

**TIFFANY PLACE  
HOMEOWNERS ASSOCIATION**

**RULES AND REGULATIONS**  
**Effective May 1, 2021**

Tiffany Place is a community of 40 homes. It is important to each owner that the community maintains a high aesthetic as well as a strong financial value. The purpose of these Rules and Regulations is to describe policy set forth by the Board of Directors and to summarize the Declaration of Covenants, Conditions and Restrictions for Tiffany Place dated February 24, 1981, and recorded in Maricopa County, Arizona on March 10, 1981, at Docket 15074, page 202 (CC&R's), Articles of Incorporation, Bylaws and the Rules & Regulations, hereinafter referred to as (the "Governing Documents") which by Arizona Revised Statutes have been accepted by each owner as a part of owning a home within Tiffany Place. These Rules and Regulations are adopted by the Association's Board of Directors pursuant to Sections 2.6 and 15.8 of the CC&R's.

The maintenance of all facilities and the common area is paid for by an assessment fee. Therefore, it is to the advantage of all to enjoy the facilities and see that they are cared for in a proper manner. If each member will respect the feelings and rights of other members, we will achieve our goal of harmonious community living.

The management company is the contractual administrator of the Association. The management company carries out the day-to-day business of the Association including, but not limited to: all accounting functions, homeowner inquiries, overseeing maintenance of all common property, and is charged with enforcement of the Governing Documents of the Association.

Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the CC&R's.

**VOTING RIGHTS/USAGE PRIVILEGES**

Each Unit Owner has an undivided interest in the Association and has one vote per Unit owned. In accordance with Article II of the Bylaws, assessments that remain unpaid in excess of fourteen (14) days following their due date(s), will result in the Association suspending the Owner's voting rights, as well as the right of any occupant residing in the Owner's Unit, to the use of the recreational facilities or any other Common Elements until the account is brought current.

**ARCHITECTURAL CONTROL**

The community was planned by architects and seeks to carry out a uniform appearance. Therefore, except as provided by the Governing Documents, alterations or additions are not permitted. It is clearly stated that NO alterations or additions to the outside of Owner's Units, including but not limited to windows, doors, awnings, clothes lines, radio, television or other antennas, roof top solar devices, light fixtures, private walks, front entry doors or the building

structure itself, are to be made without prior written approval from the Board of Directors. For proper procedure to inquire as to requirements and/or to obtain approval, contact the Association's management company and request an Architectural Change Form (sample form attached).

### **EXTERIOR SIGNS**

No signs are allowed other than:

- 1) A name and address sign not exceeding 9 inches by 30 inches.
- 2) Address/house number sign (use of Tiffany designed plaque is required)
- 3) One standard real estate "For Sale" or "For Lease" sign, properly affixed to a sign post, or placed in the ground. Sign location/placement should not block vision of drivers/vehicles entering, exiting, or traveling through the property, or on to an adjacent public street.
- 4) One political sign per lot shall be limited to 2 x 3 feet in size. Sign may be placed ten (10) days prior to the election and must be removed within ten (10) days after the date of the election.

### **CHILDREN**

This community is a family community; therefore, children are a part of the community and all consideration shall be given to their presence at all times. Parents and/or guardians have a responsibility to maintain supervision of the children under their care at all times, and will be held accountable for any damage caused by the children. The local policing authority is to be called in any suspected criminal activity involving children on the property.

### **HOMEOWNER RESPONSIBILITIES**

- 1) Knowledge of and adherence to the contents of the Governing Documents.
- 2) Maintenance of the Unit and the airspace for patio, fenced yard, all trees, shrubs, plants, and grass within the fenced yard areas.
- 3) In accordance with the CC&R's Article III, Section 3.1 (b)(i) Owners must maintain, repair and replace at Owner's expense, all exterior, interior and structural portions of his Townhome Dwelling, Garage and Patio, all wiring, meters, utility outlets and facilities serving his Townhome Unit, including walkways and driveways servicing such Unit. Owner's responsibilities for the foregoing also include but are not limited to roofs, walls, beams above each Unit, gates accessing private yards and/or atriums attached to Owner's Townhome Unit.
- 4) Owners, whether absentee or possessing their Unit, are accountable for their actions, as well as actions of their guests, tenants, and tenants' guests while such persons are on the property. Owners shall provide their tenants with a copy of these Rules & Regulations and other pertinent information in the other "Governing Documents".

