



**Apache Wells Homeowners Association, Inc.
Rules and Regulations**

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INTRODUCTION

The policies set forth in these Rules and Regulations (“Rules”) are designed to promote good community relations and to protect the investment of the Homeowners. These Rules partially summarize and supplement the Declaration of Covenants, Conditions, and Restrictions (“Declaration”), which have been accepted by each Owner as a part of living within Apache Wells. These Rules are not to be considered as the sole statement of regulations.

As a reference point, any rule which summarizes a Bylaw or CC&R will have the article and/or section identified so Owners can familiarize themselves with the entire governing document (Bylaws and CC&R). In the case of any conflict between the governing documents and the rules, the governing documents shall control.

The Rules have been established by the Board of Directors of the Apache Wells Homeowners Association, Inc. (the “Board” and the “Association”). These Rules remain effective unless or until amended or rescinded by the Board.

It is the responsibility of each Resident, whether an Owner or a Tenant, to become familiar with these Rules and abide by them. It is the Owner’s responsibility to give a copy of these Rules to their Tenant(s) and/or property management company.

Whether you are an Owner, Tenant, or Guest, all persons living within and visiting Apache Wells must observe and abide by these Rules. Owners will be held responsible for ensuring their Tenants and Guests to observe and abide by these Rules. It is to the advantage of all to enjoy the facilities and see that they are cared for in a proper manner.

The Board is responsible for establishing Rules that promote the health and welfare of all Residents. They also are responsible for the fair but firm enforcement of those Rules.

The Board solicits your cooperation in keeping Apache Wells an attractive place to live and a community in which we all take pride. The policies set forth are reflected in these Rules and are designed as guidelines for good community relations and to protect the investment of the Owners.

Please always keep a copy of these Rules in your home for reference by those who are guests or reside in your home.

Unless otherwise stated, capitalized terms have the meaning as defined in the Declaration.

ASSOCIATION INFORMATION

Board of Directors¹

The Board of Directors of the Association is comprised of between three (3) and nine (9) members elected at the Annual Meeting of the Owners. To be a member of the Board of Directors, you must own a Lot. The terms of the Board are for three years. A Member of the Board of Directors must be in good standing.

Annual Meeting²

The annual meeting of the Association is typically held in January each year but may change depending on the needs of the Association. Annual meeting notices will be e-mailed to each Owner and posted on the bulletin board in accordance with the Declaration. Absentee ballots will also be provided if an Owner is unable to attend in person but would like to vote. The Association may also provide voting by electronic means. If electronic voting is permitted or provided for the annual meetings,

¹ Bylaw Article VII and CC&R 6.2

² Bylaw Article V

the Association will engage a competent company or contractor to manage the electronic voting procedure to ensure the process complies with the requirements of Arizona law.

Voting Rights³

Each Lot within the Association has one (1) vote. In the event an Assessment charged against a Lot remains delinquent, or if a Lot Owner is otherwise in violation of the Declaration, the Association may suspend the Owner's voting rights as well as the right to use the Recreational Facilities.

Insurance

The Association carries a blanket insurance policy. The Association's insurance carrier is subject to change each year. Owners must contact the Association's Board if they have questions pertaining to the Association's insurance.

Owners must carry separate insurance policies for their Lots and homes, improvements to their Lots, contents of their home, golf cart and personal liability.

Management Team

The Association is self-managed. In other words, the Association hires individual employees who comprise the Association's management team that is dedicated to carrying out the day-to-day operations of the Association under the direction of the Board. The management team is the contact point for questions regarding community operations.

Association Office

The Association Office is located at 2223 N. 56th St., Mesa, AZ 85215. The Office can be reached by telephone at (480) 832-1550. The Office is open Monday through Friday from 9:00 a.m. to 4:00 p.m. October 1st through April 30th. Summer hours are 9:00 a.m. to 3:00 p.m. and closed 12:30 p.m. to 1:00 p.m. for lunch from May 1st through September 30th.

ASSESSMENTS OR DUES

Semi-Annual Assessment⁴

A semi-annual Assessment (commonly known as "HOA dues") is charged to each Owner to provide funds for those items shown on the budget, which include maintenance of all Common Areas, property and liability insurance, reserve funding and general operating expenses, etc. Payments are due January 1st and July 1st and a late fee will automatically be added to any delinquent payment received after the twentieth (20th) day of January and July. Late fees are set by the Board and are subject to change. The semi-annual Assessment may be changed by the Board on an annual basis based on the restrictions of the Declaration.

³ Bylaw Article VI

⁴ CC&R Section 7.2/7.9

Collections Policy⁵

The Association is provided broad latitude in the Declaration for enforcing Owners' Assessment obligation. The Association may pursue all available legal remedies as a means of collection of Assessments, including, but not limited to, filing and recording liens against delinquent Lots, pursuing litigation and foreclosure. If the Association is compelled to employ an attorney to pursue recovery of unpaid dues and/or Assessments, all attorney fees incurred by the Association to collect the delinquency will be assessed against the delinquent Owner's account. The delinquent Owner's account will not be considered resolved until the Owner has reimbursed the Association for all legal fees incurred.

VIOLATIONS AND FINES⁶

In accordance with the authority of the Association granted in the Bylaws and A.R.S. § 33-1803, the Association has adopted policies and procedures outlined regarding the imposition of penalties and fines.

The Board reserves the right to modify this Policy, including the time periods for correction and fine amounts, on a case-by-case basis when issues are involving health and safety concerns or when more immediate action becomes necessary for any reason in the sole discretion of the Board.

Written notices will be sent to the Owner and/or Owner's designated agent at the email and/or mailing address as it appears in the records of the Association as maintained by its management team at the time of the notice.

