



**SCOTTSDALE EAST HOMES, INC.**  
**Rules & Regulations / Members Manual**  
**Adopted November 17, 2021**

***Welcome Member,***

*This Rules & Regulations / Members Manual is prepared for your information and convenience and contains both basic and specific information about your duties and obligations as members in this cooperative. It is designed to answer most of your questions.*

*As part of becoming a member you will receive a copy of the governing documents to include the Articles of Incorporation, Bylaws, Occupancy Agreement and Rules & Regulations / Members Manual. It is important these documents be read, so we will have a common knowledge about what to expect of us as members, but what is expected of us as a cooperative by our membership.*

*Management is available to answer any additional questions you might have concerning the governing documents.*

*The Scottsdale East Homes, Inc. cooperative is your home.  
We hope you will treat it as such and treat the other members as your  
friends and neighbors.*

**We, the current membership, Board of Directors and Management  
believe in and support these purposes and goals and we welcome  
YOU.**

In accordance with cooperative principles, sound business operations and our corporate Articles of Incorporation, Bylaws and Occupancy Agreement, this are the goals of S.E.H:

1. To maintain S.E.H as a cooperative community providing affordable housing to its members.
2. To operate a sound and efficient business that can survive in a competitive economy.
3. To distribute services with maximum benefit to the Members of this cooperative.
4. To encourage all Members to become actively involved in the operation of this cooperative.
5. To promote cooperative development and co-op concepts through community activities

The property is owned by Scottsdale East Homes, Inc., and as a member you are part of our corporation. The following information will give you just a beginning on your continual education process of cooperative living.

The most important thing to know and to remember is you are NOT buying real estate.

- YOU WILL NEVER HOLD TITLE TO THE PROPERTY.
- YOU CANNOT USE IT FOR ANY FORM OF COLLATERAL.
- NO LIENS CAN BE PLACED AGAINST IT AS A RESULT OF ANY OF YOUR PERSONAL TRANSACTIONS.

Owning a membership at S.E.H allows for residency in a specific unit that allows the right to use the amenities under certain terms and conditions. It is important to note that your membership is for the unit itself, not the real property it sits upon. The sole purpose for the existence of the corporation is to provide cooperative housing at the most reasonable cost possible.

The Scottsdale East Homes, Inc. corporation charges a MONTHLY CARRYING CHARGE which is payable to the corporation. Your monthly carrying charge covers only the actual costs of operating. The corporation is operated through a Board of Directors which makes the financial decisions. Since Board of Directors also own a membership, they have the same investment and interest in keeping the monthly carrying charges low. The carrying charges cover: Taxes, insurance, reserve contributions, general maintenance costs, administration, utilities, and ongoing maintenance of buildings, grounds, and amenities.

Part of the monthly carrying charge is set aside to reserve accounts. These contributions are for capital reserves and general reserves. Reserve accounts are in the monthly financial statement provided to the Board, and available to any member who requests them.

The General Liability Insurance covers the property itself, and the Corporation as a legal entity. It does NOT cover your own personal liability. Member is responsible for all your own personal possessions, any upgrades, or additions you make to your unit such as: flooring, new equipment, room additions, patio covers, patio sheds and décor. Medical insurance coverage for injuries to persons at your unit are your responsibility and personal liability. REMEMBER, you are moving into the unit on an **"AS IS"** basis and are liable for any repairs or maintenance necessitated by members own negligence or misuse.

The purpose of the Management and staff is to handle the upkeep of the physical property, administrative duties, enforcing Board policies, and assisting Members as needed with

maintenance service calls and member questions. In addition, Management is responsible for coordinating and answering questions for current, prospective, and new Members.