## GENERAL RESTRICTIONS

- 1) No obnoxious, offensive or illegal activities are permitted. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.
- 2) Noise should be kept at a level so as not to disturb your neighbors.
- 3) NOTHING is to be left stored outside the Unit or fenced yard (bricks, blocks, wood, equipment, etc). **Notwithstanding the foregoing,**
  - a. **An aesthetically reasonable number of decorative pots, miscellaneous exterior décor, and/or an appropriately sized table with chairs (placed at the entry) are permitted in front of a Unit so long as, i) they are actively being used and are kept clean and in good condition, ii) the placement of these articles do not impede the landscapers ability to maintain the Common Areas and iii) dead foliage and plants are promptly removed from containers during the off-season(s), noting however neither the Association nor its landscape contractor shall take any responsibility for damage to exterior personal décor should damages to the articles occur as they service the Common Areas.**
  - b. **Hoses that are utilized to water plants or trees may remain behind the pony walls so long as they are actively being used, are in good condition, and are not visible from the street.**
  - c. **Splash blocks utilized for roof run-off may be utilized along the exterior of a Unit and behind pony walls, but must be maintained in good condition.**
- 4) No rubbish or debris can accumulate on a lot. Trash must be in containers and kept in the garage or fenced yard. **Trash containers may not be stored behind a Unit's pony wall.** Trash cans **may not** be placed out for collection prior to **3/pm, the afternoon** before the pick-up day and must be returned to their storage place (back yard or in the garage) by the end of each trash pick-up day.
- 5) No reflective materials are to be used to cover over Unit windows. No enclosures, drapes, blinds, shades, or other items affecting the appearance of a Unit from outside the Townhome Unit shall be constructed or installed without the prior written consent of the Board of Directors.
- 6) **Exterior solar screens, if installed in windows, must be a light beige. Screens on front entry security doors must be a dark brown or black.**
- 7) **Interior window treatments shall be required on all ground level windows (including the garage) and must be white or light beige, or have a white or light beige lining that faces the outside of the Unit.**
- 8) No Unit shall be used as a business location whereby clients or customers of the occupant of the home, come to the home to conduct their business.
- 9) No Unit shall be rented or leased for less than six (6) months; the lease shall be subject to all the provisions of the "Governing Documents". Within thirty (30) days of the lease execution Owners must provide the Board of Directors with the name, address and contact information of the tenant and the length of the lease. Regardless of whether or not a Unit is rented, all notices will be sent to the Owner of the Unit. It is the Unit Owner's responsibility to communicate with their tenant(s), and to enforce their compliance of the Governing Documents.

- 10) Owners shall not assume responsibility for the maintenance of the Common Elements or the replanting of trees, shrubs or grass on the Common Elements, or any areas maintained by the Association without having received prior approval by the Board of Directors.
- 11) No skateboards, roller skates, bicycles, etc. are permitted within the pool area, grassy areas or sidewalks.
- 12) In no event shall satellite dishes be larger than 18” in diameter and so long as reception is not unreasonably impaired, they must be mounted on a stand so as not to be visible. **Cables that service satellite dishes or other rooftop equipment must be appropriately affixed in a location approved by the Board of Directors and thereafter painted to match the body color of the Unit.**
- 13) Any and all **exterior** seasonal/holiday decorations may be displayed up to 30 days prior to the holiday, but must be removed within 2 weeks following the holiday. Notwithstanding the foregoing to the contrary, seasonal lights and décor may be displayed between Thanksgiving weekend and January 7<sup>th</sup>, but must be removed on or before January 7<sup>th</sup>.
- 14) Fireworks of any kind are prohibited in the Tiffany Place community, as a whole.