Any infraction of the Governing Documents by an Owner, Resident, Tenant, Guest, licensee or agent shall result in a reasonable and appropriate fine or notice imposed against the applicable Owner as follows (in addition to any other penalties, disabilities or remedies available to the Association):

1. Courtesy Notification: Courtesy letter with a friendly reminder to correct the situation by the deadline in the letter.
2. Escalation Notification: A second written warning and notice that a minimum \$50.00 fine will be imposed if the violation is not corrected by the deadline in the letter.
3. First Fine: Minimum \$50.00 fine and notice that a second \$50.00 fine will be imposed if the violation is not corrected by the deadline in the letter.
4. Second Fine: Minimum \$50.00 fine and notice that a minimum \$100.00 fine will be imposed if the violation is not corrected by the deadline in the letter.
5. Daily Fine: Minimum \$100.00 fine and notice that the fine will continue daily unless the violation is corrected by the deadline in the letter.
6. Continuing Offenses: Unless otherwise indicated in any notice of an offense, a continuing offense shall be deemed to be an additional offense each day until remedied and shall be subject to a minimum \$100.00 fine each day. An offense that recurs within six (6) months of the original offense shall be deemed to be a continuing offense and subject to an additional minimum \$100.00 fine each day the offense continues, after notice and an opportunity for a hearing have been provided.
7. Continuing Offenses: Unless otherwise indicated in any notice of an offense, a continuing offense shall be deemed to be an additional offense each day until remedied and shall be subject to a minimum \$100.00 fine each day. An offense that recurs within six (6) months of the original offense shall be deemed to be a continuing offense and subject to an

⁵ CC&R 7,11

⁶ Bylaws Article IX, Section 1a

additional minimum \$100.00 fine each day the offense continues, after notice and an opportunity for a hearing have been provided.

Any violation involving landscaping may result in the Association contracting with a professional landscaper to correct the issue. If a landscaper is engaged, after a period of no response from the above letters, to remedy a homeowner's violation, the homeowner will be responsible for all associated costs, which will be billed directly to the homeowner.

Any fine not paid by its due date, as set forth in other Governing Documents or as set by the Board, will be enforced in the same manner as any other Assessment as permitted by law.

Notice and Opportunity for a Hearing⁷

Violation letters notifying Owners of the monetary penalties or fines imposed upon an Owner shall allow notice and an opportunity to be heard prior to imposition of the fine. The notice requirement is satisfied by mailing a copy of the violation notice, to the applicable Owner, the Owner's designated agent, to the Owner's address last appearing on the books and records of the Association, or supplied by such Owner to the Association for such notices, or to the extent otherwise provided in the Declaration.

The hearing requirement is satisfied by allowing an opportunity for the Owner to be heard by the Board. To initiate this appeal process, the Owner must send the Association a written notice to the address listed on the violation letter that the Owner is requesting an appeal of the violation. The notice must be received by the Association within 21 calendar days of the date of the violation letter.

In accordance with Arizona Revised Statutes (A.R.S.) § 33-1803, in the event the infraction of the Governing Documents pertains to the condition of the Owner's property, the Owner may provide the Association with a written response to the notice of violation by sending the response via certified mail to the Association in accordance with the relevant statutes.

RESIDENT CODE OF CONDUCT

Obnoxious or Offensive Behavior

No obnoxious or offensive activities may be carried out or permitted on any Lot or in any Common Areas, nor shall anything be done that may become an annoyance or nuisance to the neighborhood and/or community. This pertains to the deportment and behavior of any Property Owners, Tenants, Guests or pets. Fines or other appropriate action may be taken against the Property Owner if such activities persist.

To ensure the tranquility of the Apache Wells Community and the enjoyable use of the Common Areas and Facilities, Residents and Guests shall conduct themselves in a respectful manner so as to not jeopardize or interfere with the rights and privileges of other Residents or Guests; follow the Common Area Facility or amenity rules; and not compromise the safety of others. The following will not be tolerated: harassing or threatening behavior or physical abuse of Residents, Guests, Association staff or the Board; reprimanding or disciplining any Association employee, nor interfering with the management of the Association; and loud, profane, indecent or abusive language in public. Residents will be held liable for any damage to, defacing of or misappropriation and/or unauthorized removal of any Association property.

Apache Wells provides access to many Common Area Facilities and Recreational Amenities. However, the Board, in its sole discretion, has the right to suspend the rights of any Owner, Resident, Tenant or Guest to use any Common Area Facility or Recreational Amenity if the Owner, Resident, Tenant or Guest violates the Apache Wells Resident Code of Conduct.

⁷ CC&R 7.12

AMENITIES RULES

Residents using the Common Areas and Facilities are expected to individually monitor for non-compliance of Rules. If you see something that doesn't seem right, and would rather not approach the individual(s), we request that you write down what you observed, the time it occurred, the Common Area Facility where it occurred, and drop the information off at the Office.

Pool

1. For Residents and Guests, the pool is open from 4:00 a.m. to 11:00 p.m. daily.
2. ADULT SWIM TIME (no children permitted): From 1:00 p.m. to 4:00 p.m. and 8:00 p.m. to 11:00 p.m.
 - a. Exceptions to children permitted hours are:
 - i. Thanksgiving week;
 - ii. Christmas week through New Year's Day; and
 - iii. Easter (one week before and one week after Easter).
3. ALL CHILDREN age 16 and under must be accompanied by an adult in the pool and hot tub area.
4. BE AWARE: THERE IS NO LIFEGUARD ON DUTY. (911) phone on wall near hot tub
5. OWNERS/RESIDENTS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR GUESTS.
6. ALL RESIDENTS & GUESTS WHO USE THE SWIMMING FACILITY DO SO AT THEIR OWN RISK.
7. Key Fobs will be used at all times. Key Fobs and privileges may be suspended or revoked and fine imposed for violations of pool rules.
8. Music is permitted at a reasonable volume and may not disturb other Residents. Water fitness classes
9. may play workout routines at the volume necessary for the class.
10. Please be respectful of lap swimmers.

Prohibited:

11. Diving or somersaults into the pool is strictly forbidden. No pushing or rough play.
12. Roller blades or skates on pool deck.
13. Inner tubes, rafts, inflatable boats. (Noodles, rubber belts, arm floats, etc. are allowed)
14. No smoking in the pool/spa area.

MARICOPA COUNTY Environmental Health Code, Chapter 6; Regulation 4 Rules:

15. Shower before entering pool or hot tub. Use soap to remove oil or lotion. This helps keep our pool clean.
16. Persons with sore or inflamed eyes, colds, nasal or ear discharges, boils or other acute or obvious skin or body infections, or cuts shall be excluded from the pool.
17. Adults and children may enter the pool/hot tub wearing swim diapers. Check swim diapers frequently and change away from the poolside.
18. No glassware allowed within the pool enclosures.
19. No animals allowed except for service animals. Apache Wells rule: no animals allowed in the pool.
20. No drinks, candy, tobacco, popcorn, gum, alcohol, or food of any kind shall be permitted in the pool or within the required walkways of the pool. Food and beverages are strictly prohibited in the pool or within 4 feet of the water's edge. To maintain cleanliness and safety around the pool area food is permitted only on tables. This policy helps ensure a pleasant experience for all residents while protecting the pool from contamination and pests.
21. Keep gate(s) closed – do not prop open.
22. Observe all safety regulations.
23. REMEMBER - SWIMMING ALONE CAN BE DANGEROUS.
24. Most of all, be respectful and kind to others. Enjoy your time here and remain safe.