## About Us

- The office is located at 8210 Garfield Street. OFFICE is open Monday through Friday from 9:00 AM to 4:00 PM, closed 12pm to 1pm for lunch and holidays. **The office telephone number is 480-945-7561. The website is Scottsdaleeasthomes.com.** Maintenance service will still be available on days the office is closed, for Emergency situations
- UTILITIES (HOOK-UP FOR NEW MEMBER). S.E.H covers community utilities of water, sewer, and garbage. MEMBERS are responsible for unit utilities: electricity, gas, phone, and cable/internet.
  - ✓ Electricity - (SRP) Salt River Project 602-236-888
  - ✓ Gas – Southwest Gas 877-860-6020
  - ✓ Cable/Internet \* See rules regarding satellite dishes
- Each Complex (referred to as Quads) have community use rooms. OFFICE in Kingsley, LIBRARY in Judson, EXERCISE ROOM in London, Meeting ROOM in Manchester. The Manchester Meeting Room and pool ramada areas are available to be reserved for personal events with required and refundable deposit.
- There are four LAUNDRY ROOMS and four POOLS, one located in each quad. Members may use any pool or laundry.
- The property has a COMMUNITY GARDEN at Judson, a CAR WASH area located at the north side of the center island, a BASKETBALL HOOP on the South side of the center island and two BIKE SHEDS.
- There are four standing committees: Finance, Welcoming, Beautification / Landscaping, Recreation/Fitness/Activities. Contact the office for more committee information.
- Periodically there are social get-togethers, holiday, and other special events throughout the year.
- The community is governed by an elected, five (5) member Board of Directors. Open Membership meetings are held at least four times a year, and Board meetings will be called as deemed necessary. Typically, meetings are not called June, July and August and are held in the Manchester room. There is an Annual Meeting held in March and occasional Special Meetings.
- Meeting minutes and corporate financial reports are available upon request in the office.
- News information or alerts are distributed periodically and are either emailed or hand delivered to each unit. Be sure to read them carefully as they contain information important to all members. SCOOP a newsletter distributed by email unless otherwise requested. NOTICES are posted on bulletin boards or on unit front door clips. BULLETIN BOARDS are located by the mailboxes and in laundry rooms. *Do not remove Office or Board postings.*  
E-MAIL please have your email address listed with the office and update any new email address as needed.

# RULES & REGULATIONS

## 1 Occupancy

- a. **MEMBER APPLICATION** - Application to become a member or occupant is subject to credit check and background check at the applicant's cost. Any changes or additional occupants must be approved and documented in an additional Occupancy Agreement.
- b. **MEMBER** - "Member" is the name(s) listed on your Occupancy Agreement.
- c. **OCCUPANCY AGREEMENT** - Your Occupancy Agreement is a legal agreement between you and Scottsdale East Homes, Inc. and is automatically renewed unless terminated by you or the Board of Directors. Scottsdale East Homes, Inc. cannot terminate your Occupancy Agreement except for cause. You may terminate your Occupancy Agreement at any time by completing the Membership Unit Listing Agreement form, and upon Management or Board approval of and receipt of purchase payment by the new member (buyer). All member forms can be obtained at the office. The cooperative is intended to be a member owned, member occupied, member operated housing development, and is to be used for the member's personal occupancy only. *You are responsible for payment of the carrying charges until a new member has been approved and has taken possession of the unit.*
- d. **OCCUPANT LIMITATIONS** - The Occupancy Agreement gives you certain rights as well as responsibilities. The items listed below will be found in your Occupancy Agreement. However, due to the importance, they are being repeated. An enclosed patio does not qualify as an extra bedroom. The following limits are set for the maximum number of occupants permitted in a specific size unit:
- |              |             |
|--------------|-------------|
| 1. Studio    | 2 Occupants |
| 2. 1 Bedroom | 2 Occupants |
| 3. 2 Bedroom | 4 Occupants |
| 4. 3 Bedroom | 6 Occupants |
- e. **ADDITIONAL OCCUPANTS** - Only the members and occupants listed on your Occupancy Agreement may live in the unit. **Boarders, renters, or subletting is NOT PERMITTED.** Any change or proposed change in occupancy must be submitted as an application for "occupant" to the Management.
- f. **SEASONAL OCCUPANTS** - When planning to leave your unit for an extended period, (over 30 days) inform the office and give them your contact information. Make sure that the office has a working key to your unit in case of an emergency. Members are liable if these rules are not followed. All members and occupants must comply with the following:
- Member(s) must remove all outside pot(s) before leaving for 30 days or more. Plantings/pot(s) not maintained will be removed. Not maintained is defined but not limited to dead plants and unsightly appearance.
  - Member must attend to all utility shut offs.
  - Member must be reachable by phone, email and designate another person for emergency contact.
  - Your vehicle must be moveable with a 24-hour notice. Leave a set of vehicle keys with your designated contact or neighbor. Do not leave keys with the S.E.H office.