#### PETS

- 1) Only generally recognized household pets shall be allowed to reside in the community. No vicious breeds of dogs shall be permitted. The Board of Directors retains the right to limit the number of pets in any one Unit if the pets infringe on the quiet enjoyment of their neighbor(s), create a health hazard or emit odors. “Generally recognized household pets” shall by example mean a dog, cat, fish, gerbil, hamster, turtles or bird of a variety commonly kept as household pets.
- 2) At no time is a pet (of any breed or nature) allowed in the pool area, unless such pet is a documented service animal, and is required for the physical safety of the Owner or visitor while in the pool area. Refer also to POOL RULES #10 herein.
- 3) All dogs shall be kept on a leash, in the Owner’s arms or in a carry container at all times while outside the Unit and all pets shall be directly under the control of the owner, lessee, occupant, or guest at all times. Cats must be kept as “house cats”, meaning they must be directly under the control of the owner, lessee, occupant, or guest at all times and are therefore not allowed to wander the Common Elements.
- 4) **PET OWNERS ARE RESPONSIBLE FOR CLEANING UP AFTER THEIR PET(S) AT ALL TIMES.** If maintenance personnel have to clean up waste matter after a pet or if the pet causes damage, the Association will assess the Owner of the Unit that the pet owner resides in for a minimum of one (1) hour labor (calculated at a rate of \$25.00 per hour). The hourly rate of the penalty shall increase 1.5% annually (calculated from January 1, 2010).
- 5) No pet shall at any time be tied up and left unattended, either in the Common Elements or in the back yard of a Unit.
- 6) No dog shall be allowed to bark continuously for any reason.
- 7) Pets that display vicious or aggressive behavior shall not be left in a yard unattended.

## INSURANCE

The Association maintains insurance coverage for Directors and Offers Liability, General Common Area Liability and coverage for all Common Property including the building exteriors. Each Unit Owner will be responsible for the deductible on the Association's policy for any damage to any part of their Unit that is not considered common property or common elements by the "Governing Documents" that is being covered by the Association's policy, unless such damage is a result of damage to common property or common elements first. It is recommended that each Owner carry a separate "condo" policy for real property inside their Units not considered common property or common elements, personal contents and personal liability coverage.

## POOL RULES

***\*\* THERE IS NO LIFEGUARD ON DUTY AT ANY TIME. YOUR USE OF POOL AND SPA ARE EXCLUSIVELY AT YOUR OWN RISK \*\****

Local laws and ordinances as well as general common sense and courtesy will prevail at the pool. Since the pool is a shallow game pool, varying from three to five feet in depth, do not jump or dive into the pool.

Use of the pool by an Owner, or his tenants or guests, is dependent on such Owner being current in his Association assessments. Failure to turn in a pool key when demanded by the Board of Directors will result in the Owner being assessed the cost of a new lock and reissuing of keys to the Association membership.

Keys to the pool area will be strictly controlled by the Board of Directors through the management company. One key per Unit will be issued. Any Owner who has a pool key duplicated or allows a pool key to be duplicated will bear the expense of changing the locks and reissuing keys to the Association membership.

The pool is for the use of residents of the property first and foremost. A limit of four (4) guests per Unit when accompanied by a resident will be allowed only when it will not interfere with other residents' usage of the pool. The Owner of a Unit will always be held responsible for the actions of a tenant or any guest of the Unit.

- 1) The pool is OPEN 6:00 a.m. to 11:59 p.m. Quiet hours at the pool will be from 6:00 a.m. to 8:00 a.m. and 10 p.m. to 11:59 p.m. The pool will be CLOSED from 12:00 a.m. to 6:00 a.m. No music will be played; absolutely no loud or boisterous activities or the pool will be closed immediately.
- 2) Absolutely no glass of any kind in the pool area.
- 3) No food shall be permitted in the pool area except under the covered areas.
- 4) No running around the pool.

- 5) No loud noise or disturbance, as to bother any other resident
- 6) No profanity or abusive language
- 7) Proper swimming attire required if entering the pool. No cutoffs.
- 8) Suntan oil is to be washed off before entering the pool
- 9) Flotation mattress devices are not to be used when there are five (5) or more people in the pool
- 10) Pets (except documented service animals) shall not be permitted in the pool area. Refer to PETS #2 herein.
- 11) No one under the age of 16 years is to be within the fenced pool area unless accompanied by a resident that is 18 years or older.
- 12) Only those items made for swimming pool use are to be used in the pool.
- 13) Skateboards, roller skates and bicycles are prohibited in the pool area.
- 14) Chairs and chaise lounges shall not be placed within four feet of the pool or spa.
- 15) Gates are not to be propped or blocked open or kept from latching. This poses a serious safety hazard and will result in all recreational privileges being revoked. Owners, guests and tenants utilizing the pool are responsible to latch the gate when leaving the pool area.
- 16) If asked for verification of recreational privileges while at the pool by either a representative of the management company or one of the Board of Directors, you must show your pool key.
- 17) Smoking is prohibited within the fenced Common Area, which encloses the pool and the spa. Additionally, the 20-foot area immediately adjacent to the pool entry gate is also designated as a nonsmoking area.