Fitness Center

1. For Residents and Guests, the Fitness Center is open from 4:00 a.m. to 11:00 p.m.
2. Guests must be at least eighteen (18) years of age to use the Fitness Center.
3. Use of the Fitness Center is at the user's own risk.
4. Only water in covered, non-breakable containers is allowed in the Fitness Center. No other food or drink is permitted.
5. No glass of any kind is allowed in the Fitness Center.
6. Use hand wipes after each use on all equipment, mats, etc.
7. Please throw away all wipes, bottles, and trash in receptacles.
8. Return all weights and equipment back to their original place of storage when finished using. Exercise equipment must remain in the Fitness Center.
9. When using equipment, be mindful of others who may be waiting. If others wish to use the equipment, please limit your usage to 30 minutes and allow them a turn. Courtesy and consideration ensure fair access for everyone.
10. Use the Storage Bins provided for personal effects.
11. All doors are to remain closed and not propped open during normal operating hours. The air handlers are on at all times. The temperature controls are set by maintenance. Please adjust your clothing accordingly.
12. Please refrain from talking on cell phones during work out, unless you move outside or off to the side. Earbuds are encouraged when streaming.
13. Absolutely no pets are allowed in the Fitness Center other than assistance dogs with proper identification.
14. Any person with a cold or flu, an infection, a communicable disease, open sores or wounds, etc is strictly prohibited from using the Fitness Center.
15. All who use the Fitness Center must be respectful to others using the Fitness Center and their property. Code of Conduct rules are applicable.

Pickleball Courts

1. For Residents and Guests, the Pickleball Courts are open from 6:00 a.m. to 10:00 p.m.
2. The Pickleball Courts are private facilities intended for the use and enjoyment by Residents and their Guests. Access to courts is by Key Fob only, no climbing gates or fences.
3. Children under age 18 should be accompanied by an adult.
4. All players must wear proper court shoes (no black sole shoes).
5. Use of the courts is at user's own risk and users assume all risks of injuries occurring on the courts.
6. No glass or items of any kind are permitted on the Pickleball Courts, such as drinks, chairs, bikes, scooters, pets, etc.
7. In consideration of neighbors, keep noise to a minimum.
8. Music is permitted at reasonable volume and may not disturb other Residents.
9. Clean up after yourself and remove your trash from the Pickleball Court areas. Do not leave trash on the courts or in the common areas surrounding the courts.
10. Quiet Hours must be observed on the Pickleball Courts from 10:00 p.m. until 6:00 a.m. daily.
11. All who use the Pickleball Courts must be respectful to others using the court and their property. No harassing or threatening behavior or disrespectful outbursts will be tolerated on the sport courts in the Pickleball Complex. Code of Conduct rules are applicable.
12. No Pickleball Court use if the courts are wet, puddled, soggy or damp.
13. Each Owner or Resident with Guest(s) is limited to using only one court at a time.
14. The Pickleball Complex is a smoke-free, pet-free, and misconduct-free area.

Dog Park

1. For Residents and Guests, the Dog Park is open 24 hours a day, 7 days a week.
2. The Dog Park is a leash-free dog area in an unsupervised recreational area of Apache Wells. Use of this facility is at the user's own risk. Code of Conduct rules are applicable.

3. Users are responsible at all times for the behavior and safety of their dog. Dogs with a history of dangerous or aggressive behavior are prohibited.
4. Dogs must be current on all vaccinations.
5. Users must remain with their dogs at all times.
6. Users must properly secure access gate upon entering and leaving a leash-free area.
7. Users are responsible for cleaning up after their pets and disposing properly in the receptacle provided. All incidents and injuries must be reported to the Homeowners Office immediately. In case of emergency call 911.

Artisan Work Shops

Apache Wells maintains three artisan workshops—Woodshop, Lapidary/Pottery Workspace, and Ceramics/Glass Workspace—for use by Residents and, to a limited degree, Guests. Each workshop operates under a comprehensive Safety Plan, available from workshop leadership or the Apache Wells Homeowners Office. The following rules serve as partial guidelines to ensure safe, respectful, and productive use of these creative spaces:

Wood Shop

1. The Wood Shop maintains hours as posted. A monitor must be present when the Wood Shop is open.
2. Use of the Wood Shop is for Residents and to a limited degree, their Guests. Guests must be at least eighteen (18) years old and must be accompanied by the Resident. Due to liability issues, Guests are not allowed to use bench or floor mounted equipment.
3. Use of the Wood Shop and the equipment therein is at the user's own risk. The Association will not be responsible for injuries that may occur due to improper or solo use of the Wood Shop Equipment. Safety is the most important rule, and you are responsible for your safety.
4. Everyone using the Wood Shop must be familiar with the equipment, its use and how to operate it safely. Attendance of one of the Wood Shop safety courses is highly recommended.
5. Any beverages in the Wood Shop must be in a covered, unbreakable container.
6. You are responsible for cleaning up after yourself and removing your trash from the Wood Shop.
7. While using Wood Shop equipment, constant focus on what you are doing is imperative. Don't distract others while they are operating equipment.
8. Wear proper personal protective equipment as appropriate. Wear a face shield and/or eye protection, hearing protection, remove jewelry, loose clothing and tie back long hair, and no open toed shoes.
9. Consumables and small maintenance items (i.e., sandpaper, glue, blade replacement and sharpening, sanding supplies, belts, hand tools, etc.) are purchased using club membership dues. If you choose not to become a member, please bring your own supplies as needed or consider joining the club.
10. Absolutely no pets are allowed in the Wood Shop, except for service animals with proper identification.
11. All who use the Wood Shop must be respectful to others using the Wood Shop and their property. Code of Conduct rules are applicable.
12. All incidents and injuries requiring emergency services must be reported to the Homeowners Office immediately. In case of emergency call 911.