- g. **GUESTS** - Members are at all times responsible for any actions of their guests. Member must notify the office, in writing, of any guests staying longer than seven (7) days. Guest's vehicle must be registered at that time and a Visitor PASS for the vehicle will be provided. Guests are permitted to reside with the member in their unit for a period not to exceed 30 consecutive days or for same guests and family to not exceed 60 days total in any calendar year. Extenuating circumstances may apply (caregivers) but must be approved by the Management or the Board. No unit may have a guest reside if the Member or occupant is not occupying the unit. Guest's pets are prohibited.

## 2 PAYMENTS

- a. **CARRYING CHARGES** are the cost of operating the co-op. The Carrying Charge and any ASSESSMENTS may be adjusted by the Board of Directors to meet co-op financial needs.
- b. **PAYMENT DUE DATE** - Your monthly Carrying charge and Assessments are due and payable on the FIRST OF EACH MONTH and become delinquent if not paid by 4:01 PM on the 10<sup>th</sup>.
- c. **PAYMENT OPTIONS** - Your payments may be made by the following:
1. Automatic debit, personal check, cashier's check or money order. Please be certain you list your unit number on all payments.
  2. A mail drop box is available for afterhours deposit of payments
  3. NO CASH PAYMENTS are accepted. NO exceptions.
- d. **LATE CHARGES/FINES/OTHER COSTS** – Late charges, fines and other costs are due and payable at the first of next month following the date costs, charge or fine was incurred.
- e. **RETURNED PAYMENT** - Any payments which are returned for insufficient funds shall be assessed a non-sufficient funds charge, plus the necessary late fees beginning on the 11th day of the month the original charge was due.
- f. **NON-PAYMENT** - Non-payment of carrying charges, assessments, charges, or fines may result in termination of Occupancy Agreement.

## 3 Privacy/Security

No member or their guests are permitted to infringe on the rights of other members.

- a. **CONFIDENTIAL INFORMATION** –The Board of Directors will require Management, staff, and members understand and accept their duty to keep personal problems and private information in strict confidence.
- b. **VISITORS** – Visitors and family asking for specific member information i.e. unit number, members phone number or keys, will NOT have them given to them.

- c. **UNIT ENTRY** – Management and staff WILL PROVIDE YOU REASONABLE NOTICE of entering your unit for purposes of repair and inspection. However, in case of an emergency, we must gain entry as quickly as possible by whatever means. It is essential to have a full set of keys, including deadbolt key in the office for your unit. Our staff will, at all times, respect your right to privacy as long as it does not interfere with the care of the property.
- d. **CONTACT INFORMATION** - Please provide the office with your home and cell telephone numbers, email, as well as a contact number where a responsible adult can be reached in case of an emergency.

## 4 Units

- a. **INSURANCE** - The S.E.H corporate insurance provides coverage for ORIGINAL EQUIPMENT AND PROPERTY. Any additions, changes, or improvements to the property by the members are NOT covered. Therefore, it is essential you have a personal insurance policy that will cover your belongings and improvements as they are not covered by co-op insurance for any reason.

The following are the responsibility of the member's own insurance policy:

1. Your personal belongings
  2. Upgrades (including outside patio) to include appliances, renovations, and changes to architectural design of any kind made by current or previous member.
- b. **ENCLOSED PATIOS** - Members may plant gardens within their enclosed patios. No trees may be planted within the fenced patio areas. Existing trees will be excused from this rule so long as the trees do not become a hazard or encroach into common walkways, plumbing, neighboring patios, or block walls. No pots, boxes or other objects are to be placed on the top of the fence at any time.
  - c. **GATE CLOSING systems and locks** – Spring-activated, gravity operated, weights or other closing systems are prohibited. Locks/latches provided upon initial installation by the co-op must be used. Latching or locking mechanisms are to be installed on the gate or on the block with specific prior approval by the Board. The cost of locks is the member's responsibility.
  - d. **ADDITIONS/MODIFICATIONS** - Alterations, modifications, deletions, or any structural changes may **NOT** be made without completed Architectural Request Form and prior approval of the Management or Board of Directors. Satellite, internet devices and antennas must be approved by Management prior to installation. Forms are available in the office and will require the names/company of who will be providing the services. All Architectural Request Forms will be subject to the terms and conditions of hazard requirements, Rules & Regulations, and governing documents. Any changes done without approval will be subject to removal, and/or fines.

