the Board's discretion.** Meeting notices are typically emailed (if we have your email address) or posted on the property mail boxes. Please contact Heywood Management to confirm the next scheduled meeting date, time and location.

The Annual Meeting is held once a year at the Board's discretion. This meeting is usually held sometime in October at the LCA Community Center. Owners will receive a mailing regarding the meeting date with a voting ballot which may be mailed in or brought to the Annual Meeting.

POSTING OF NOTICES

From time to time, workers cleaning gutters, painting, repairing roofs, etc., may be using ladders or may have a need to come on a balcony or patio area to facilitate necessary maintenance work. We do not always have advance notice but if we do then notices announcing such work will be posted on each mailbox.

UPDATING OF RULES AND REGULATIONS

The Rules and Regulations documentation shall be reviewed on an "as needed" basis to maintain currency and compliance with the Association's governing documents, including the Declaration of Covenants, Conditions and Restrictions (CC&Rs), the Articles of Incorporation and related By-Laws.

Amendments supersede and replace previous Rules and Regulations documentation previously adopted by the Association.

Attachments:

- Boat Slip Policy
- Satellite Dish / Cable Installation Policy (must be pre-approved)

- Property Management Policy (must be mailed to Heywood Management)
- Vehicle Registration Policy (must be mailed to Heywood Management by every owner.)

BOAT SLIP POLICY

The Home Owners Association own and maintain a set of boat slips. As such, the HOA has defined rules and expectations for those renting a boat slip as follows:

- A boat can only be stored within the boat slips at the east end of the property. Owners may apply for a dedicated boat slip through Heywood Realty. Boats may not be docked overnight anywhere else on the Runaway Point property.
- Boat slip permits will be issued only to Runaway Point condo owners who either live on the premises OR lease their units for a long-term lease (12 months minimum). In the case of rentals, the owner must have a current lease on file with our Management Company. **All boats must display a current Lakes Community Association water registration permit.**
- A boat slip permit will only be issued for boats that are operable and in safe working condition. Permits will remain valid as long as the slip holder complies with all HOA and boat dock rules.
- Boat slips are not transferrable from one owner to another. Boat slips remain the property of the Runaway Point HOA. If current owners sell their unit and have a boat slip, the boat slip does not automatically transfer to the new owner. The new owner is not guaranteed a boat slip and will need to follow the request for a boat slip rental. (below).

BOAT SLIP PERMIT REQUEST

The Runaway Point Homeowners Association Board will issue boat slips to Runaway Point condo owners only through written request to Heywood Management or by email hello@heywoodmanagement.com. Owners should complete a formal application and specify the type of boat for which they want to use the slip. The list will be organized by first request date and will be viable for one year.

Only condo owners may request the use of a boat slip. Owners who want to have their tenant use a slip must specify this when the tenant applies. Condo owners may "loan" their boat slip to respective tenants as long as the tenant is a long-term renter (12 month minimum). Owners must have a current rental lease on file with our Management Company. The condo owner is responsible for all fees, rules and/or fines imposed. All other rights and privileges associated with a boat slip may NOT be otherwise transferred from one unit owner to another. All ownership rights remain as the property of the Runaway Point Home Owners Association.

The Management Company based on the order received for one year will keep a list of requestors. When a slip becomes available, it will be offered to the first owner on the list. If declined when called, owners' names will be taken off of the list and they can reapply via written request.

If the owner wants the slip he/she will complete an application that will be sent to the Board for final approval. If the Board denies the request, the owner should be advised why and the next person on the list will be offered the boat slip. Boat slips will only be issued to owners if their quarterly assessments are up to date and they have no other outstanding balances owed to the HOA.

The boat slip holder's privileges can be revoked at any time for just cause and at the will of the Association. For any non compliance, the boat slip holder will be asked to remove the boat from the boat slip and boat dock within a specified time frame. If the boat owner does not suitably respond within the specified period, the Board retains the right to seek legal means to have the boat removed at the boat owner's risk and expense.

BOAT SLIP FEES

Fees are subject to change and will be reviewed by the Board each year.

The boat slip permit fee will be invoiced quarterly as part of the condo unit assessment invoice and is to be paid as part of the quarterly assessment payment. Late payment may result in additional fees, fines or related legal action as necessary and appropriate.

As with all other assessments and fees, no refunds are available or provided.