Lapidary

1. Lapidary maintains hours as posted. A monitor must be present when the shop is open.
2. Use of equipment and tools is at everyone's own risk.
3. Safety is the most important rule. You are responsible for your safety.
4. Sign in / Sign out each time you enter/leave the club.
5. Everyone using Lapidary must be familiar with the equipment, its use and how to operate safely.
6. You are responsible for cleaning up after yourself. Dump dirty water in the "pot" out back.
7. Loose clothing, long hair, ties, dangled jewelry, scarves, etc. must be contained or tied up, so that nothing can be caught in rotating equipment.

8. No commercial or mass production uses. With others needing to use the saws, and wheels, please limit the stones you work on to 3 at a time.
9. Cut and work only lapidary items, i.e., stones & gems (nothing metal, wood, or plastic is allowed to be cut or applied to a grinder/polisher)
10. Wear proper personal protective equipment as appropriate.
11. Eye protection/face shield
12. Hearing protection
13. No opened toed shoes
14. Turn water and wheel/saw off before going to the next piece of equipment
15. No sharp points or rough edges after the 180 (Cab King) wheel
16. Pay attention to the Trim Saws, and what they are meant to cut. You may be responsible for the cost of replacing a damaged or destroyed blade if used incorrectly.
17. Pay attention to the water level in the King Cabs and do not run the buckets dry.
18. If a participant of the Lapidary club finds equipment inoperable or in disrepair, they should notify the club officers immediately.
19. All incidents and injuries requiring emergency services must be reported to the Homeowners Office immediately. In case of emergency call 911.

Ceramics/Glass and Pottery

1. Ceramics/Glass and Pottery maintain hours as posted. A monitor must be present whenever shop is open.
2. Use of equipment and tools is at everyone's own risk.
3. Safety is the most important rule. You are responsible for your safety.
4. Sign in / Sign out each time you enter/leave the Studio.
5. Everyone using Glass, Ceramics and Pottery must be familiar with the equipment, its use and how to operate safely.
6. I am responsible for cleaning up and dumping dirty water in the "pot" outside.
7. Cut and work only Glass items on the grinders.
8. Wear proper personal protective equipment as appropriate.
 - a. Eye protection/face shield
 - b. Dust mask
 - c. No opened toed shoes
9. Turn grinders off before going to the next piece of equipment
10. No sharp points or rough edges after the 180 (Cab King) pottery wheel
11. Pay attention to the water level in the grinders and do not let them run dry.
12. If a participant of the Glass and Ceramics finds equipment inoperable or in disrepair, notify the Studio managers immediately.
13. All incidents and injuries requiring emergency services must be reported to the Homeowners Office immediately. In case of emergency call 911.

COMMUNITY RULES

Advertising Signs⁸

1. No more than one (1) professionally lettered "For Sale" or "For Rent" sign is permitted in the front yard of the Lot being advertised that meets the following conditions:

⁸ CC&R 3.8

2. The For Sale sign is commercially produced with no handwritten information. (The For Rent sign does not have to be commercially produced, and a telephone number may be handwritten.)
3. The sign is no larger than eighteen (18) by twenty-four (24) inches. A sign rider is permitted no larger than six (6) by twenty-four (24) inches.
4. The sign is not attached to the exterior of any building, patio area, placed over rear wall to be viewed by the golf course or visible over the exterior wall on Recker Road.
5. "Political" or "Association specific political" signs are permitted for each Lot that meets the following conditions:
 - a. Must be placed within the boundaries of the Owner's Lot and may not be placed in the Common Areas.
 - b. May be displayed no earlier than seventy-one (71) days prior to election and must be removed fifteen (15) days after close of election.
 - c. May not exceed a total of nine (9) square feet for all signs.
6. Damage to the Association's landscape or irrigation system caused by the placement of any sign will be charged to the Owner. No signs are permitted on mailboxes.
7. All other signs must comply with A.R.S. § 33-1808. The compliance team may remove any inappropriate sign.

Age Restriction and Verification⁹

Each Lot within Apache Wells must be occupied by at least one (1) person who is fifty-five (55) years of age or older ("Qualifying Occupant"). No person who is less than fifty-five (55) years of age may occupy a Lot. The foregoing restrictions shall not prohibit the occupancy of a Lot by the following persons:

1. A person who is less than fifty-five (55) years of age who is a Guest of a Qualifying Occupant, including children and grandchildren, for a period not to exceed thirty (30) consecutive days, and not to exceed a combined total of sixty (60) days in any consecutive twelve (12) month period;
2. The spouse, domestic partner or significant other of a Qualifying Occupant who is fifty-five years old or older;
3. The surviving spouse or other surviving cohabitant of a deceased Qualifying Occupant who was fifty-five (55) years old or older at the time of death; or
4. The spouse or other Occupants of a Lot wherein the Qualifying Occupant is advised by a medical doctor licensed in the State of Arizona to move to or is placed in a facility for the care of the elderly or the infirm on the advice of a medical doctor licensed by the State of Arizona.

Notwithstanding the foregoing, in the event occupancy of a Lot is required pursuant to the Fair Housing Act for an individual who would otherwise be prohibited under this section; the Association will grant reasonable accommodations as necessary. Any other person who is not fifty-five (55) years old or older and does not qualify under (1) through (4) who wishes to occupy a Lot must be approved by the Board. Each Lot must maintain a current and accurate Age Verification Form on file with the Association confirming that at least one Qualifying Occupant resides in the Lot. All Occupants in the Lot/home must provide documentation of age. If Owners fail or refuse to provide the Age Verification Form, the Association may enforce the violation in the same manner that any other violation of the Governing Documents is enforced, including through the imposition of fines, suspension of voting and recreational amenity privileges and pursuit of injunctive relief in Court.

All records shall be maintained on a confidential basis and shall not be used for any purpose other than verification of compliance with the Fair Housing Act and Regulations. In addition to Association rules, the Department of Housing and Urban

⁹ CC&R 3.36

Development (HUD) requires all communities providing housing for occupants age 55 and older to verify age qualifications of occupants, and to update the occupancy information not less than every two (2) years.

Antennas and Satellite Dishes¹⁰

Satellite dishes shall not exceed one (1) meter in diameter. Satellite dishes and antennas must be installed in the least obtrusive location on a Lot while still providing maximum reception. Satellite dishes not in service or otherwise no longer in use must be removed within thirty (30) days. A fine, established by the Board, will be imposed for the non-removal of disabled satellite dishes. Nothing contained in this 7.3 shall be deemed to supersede or contradict applicable State and/or Federal statutes or rules, including FCC OTARD Rules as they may be amended from time to time. Ham radio antennas must be approved through the Design Review Committee prior to installation.