e. **SAFETY –**

**City of Scottsdale Fire Ordinance--Scottsdale Revised Codes, Chapter 36-18, Ordinance #4283: 2015 IFC**

- **Open-Flame Cooking Devices;** “Charcoal burners, chimineas, barbecues fixed, or portable, and other open flame devices are prohibited on combustible balconies or within 10 feet (3048 mm) of combustible construction.”
- **Liquefied petroleum gas-fueled cooking devices;** “No person shall use individual fixed or portable, LP-gas burners or barbecues on or under any attached covered patios, balconies, covered walkways, stairs, or roof overhangs and shall not be located within 10 feet (3048 mm) of combustible construction”.
- **Storage of open flame cooking devices and barbecues;** “Storage of barbecues on or under balconies will be allowed in accordance with the written City Fire Department Interpretation and Applications Manual” Exceptions: 1. If the fire department receives complaints or suspects the cooking device or barbecue is being used, the fire department will require the device to be removed from the premises.
- **Additional Information** The use of propane gas cylinders on balconies is strictly prohibited. Liquefied petroleum gas (propane) cylinder or containers shall not be located inside a building or within 5 feet of any building or adjoining property line. Electric grills or barbecues are allowed to be used for cooking on patios. It is recommended for this activity that a multi-purpose - ABC type fire extinguisher be located in a readily accessible location.
  1. NEVER use the water heater closet for ANY storage!
  2. No grills are allowed under patio coverings, except electric grills
  3. The use of BBQ gas grills is prohibited within 5 feet of any building

## 5 Common Grounds

- a. **COMMON AREAS** refer to all areas outside the patios and/or Immediate “limited common area” as defined as a circumference of area from a unit wall to any common sidewalk or wall. Please keep the appearance of the common areas and your “limited common areas” outside your unit within the scope of these rules.
1. No trees or plants may be planted without prior approval of the Board. Any plantings placed on common area property may be removed at the discretion of the Manager and/or the Board of Directors.
  2. There will be NO placement and storage of any items in the breezeways, or common areas or “limited common areas”.
  3. Water hoses are only permitted to be left outside if neatly stored in a container, on a wheel stand or hose reel. Hose reels must be Board approved. Unattended hoses must be marked by a caution cone.
  4. Fruit trees or Pencil Cactus are not permitted anywhere in the community.
  5. No bird feeders are allowed except for hummingbird feeders.
  6. No ivy, mile-minute, honeysuckle, or other creepers can be allowed to run or grow on the block fences. All plantings of this nature which are found to be growing on the block fences will be removed.
  7. Individual yard sales are prohibited. Bi-annual community yards sales are organized for the fall and spring. Contact the office for yard sale information.