These rules are designated to extend the life of the pool, reduce maintenance costs, and promote safety. They will be strictly enforced! Violations of these rules may result in the Owner being assessed additional maintenance fees, fine and/or penalties.

### VEHICLES

- 1) No motor vehicle shall be repaired or constructed in the streets, driveways or common areas. Emergency repairs only will be permitted, i.e. changing a flat tire, dead battery, etc. No other repair work is to be undertaken.
- 2) No recreational vehicle of any type is permitted to be parked or stored in the streets, driveways or Common Elements, unless loading or unloading. Loading or unloading times shall not exceed two (2) hours. This includes motor homes, mobile homes, travel trailers, campers, boats or any type trailer.
- 3) Vehicles parked on the street must be parked in the same direction as the flow of traffic and so as to not obstruct pedestrian access to any part of the sidewalk or an owner's access to freely come and go from their garage.
- 4) No commercial type vehicle or trucks other than passenger vehicles are to be regularly parked in the streets, driveways or Common Elements.
- 5) No motor vehicle(s) shall be parked on property without current registration. Vehicles not regularly used must be kept off the property. Vehicles parked in

Common Elements showing evidence of being inoperable, abandoned or “stored” will be towed after being properly tagged by the management company.

- 6) The maximum speed limit in the complex is 10 miles per hour.
- 7) There shall be no parking in emergency vehicle lanes designated by red curbs.
- 8) There are ten (10) parking stalls to the west of the community’s pool. Four (4) stalls (two (2) to the north and two (2) stalls to the south of the pool entry sidewalk) are reserved for Visitors only. Visitors are defined as individuals that do not own, rent or occupy a home within Tiffany Place. Owners or those that rent or occupy a home within Tiffany Place may, subject to the conditions provided below, utilize one of the six (6) remaining stalls, hereinafter referred to as (the “Flex Stalls”). The Flex Stalls will, i) be on a first-come, first-serve basis, ii) restricted for use only by cars that are in daily use by the Owner, tenant or occupant, (e.g. stored and/or nonfunctioning cars will not be permitted), and iii) in no event can one Owner utilize more than one (1) of the six (6) Flex Stalls at one time. In addition to the foregoing Owners may not utilize the Flex Stalls for more than five (5) consecutive days unless such use is preapproved by the Managing Agent. Owner use of the Visitor parking may be utilized for up to five (5) minutes when retrieving mail from the community mailboxes.

### **CONFLICTS**

If in the event there are conflicts between these Rules and Regulations and the Governing Documents, the Governing Documents shall prevail. If in the event there are conflicts between these Rules & Regulations and the Arizona Revised Statutes, then the Arizona Revised Statutes shall prevail.

If any provision of the Rules & Regulations, or its application to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this document or the application of such provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

### **WAIVER**

The failure of the management company or the Board of Directors to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of the Governing Documents, or any of the Rules and Regulations, shall not be construed as a waiver or relinquishment of the future performance of such obligations of the Governing Documents or the Rules and Regulations, or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

**ASSESSMENT OF FINES AND/OR PENALTIES**

In accordance with the Governing Documents, the Board of Directors has authorized the management company on behalf of the Association to assess homeowners' fines and/or penalties for any violations of the Rules and Regulations, Bylaws or CC&R's.


Fines and/or penalties will be imposed in accordance with the Rules and Regulations CC&R Violation and Enforcement Policy.

**THESE RULES AND REGULATIONS WILL BE STRICTLY ENFORCED BY THE MANAGEMENT COMPANY. ANYONE WHO WILLFULLY DAMAGES OR OTHERWISE VANDALIZES OR DESTROYS ASSOCIATION PROPERTY WILL BE FINED AND PROSECUTED.**

**DOCUMENT REVISIONS**

This revision of the Rules and Regulation of Tiffany Place Homeowners Association is approved and adopted this 18<sup>th</sup> of March, 2021 by the Board of Directors.

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Deb Strange, Vice President/Treasurer

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98A7A794FF5C404  
Debbie Villa Brodman, Director