Clotheslines¹¹

Exterior clotheslines are not permitted. Clothes, towels, rugs, etc., cannot be hung over walls, shrubbery, or vehicles to dry.

Common Area Restrictions

Storage of personal items is not permitted in the Common Areas.

Temporary parking up to three (3) days for RVs, 5th wheel trailers, travel trailers, utility trailers, car hauler trailers, and boats is available in the Common Areas designated permit parking area. The permit may be obtained at the Office and must be prominently displayed in the location advised by the Office. Permits are issued for a maximum of three (3) days and are limited to a total of six (6) days in any thirty (30) day period.

Exterior Maintenance

Each Owner shall be responsible for maintaining, repairing or replacing the buildings, dwelling, or other improvements situated on a Lot. Each Owner's Lot shall at all times be kept in good condition and repair. A home exterior paint condition that requires maintenance will be determined by the Association, e.g., streaking, blotching, fading, flaking, blistering, efflorescence, areas of no paint or stucco cracking.

Flags¹²

Displaying of flags of the United States of America or of the uniformed services of the United States is permitted if the flag is displayed in a manner consistent with the federal flag code (P.L. 94-344; 90 Stat. 810; 4 United States Code sections 4 through 10). In addition, flags of the State of Arizona, , US POW/MIA, a recognized Arizona Indian Nation, Gadsden, Sports team flags, Canadian flag, first responder flags, a Blue Star Service flag, or a Gold Star Service flag are permitted, but must not be attached to any Common Areas, or areas for which the Association has responsibility or control without prior approval from the Board as to the location and/or methods of display. Newly constructed permanent flagpoles or flagpole mounts in Common Areas are strictly prohibited. No flags can be used as interior window coverings.

All flag poles must be approved by the Association before installation. No flagpole may exceed twenty (20) feet in height. No more than one (1) flagpole may be installed on any Lot.

¹⁰ CC&R 3.33

¹¹ CC&R 3.7

¹² CC&R 3.32

Front Entry Areas

Patio furniture such as patio benches or patio chairs suitable for outside usage may be used out front when enjoying the weather and visiting. Patio furniture must be kept in good condition.

Interior Improvements

Any Owner may make interior, non-structural additions, alterations and improvements within his/her Dwelling without prior written approval of the Board. Non-structural items include adding or changing wall coverings and floor coverings. In undertaking any interior, non-structural work, the Owner must abide by the following rules:

1. No noise audible in adjoining Lots may be made because of the work except between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday.
2. No subcontractors are permitted to park in a manner that their vehicles block entrance or exit of a Resident's vehicle from the Resident's driveway. Subcontractors are not permitted to park in a manner which prevents a parked vehicle from pulling out of an area where it has been properly parked.
3. Owners are responsible for any costs incurred by any other Owner or by the Association because of a violation of this Section, including the costs of repairing damage, towing costs, or any costs incurred by inconvenience due to noise, odors or traffic.

Key Fobs

Two Key Fobs will be issued by the HOA Office to Lot Owners at a cost of \$25.00 per Key Fob. Owners may allow their Tenants or Guests to use their Key Fobs for entry into Common Area Facilities and Recreational Amenities. There is a \$25.00 replacement fee for a lost Key Fob. When an Owner sells their Lot, a \$25.00 fee per Key Fob will be charged for unreturned Key Fobs.

Owners who lease a property are responsible to provide the completed Rental Registration Form and the Age Verification Form for each new rental to the HOA Office and provide the Key Fobs to the Tenant.

An Owner's right to use the Common Area Facilities and Recreational Amenities may have their Key Fob(s) suspended for the following reasons:

1. Default in the payment of any Regular or Special Assessment, fine, or fee levied by the Association;
2. Violation of any use restriction of the Governing Documents;
3. Use of the Recreational Amenities without permission;
4. Violation of the rules governing the Recreational Amenity or Common Area; or
5. Violation of the Code of Conduct.

The Owner's rights to use the Common Area Amenities shall be suspended and the Key Fobs deactivated, according to the approved Resolution governing restriction of access to Common Area Amenities. Owners are responsible for the actions of their Tenants or Guests.

Landscape Maintenance¹³

Landscape maintenance at Apache Wells includes mowing, fertilization, trimming, raking, and irrigation services to the Common Areas. Lot Owners, Residents, Tenants and Guests may not plant in the Common Areas. Lot Owners are responsible to maintain the landscaping on their Lots in a neat, clean and weed-free condition, including picking up fallen citrus on a consistent basis. Plants, bushes and trees are to be trimmed on a regular basis and are not to encroach over the property line or onto sidewalks. Trees that hang over the sidewalks or streets are to be trimmed eight (8') feet above the ground surface. All dead or dying and damaged trees and plant material must be promptly removed. Trees shall be cut down to ground level. No Owner shall permit

¹³ CC&R 8.3

any condition to exist that induces or harbors infection, plant diseases, insects or rodents. At a minimum, the landscape must be improved to be covered with gravel.

Citrus trees must be stripped of their fruit annually by April 30th. Palm trees are to be trimmed annually prior to July 15th to prevent flying debris during summer monsoons. Call the Office if you need assistance in finding a company to perform the work.

Under no circumstances are vehicles, golf carts, or motorcycles permitted to park on the granite areas or sidewalks. Vehicles, golf carts, or motorcycles are not permitted to drive over granite areas to parking area.

Leasing Rules and Resident Registration¹⁴

The Lots within the Association are restricted to single family, residential use. However, Owners may lease their Lots to adults fifty-five (55) and over provided no lease shall be for less than the entire Lot, and no lease shall be for a term of fewer than thirty (30) days. Whether or not expressly stated in any lease agreement, the terms of the Project Documents are deemed incorporated within and made a part of every lease agreement. (For definitional purposes, "lease" shall include any agreement or understanding whereby an Owner or other Person allows possession, use or occupancy of any Lot by another Person.) The Owner shall be required to inform the Association of the lease in writing prior to the commencement of the Lease. The Owner must ensure that Renters/Tenants register at the Association Office prior to or immediately following move-in. The Renter/Tenant shall be required to show their identification, complete a Rental Registration Form, an Age Verification Form, and provide all Tenant information as permitted by A.R.S. §33-1806.01. If a Rental Registration form is not completed, a compliance letter will be sent to the lot owner and compliance escalation process followed at the lot owners' expense until all requirements are met. All Owners of Lots that are leased hereby grant to the Association a power of attorney to enforce against the Lessee the provisions of the Project Documents and to enforce against the Lessee those provisions of such leases that relate to violations by the Lessee or by such Lessee's guests, employees or contractors of the Project Documents and to enforce the lease agreement (except those provisions that relate to the payment of rent). The power of attorney granted hereby authorizes the Association to take any lawful action to enforce the Project Documents and the lease agreement, including, without limitation, bringing actions at law or in equity and to recover from the Owner and/or the Lessee against whom any enforcement effort or actions are brought, the costs of enforcing the terms of the Project Documents and the lease with respect to violations thereof by the Lessee or by such Lessee's guests, employees, or contractors. The "costs of enforcing" shall include properly levied fines and penalties, penalty late fees and interest, costs of collection (including all legal fees incurred in matters where court action is not taken or where any action is taken but is resolved short of court action), attorneys' fees, court costs, property damage, etc.