- b. **LIMITED COMMON AREA** - is defined as a circumference of area from a unit wall to no more than 4 feet from wall.
1. All units are asked to keep their lawn furniture within their limited common area not to exceed a small table and 4 chairs. Lawn Furniture must remain in good repair.
  2. Artificial plants, window boxes and pots on or attached to the exterior patio fences, walls, balconies or building siding are PROHIBITED.
- c. **LITTER/GARBAGE CONTAINERS** - Stairwells, breezeways, trash bin areas, parking lots, and common areas should be kept clear of all personal objects and litter at all times. Large and/or heavy items such as sofas, tables, and mattresses, are not to be placed in the trash bins. PLEASE breakdown boxes before placing in recycle bins.
- d. **PEST CONTROL** – Management will coordinate routine exterminator services. Members may have additional services for their internal unit or/patio for a fee, if done the same day. Call the office if you are interested in further details.
- e. **VANDALISM** - Residents should report acts of vandalism to the office, and to the police. Provide unit number, or other location, description of persons involved, etc. Vandalism to your unit is your responsibility unless another party can be positively identified as responsible. Non-emergency POLICE 480-946-9511.
- f. **NOISE/NUSICANCES** - Residents are to be considerate of their neighbors. Members or their guests may not make any disturbing noises, conduct music, stereo, television, or partying in their unit or elsewhere on the property that annoys or violates peaceful possession of other members. Musical instruments, stereos, televisions, and radios are to be kept low enough that no one else can hear them between the hours of 11:00 PM and 7:00 AM. If a member's action does create a disturbance for other members, the offending member will be notified in writing first and subject to fine for second occurrence.
- g. **POOLS**
1. **POOL HOURS** - Pools will be open for regular use daily except when being cleaned, closed for repairs or severe weather. QUIET SWIMMING ONLY BEFORE 8:00 AM and AFTER 9:00 PM. NO LOUD or disturbing noise, including radios, stereos, amplified instruments any time.
  2. **POOL AREA SAFETY** – No glass containers in the pool areas. Drinks must be in unbreakable containers. Our pools are NOT DIVING POOLS and should not be used as such, either from the side of the pool, or from any structure. NO LIFEGUARDS are provided, members are responsible for their own safety, and that of their children and guests.
  3. **GUESTS/VISITORS** - At NO TIME shall anyone's guests or visitors number more than 10.
  4. **GATES** - DO NOT open the gate to allow someone in who claims to have lost their key. Gates may not be propped open for any reason. Members may NOT leave their key in the gate lock for the convenience of their own party going in and out. Keys found in the locks will be removed.
  5. **BATHING ATTIRE** Children in diapers must be securely wearing swim diapers that fit snugly at legs and waist. NO street clothes allowed. Please restrict use of lotions, hair sprays, barrettes, hair pins etc. before using the pool.



**LEFT ITEMS** The S.E.H is not responsible for any items left in the pool area and they will be removed.

- h. **LAUNDRY FACILITIES** - Each member has a key which fits any of our four (4) laundry areas. The doors are always kept locked for security and you must have a key to gain entry. The machines do not take coins. Re-loadable cards are available in the office during regular business hours. Please observe the following:
  - 1. Laundry use hours are from 7:00 A.M. until 11:00 P.M.
  - 2. Operate the machines according to the instructions and restrictions posted.
  - 3. Report any vandalism or broken machines to the office.
- i. **PLAY AREA –** Members and children use the playground equipment at their OWN RISK. At no time are children to be left unattended at the play area.

## 6 Vehicles

- a. **SPEED REQUIRMENTS** - The SPEED LIMIT OF 10 MPH must be observed at all times.
- b. **PARKING PERMITS** - All members' vehicle(s) must display an S.E.H. Parking Permit or Visitor pass. Parking permit are available in the office and must be placed on the back window of the driver's side. Any vehicle(s) without a Parking Permit WILL BE SUBJECT TO TOWING.
- c. **OVERSIZED VEHICLES-** Trailers, motorhomes and buses may not park in the parking areas without a temporary parking permit obtained from the office.
- d. **MEMBER ASSIGNED PARKING SPACES** - Residents shall park their vehicles in their designated numbered parking spaces.
- e. **GUEST PARKING** - Guest's must park their cars in unnumbered spaces only, display Visitor Parking Pass and abide by the same vehicle rules as members.
- f. **HANDICAP/LOADING ZONES** - Parking areas marked in RED, and all curbs, must be kept clear in accordance with the city fire zone regulations. At no time may the handicapped ramps be blocked, nor designated handicapped spaces used by vehicles not bearing a handicapped license plate or certificate.
- g. **VEHICLE REPAIRS** - Residents are not permitted to make repairs to their cars in the parking areas except for emergency repair. Notify the office for emergency repair.
- h. **ABANDONED VEHICLES** - Cars LEFT UNATTENDED or ON JACKS is PROHIBITED. Abandoned or inoperable vehicles will be tagged and towed at the owner's expense.
- i. **VEHICLE WASHING** - A car washing station is located at the north side of the center island. Vehicle washing in any other area is NOT PERMITTED.

- j. **BIKES** - Bicycles are PROHIBITED from being secured, attached, or chained to the buildings. If you want to place your bike in the bike shed, please inquire at the office and register your bike(s).
- k. **WHEELED ITEMS** - Skateboards, roller-skates, roller blades, bicycles, and motorcycle riding on any walkways are PROHIBITED.