BOAT MAINTENANCE

If a boat becomes inoperable or if a boat is not kept in good general repair and safe working order, the HOA Board reserves the right to initiate action as follows:

- Request that the owner make immediate arrangements to get the boat in respectable and safe working condition or remove it within ten (10) days from receiving written notification.
- Revoke the boat slip holder's docking privilege. In this case the boat must be removed immediately.

The Management Company will notify the boat slip holder in writing of any noted violation. If a boat slip holder does not suitably respond within the specified time period, the Board retains the right to seek legal means to have the boat removed at the boat owner's risk and expense.

Board Approval is required for the following prior to:

1. Any thing being done on the outside of the condo; i.e.: change in lighting, front door, address numbers changed, patio plantings, structural changes on the patios (lighting); window replacement; installation of satellite dishes.
2. More than one dog or any dog over 45 lbs. Includes owners and/or renters

Board requests being informed of the following:

1. Any construction work where the owner is replacing kitchen cabinets or updating bathrooms so that the HOA can bring in our plumbing company to replace old shared plumbing equipment.
2. Rentals: Please inform Heywood Management if you will be renting your condo to ensure that current information regarding renters is received. Policy is below for renter information.

SATELLITE DISH / CABLE INSTALLATION POLICY

The following guidelines are to be followed when installing a satellite dish or exterior cable:

1. Unit owner's approval is mandatory; the owner must contact Heywood Management prior to any cable or satellite dish installation.
2. The owner must complete attached form, sign it and forward to the Management Company.
3. Satellite dishes must comply with FCC regulations and be installed by a licensed contractor.
4. Satellite contracts must include a provision to remove the dish when the tenant or owner moves out.
5. Satellite dishes in the lower units can be installed in the patio area on cement blocks. Attaching satellite dishes directly to the building wall is not allowed.
6. Satellite dishes in the upper units can be attached to the air conditioner unit on the roof and obscured from view. Satellite dishes shall not be attached to any building wall or roof surface and must not be visible from the street, lake or driveways.
7. Any visible cable used must be white or cream in color - no black cable allowed. Cable must normally be hidden in conduit. In no case can cable be draped over the top or roof or on the building.
8. ALL UNITS HAVE BEEN MADE COX CABLE READY. Be sure to let the cable installer know this. No new cable can be added to the building. Individual units have cable in every room which needs only to be connected through COX or their licensed installer.

By signature of this document, the Owner acknowledges understanding and intent to comply with the above noted guidelines. The Owner understands and agrees that any satellite dish or external cabling will be placed in accordance with these guidelines and that said satellite dish and/or related cable may otherwise be removed by the HOA at the Owner's risk and expense.

Owner's Name: _____ Phone _____

Owner's Signature _____

Date: _____ Unit #: _____

Send Completed Copies Attention of Carlee Collins

Heywood Management, 42 S. Hamilton Place #101, Gilbert AZ. 85233

Phone (480) 420-1706 Email: carlee@heywoodmanagement.com

PROPERTY MANAGEMENT POLICY

Owners who use a property manager, must have this information on file at Heywood Management. If this applies to you, fill out the information & return to Heywood:

Property Management Company:

Contact Name: _____

Phone: _____ Email: _____

Address: _____

City: _____ ZIP: _____

Send Completed Copies Attention of Carlee Collins

Heywood Management, 42 S. Hamilton Place #101, Gilbert AZ. 85233

Phone (480) 420-1706 Email: carlee@heywoodmanagement.com

VEHICLE REGISTRATION & EMERGENCY CONTACT

All owners must register their vehicles & tenants vehicles. All vehicle registration must be kept current. Vehicles must be in sound running order and not merely stored on property or carport.

Owners are to complete this form and in addition, if renting the unit. Overnight guest parking is limited to spots available. Additional parking is normally available on Northshore Drive.

Date: _____ **Unit #** _____ **Owner Phone#** _____

Owner Name: _____ **Email:** _____

Owner Name: _____ **Email:** _____

Tenant Name: _____ **Email:** _____

Tenant Name: _____ **Email:** _____

Tenant Name: _____ **Email:** _____

Make and model of vehicle(s):

License Number , State & Reg. expiration date

Emergency Contact(s): This information will only be used if something urgent occurs and the need arises to contact a resident or owner. Please supply this information.

Name: _____ **Phone:** _____ **Email:** _____

Name: _____ **Phone:** _____ **Email:** _____

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