If an Owner fails to pay their semi-annual dues before being deemed late or there is an unresolved violation of either the Owner or Tenant, the Key Fobs allowing use of the Common Area Facilities and Recreational Amenities will be deactivated until the outstanding balance is paid in full or the violation is resolved.

Every Lot Owner(s) must complete an Apache Wells Lot Owner Information Form. This form will allow the Association to have the current lot number, address, seasonal address, email address, telephone number, and emergency contact for each Resident.

Noise Control

Residents are required to observe "Quiet Hours" within the community between the hours of 10:00 p.m. and 6:00 a.m. Loud noises such as, but not limited to, radios, stereos, musical instruments, party activities, car horns, motorcycles, shouting, pet noises, etc. are not permitted during Quiet Hours. When these types of actions occur, Residents should contact the City of Mesa

¹⁴ CC&R 3.31

Police Department's non-emergency phone line at 480-644-2211 immediately to register a complaint. Neither the Board nor the Association's management team can enforce the law.

Patios

Lot Owners must keep their patios clean and free of litter, miscellaneous debris and animal waste. Rugs, etc., cannot be hung on the walls or over the shrubbery. Patios are not to have clutter, be used for additional storage, and patio furniture must be in good condition.

Pets¹⁵

Only generally recognized household pets are allowed such as dogs, cats, hamsters, etc. No more than three (3) pets are allowed per Lot. No animals may be kept, bred, or maintained on the property for commercial purposes. Pets must be kept on a leash, carried, or crated, and under the control of the Owner or Resident when in the Common Areas or outside of the Lot always. A maximum six (6) foot leash is allowed for dogs that weigh more than fifteen (15) lbs. For dogs that weigh less than fifteen (15) lbs., an adjustable leash up to ten feet (10') in length is permissible. Pets are not allowed on softball/baseball field or golf course property.

Pet Owners are responsible for cleaning up after their pets both within their Lot, and anywhere in the Common Areas within the Association. All pet waste must be picked up and disposed of properly and immediately. Pet Owners are prohibited from leaving bagged pet waste, including feces, in the Common Areas for others to pick up. Beautification volunteers will not pick up animal waste. Failure to pick up pet waste is a violation of the City of Mesa Ordinances and Owners may be subject to City penalties and an Association fine. The cost to repair any damage to the Common Areas caused by a pet will be assessed to the Owner of the Lot. Pet Owners are responsible for any personal injury or personal property damage caused by their pets. No pet may be tied to a tree, stake, fence, water line, faucet or any structure within the Common Areas of the Association at any time for any reason. Pet Owners must abide by the provisions of the Declaration and all City, State and County Animal Laws. All dogs brought to the Dog Park are to be fully vaccinated. Pet waste, including feces, is to be picked up by the Pet Owner prior to leaving the Dog Park.

Pet owners are required to comply with all noise and nuisance ordinances regarding their pets. Anyone wishing to file a complaint against another owner for barking or negligence must do so through the City of Mesa animal noise disturbance complaint process.

Seasonal Decorations

Exterior seasonal decorations are permitted but may only be installed a maximum of thirty (30) days before a legally recognized holiday and must be removed within ten (10) days after such holiday. Decorations must be installed in a reasonable manner. Exterior string lighting is permitted for holiday decorations.

Security

The Apache Wells Security Patrol Inc. is a volunteer organization supported heavily by donations. They patrol and assist the Residents and management of Apache Wells, Apache Wells 2, The Village at Apache Wells, Apache Wells Community Church and Apache Wells Country Club. Security is on call 24/7 and can be reached at 480-641-9676. Security does its best to answer the phone between 10am and 6am. If an event is an emergency during these hours and Security does not answer, contact the Mesa police if appropriate. Patrol of the above-mentioned areas are during the evening hours.

¹⁵ CC&R 3.6

Security volunteers are not armed or trained police. Security does not enforce State, City or local laws. In the event of an emergency call 911 first, then Security. Security's mission is to help the Residents and management in any way possible. When assistance is needed, Security will do everything within their capability to help or get the help needed.

Lot Owners and Residents are responsible for their personal security and the security of their property. Nevertheless, the following procedures are designed to make community security more effective:

1. Community lighting is provided not only for appearance, but also for safety and security. Residents are encouraged to immediately report any burned out bulbs in the Common Areas to Maintenance.
2. Burned out streetlights should be reported to SRP at 602-236-4441. Have the number of the streetlight available. You can also report this online at <https://www.srpnet.com/customer-service/report-broken-street-light>.
3. Any unusual or suspicious activities should be reported to the City of Mesa Police Department on their non-emergency number of 480-644-2211.

Storage

Storage of any material by an Owner or Resident is not to be visible from neighboring property or from the street. Materials include boxes, shelves, ladders, building materials, miscellaneous parts of any kind, refrigerators, and toys. Storage is not allowed in carport covered parking spaces. (This includes vehicles that are not operable or not current with State license plate tags.)

Tenants¹⁶

Tenants, like Owners, are required to observe all Rules and Regulations that have been adopted by the Association. The Owner is responsible for the Tenants and their Guests' actions and behavior. The Owner is responsible for fees, fines, attorney costs, etc., that may be imposed or incurred due to Tenant noncompliance with the Rules or Declaration.