## 7 Maintenance/Repairs

**REPORTING REPAIRS/WORK ORDERS** - PLEASE contact the office and report any needed repairs at your earliest opportunity. A work order will be generated, and records of all work orders are maintained at the office.

- a. **A/C FILTERS** – Member is responsible for changing the filter on the return air ducts once a month. Filters are available, at no charge, in the office. In the event damage is done to the air conditioner or heater due to negligence and not replacing filters the member will incur charges for parts and labor to repair. Handicapped members may contact office for assistance with changing filters.
- b. **REPAIR CHARGES** - There is no charge for *most* repairs which are a result of normal wear and tear on original items. When in doubt about specific coverage's, please ask the Management. Members will be responsible for proven negligence or willful damage to co-op unit and/or any common area property owned by S.E.H. Charges for repairs will incur to member. Failure to pay such charge constitutes a default of the Occupancy Agreement and is cause for termination of membership.
- c. **LOCK OUTS**- If you are locked out of your unit during regular office hours please contact the office for entry. Lock outs occurring *after* regular office hours, please call the office phone number and follow the directions. There is a service charge for maintenance providing entry after hours.

## 8 Emergency

- a. **MAINTENANCE EMERGENCIES** - Anything that threatens the health and safety of members or property should be treated as an emergency and reported immediately to the Manager. Such matters as a jammed garbage disposal or a stopped-up sink are NOT considered emergencies. A charge will be made for non-emergency maintenance service requests after-hours, weekends, and holidays. Office hours are 9am to 4pm Monday through Friday excluding holidays. The following are examples of an emergency:
  - 1. A non-functioning toilet IF you have only one toilet in your unit. If you have two and one toilet still works, the other toilet can be fixed in the regular course of work orders. There will be a trip charge for afterhours and weekends.
  - 2. A gas leaks. EVACUATE the area, **first** call Southwest Gas 877-860-602, then 911 Fire emergency. Following those calls contact the office or office afterhours emergency number so they can alert neighboring units if needed
  - 3. Complete loss of electrical power. Before calling the maintenance staff, please check your circuit breaker panel as your breaker may only need to be reset
  - 4. Any water leaks.
  - 5. Failure of heating or cooling system.
  - 6. Check with your service provider

b. **GENERAL –**

- In case of fire..... **DIAL 911**. Members are reminded that should a fire occur, and it is discovered an action by the member was negligent the Member will be responsible, and charges may incur.
- POLICE DIAL 911. For non-emergencies contact the Scottsdale Police Department at 480-946-9511.

c. **AFTER HOURS -** In case of fire - **DIAL 911**. Gas leaks call SW Gas – 877-860-6020 and then office. Member emergencies call the office 480-945-7561 and follow directions.

## 9 Pets

a. **No PETS/ANIMALS ALLOWED**

b. **SERVICE ANIMALS – S.E.H.** conforms to state and federal laws. All service pets and animals **MUST BE REGISTERED** with Management.

c. **VISITING PETS –** Guest and visitor's pets are prohibited.

## 10 Grievances/Complaints

Scottsdale East Homes, Inc. requires all requests, complaints, suggestions, etc., to be in **WRITING** to the Management.

In the event a Member questions the Management's resolution of the request, then write to the Board of Directors. The only exception to this is routine maintenance matters that can be written in few words on our Work Order Forms. Refer to Bylaws and Occupancy Agreement for specific policy and procedures.

a. **MEMBER to MEMBER -** Members should try to settle differences between themselves privately before seeking the assistance of the Management or Board of Directors.

b. **MANAGEMENT –** Concerns against Management should be brought to the Board of Directors.

c. **EMPLOYEE/VENDORS -** Concerns against employees or vendors should be brought to the attention of the Management first. **NO ONE** except Management or Board Director will provide instructions and directives to employees and vendors.

## **11 Move in/Move outs**

Members are required to comply with the required forms with assistance from Management. Members are responsible for carrying charges, assessments, charges, and utilities in their unit both upon move-in and move-out.

## **12 Violations**

All infractions and violations of conditions and rules in the Bylaws, Occupancy Agreement and in the Rules & Regulations are subject to violation letters, restitution, and charges. See Charges list for specifics.