Trash Dumpsters

Key Fobs allow access to the trash dumpster area. Do not allow any vehicles to tailgate behind you. Gates are open from 6:00 a.m. to 6:00 p.m. You are required to bag your trash, break down your boxes, and place permitted large items inside the dumpsters. Please throw trash towards the back of the dumpster so that it does not become full as quickly. If a dumpster is full, please place your trash in another dumpster. Do not leave trash outside the dumpster or enclosure as it will not be picked up. Bulk pickup of large items at your residence is available on the last Wednesday of each month and is included in your dues. Contact Waste Connections of Arizona before noon the Tuesday before to schedule pickup at 480-983-9100 or go online at <https://www.wasteconnections.com/arizona/residential-bulky-item-pickup/>.

Do not discard batteries, tires, oil, transmission fluid, or other hazardous waste in the dumpster or in the dumpster area. The City of Mesa has a hazmat area which should be used for these items. The proper disposal of this type of debris is the responsibility of the Lot Owner or Resident. The Association does not provide for the disposal of these items.

Vehicles¹⁷ and Parking

Emergency Access

The Association is required to provide full access for emergency vehicles. Therefore, the Association requires all vehicles be properly parked when in the Common Area parking lot so that, in the event of an emergency, a large fire truck or other

¹⁶ CC&R 3.31

¹⁷ CC&R 3.10

emergency vehicle may enter. On streets within Apache Wells or at a personal residence, no vehicle may be parked in such a way that it extends over the sidewalk or blocks another driveway.

Guest Parking

Guests must park in private parking areas of the Resident being visited or in the street. No Guest may park a vehicle in such a way that it blocks another Resident's driveway or extends over the sidewalk.

Disabled, Abandoned and Inoperable Vehicles¹⁸

Vehicles that are disabled, have flat tires, are unregistered, unlicensed or are inoperable, etc., are not allowed within the Association for an extended time.

Prohibited Vehicles, Limited Parking Window, Commercial Vehicles

Residents shall not park, store, or operate any vehicle which is deemed by Compliance and the Board to unreasonably disrupt the peaceful and quiet enjoyment of other Residents. Buses, boats, trailers, motor homes, campers, mobile homes and recreational vehicles may be parked on the street or driveway for loading, unloading, and cleaning for forty-eight (48) hours. After forty-eight (48) hours, either request a permit at the Office for an additional three (3) days of parking in the designated Permit Parking area or move vehicle into the Resident's garage, compliant carport or appropriate offsite storage. Resident's commercial vehicle is allowed provided it is parked so as not to disrupt surrounding neighbors. Trucks with a carrying capacity over one (1) ton are not allowed to be parked within the Association. Prohibited vehicles parked within the Association may be towed.

Mechanical Repairs

Only minor mechanical repairs and temporary emergency repairs to vehicles will be allowed in parking areas. Such repairs must be completed within twelve (12) hours. The surface of the residential parking areas is to be kept clean of grease and oil. Lot Owners will be assessed for any cleaning or repair to the Common Area parking lots caused by minor repairs or maintenance. Changing oil or other vehicle fluids is not permitted in the Common Areas but acceptable inside residential garages. The overhauling of an engine is not permitted within the Association.

Washing of vehicles is not permitted in the Common Area parking lots.

Motor Oil

Lot Owners and Residents must not allow oil or other vehicle fluids to drip or contaminate the Common Area parking lots, driveways, or City of Mesa streets. The Owner or Resident is responsible to keep his or her parking areas and driveway clean and free of vehicle contaminants.

Use of Neighbor's Driveway

No parking vehicles in neighbor's driveway in off season without permission.

Parking Requirements

1. Parking is not permitted on gravel on any Lot. Driving a vehicle to a parking location is not permitted to cross gravel area.
2. Minimum of two parking spaces (each 9 feet by 18 feet) per single family home are required.
3. The parking spaces may not be in the front setback area on any Lot, or on the side setback, or on a corner Lot.

¹⁸ CC&R 3.11

4. The Association's policy does not require doors on storage bays if the RV trailer is parked closer than 10 feet to the front of the enclosure. RVs may not extend past the front of the enclosure.¹⁹
5. If any RV port is being constructed, the floor elevation of the home should not be changed. If necessary, the RV Port should be depressed with a drain. A Lot that has natural elevation sufficient to allow the floor of the RV port to be slightly above street level is recommended.
6. The roof line of an RV port must flow from the ridgeline of the home. Upward jogs are not permitted. Ramadas Garages or carports that will accommodate RV parking are acceptable.²⁰

Window Coverings and Screens²¹

No aluminum foil, other reflective material, sheets, newspaper, window film, tinting, blankets, sports logos, tablecloths, or other materials shall be used for window or door coverings that are visible from the exterior of the home. All window coverings visible from any street, Common Area or neighboring Lot shall be those installed at purchase, or replacements as approved by the Design Review Committee.

In accordance with the Declaration and maintaining the architectural integrity of the Lots within the Association, all sunscreens must remain secured without any rips, tears or damage. All screens for the home are to be of the same color. It is the Owner's responsibility to maintain and replace window sunscreens that are damaged or showing signs of weather. All exterior sunscreens, awnings, roll-down security shutters, and the like require approval of the Design Review Committee. Spray painting of window and door sunscreens is NOT permitted.

ARCHITECTURAL AND DESIGN REVIEW COMMITTEE RULES (DRC)²²

This section is a summary of the full DRC rules and guidelines. All homeowners wanting to make lot or building improvements are encouraged to read the full CC&R section before proceeding with any improvements to ensure there are no DRC obligations before beginning any construction.

General Rules²³

1. Rules are intended to carry out the "Architectural Theme" of Apache Wells and enhance the overall appearance and property values and promote harmony within the community.
2. Project Approval Request is required for all work to the exterior of a structure, as well as major landscaping work.
3. Projects undertaken without approval of the Design Review Committee may be subject to fines and enforcement action from the Association. Unapproved modifications may also cause delays for Owners attempting to sell their homes. Make sure you obtain approval from the Design Review Committee before pursuing a modification to your property.
4. No modification, alteration or replacement to an existing structure will be approved unless it complies with all applicable Rules, guidelines and Restrictive Covenants.

Sample List of When Project Approval Request is Required

1. Before any exterior change, addition or improvement is made to the structure or landscaping.
2. If an exterior wall or roof support or roof overhang is to be moved, added or altered, including windows or doors.
3. Installation or construction of any structure on a Lot, including mailboxes.

¹⁹ CC&R 3.10

²⁰ CC&R 3.10

²¹ CC&R 3.23

²² CC&R Section 3

²³ CC&R 3.1

4. Installation of any fence or wall.
5. Any change in elevation or slope of a Lot.
6. Installation of air conditioner/heating units on the exterior of a home.
7. For removal of an existing home.
8. For construction of a new home or replacement of an existing home.
9. Painting and repainting requests. For painting new construction and existing structures, the application to the Design Review Committee must include color swatches that show main color and trim color.

General Requirements

1. Accessory buildings over 25 square feet shall be attached to the main structure and be of the same materials and appearance and have the same roof line as the main building or flow from the roofline. No upward jogs. They must be set on a concrete slab and bolted thereto. They must meet setback distances from Lot lines. Unattached storage sheds must be modified to conform to rules or removed.
2. Premanufactured tool or garden sheds must not exceed 25 square feet and must be secured to a fixed base or structure wall outside of a setback.
3. A registered survey is required for new construction.
4. Lookout towers or view decks are considered incompatible with the architectural theme of Apache Wells. Such decks and towers will not be approved.
5. Skirted (above ground) mobile homes are not acceptable and will not be approved for installation or replacement.
6. The natural slope of the land is to be maintained when placing a home so that it is not unnaturally higher than adjoining homes.
7. Golf netting is allowed on golf course Lots to a height of no more than 18 feet. Applications that seek netting exceeding 18 feet in height will not be approved. Only non-metal material netting will be permitted, and all netting must be inside the Lot lines. Golf netting may not be placed atop fences or walls. Netting, once approved, must be installed in a professional manner. All installation is subject to Design Review Committee approval.
8. Air conditioners and heat pumps are not allowed on the roof of a dwelling unless the roof is flat, and the heating or air conditioning unit can be placed so as not to be visible. Moreover, no air conditioning or heating units may exceed the 16-foot height restrictions.
9. Air conditioners, swamp coolers, furnaces, and heat pumps, etc., may not be placed in any setback area.
10. Any portion of a structure that overhangs a setback area must be limited to a maximum overhang of two (2) feet on side setbacks and three (3) feet on front and rear setbacks.

Structure Height Restrictions on New Construction and Manufactured Homes

1. All new construction shall be limited to one story and shall not occupy more than one Lot.
2. Floor height in any new construction shall be limited to the average height of the floors in the homes on either side of the new construction.
3. All new construction shall be limited in height to sixteen feet from the floor level for all improvements and structures.

Maximum Lot Coverage (City of Mesa Code 4-10-01)

1. Maximum Lot coverage is 45% for an enclosed structure.
2. An additional 10% coverage may be used for open wall structures, such as carports, awnings, screen porches and ramadas.
3. Lot coverage is measured by dividing the enclosed structure area by the Lot area.
4. Total Lot coverage may not exceed 55%.

Fence/Wall Requirements

1. Materials
 - a. Acceptable: Wrought iron, masonry or combination thereof, and split rail fences.
 - b. Prohibited: Chain link and other wire fences and wooden fences other than split rail.
 - c. Vinyl is not recommended.
2. Height Requirements
 - a. For Non-Golf Course Lots:
 - i. The side yard wall or fence height must be no more than 36 inches, if masonry, or 42 inches if a combination of masonry and wrought iron.
 - ii. The rear yard wall or fence height must be no more than 60 inches high. The rear yard is the area across the back of the Lot as well as that portion which runs to the back of the structure.
 - iii. The side wall or fence, which runs from the back of the structure towards the front of the Lot is limited to 36 inches.
 - b. For Golf Course Lots:
 - i. The rear yard wall or fence height must be no more than 36 inches high, if masonry, wrought iron or split rail.
 - ii. The rear yard wall or fence height must be no more than 42 inches high if constructed of a combination of masonry and wrought iron.
 - c. Swimming Pool Fencing:
 - i. Swimming pool fences are only approved for existing pools or for those subject to a new Project Approval request.
 - ii. Swimming Pool Fences must be no shorter than 60 inches and no taller than 72 inches.
 - d. Sight Barriers
 - i. Walls intended to hide objects immediately adjacent to the residence, such as air conditioners, heat pumps, water softeners, etc., may not exceed 60 inches in height.
3. Fences must be permanent and not temporary.

Exterior Improvements

Exterior changes are not permitted without approval from the Design Review Committee as more fully set forth in the Design Review Committee Rules (*see Section below*). Proposals for exterior changes must be submitted to the Design Review Committee in writing. Owners must receive written approval prior to making any exterior changes. The purpose of this restriction is to maintain the architectural integrity of the community. Owners or Residents in violation of this regulation will be notified by the Association in writing requesting the Owner remedy said violation immediately at their expense. If the violation is not remedied within ten (10) days, the Association may remedy the violation and the Owner will be billed for any remedial costs and be subject to fines established in "VIOLATIONS AND FINES" Section of this document.

Licensed Contractors

4. All Owners must provide the HOA Office with the Arizona Registrar of Contractors recorded license number for their contractor. The license provided must be in the contractor's name or self-owned company or their own limited liability company. The contractor cannot operate under another person's R.O.C. number. The R.O.C. number must be listed on the Project Approval Request form filed with the DRC and must be identified on any signage exhibited on the lot.
5. DRC Request form will only be approved if contractors are licensed, bonded and insured and proof is provided to the HOA Office.
6. It is Apache Wells Homeowners Association's intention to review all City of Mesa plans and permits issued for project work and enter this data into the Architectural software module to track. However, this does not relieve the Owner of the responsibility to ensure all paperwork or permits are in compliance with the City of Mesa.

CLOSING

THE RULES AND REGULATIONS OF THE ASSOCIATION ARE SUBJECT TO CHANGE AND/OR AMENDMENT AT ANY TIME BY THE ASSOCIATION'S BOARD OF DIRECTORS. VIOLATION OF THESE RULES AND REGULATIONS MAY RESULT IN, BUT IS NOT LIMITED TO, FINES, SUSPENSION OF VOTING RIGHTS AND SUSPENSION OF USE RIGHTS TO THE COMMON AREAS AND RECREATIONAL AMENITIES

Any questions regarding the Association's Rules and Regulations; Declaration of Covenants, Conditions and Restrictions and any Governing Documents; or any general questions regarding the Apache Wells Community should be addressed to the management team or to the Board of Directors.

The Board of Directors and your neighbors "Thank You" in advance for your cooperation and making the Community a great place to live.

The BOARD OF DIRECTORS
Apache Wells Homeowners Association, Inc.
Effective November 10, 2022
Revised February 16 2023
Revised December 11 2025