

Windsor Gardens Homeowners Association
Rules and Regulations – Revised March 2012

**WINDSOR GARDENS INC. HOMEOWNERS ASSOCIATION
5402 E WINDSOR AVE
PHOENIX, AZ 85008**

**RULES & REGULATIONS
REVISED MARCH 2012**

PREFACE

Living in a condominium can be a rewarding experience, both joyous and profitable, especially in ours, which we consider to be one of the finest. With this in mind, these Rules & Regulations have been compiled by your Association, pursuant to the Homeowners Association By-Laws and Covenants, Conditions, and Restrictions (CC&R's), which come with ownership of property, its value, and making this a more pleasant place to live. Your cooperation is essential. We do not have a rule for every situation, so we must always be considerate of our neighbors. The rules of common sense, good citizenship, and morality shall apply at all times.

Homeowners have been provided with copies of the CC&R's and By-Laws of the Association. We urge you to read both of these documents since they set forth, in complete and detailed form, the rights, duties, and obligations of each Homeowner. The following rules define portions of the CC&R's and By-Laws more clearly. If you no longer have your copy of the CC&R's and By-Laws, they are available for purchase at the Property Manager's office. Please read and become familiar with the Rules and Regulations carefully, and be sure you understand them fully.

Homeowners will be held financially responsible for any misuse and/or damage of property, and noncompliance with the Rules and Regulations for their guests, agents, and/or tenants.

The Board of Directors is a legal body duly elected to represent the Association and whose authority shall be absolute and final in all matters in accordance with the CC&R's.

PLEASE NOTE:

The Board of Directors and the Management Company will enforce all rules according to this revised version. All previous Rules and Regulations are now considered void.

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Fine Structure

The Board of Directors is given authority under Article VI, section 6.2 of the CC&R's for the Windsor Gardens to establish and enforce Rules and Regulations for the benefit of the Association. In Arizona, A.R.S. §33-12421 and 33-1903 of the Condominium Act empower condominium associations to impose reasonable monetary penalties upon unit owners for violation of the CC&R's, By-Laws, and/or the Rules and Regulations of the Association.

The fines and the process that follow non-compliance with the rules and regulations are as follows:

* First Offense	Warning Letter/No Fine
* Second Offense	\$ 75.00 fine + Costs
* Third Offense	\$150.00 fine + Costs
* Fourth & Subsequent Offense	\$300.00 fine + Costs

In the event that a homeowner wishes, he or she can request a hearing with the Board, by submitting a written request to the Property Management Company, within ten (10) days of receipt of the correspondence concerning the violation. The Board will then schedule a hearing at the next scheduled Board of Directors meeting. Prior to the hearing the Board has to discuss the matters with the party that has witnessed the violation. Following the hearing, the Board will review all pertinent facts and arrive at a final ruling. This ruling will then be submitted in writing to the person requesting the hearing.

In the event the fine is not paid by the stated due date, the Board of Directors have the right and the obligation to seek legal action. Any legal fees associated with the said violation(s) will be assessed to the homeowners account.

Please remember homeowners are obligated and responsible for ensuring their guests, agents, and/or tenants' compliance with the CC&R's, By-Laws, and Rules and Regulations set forth.

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Architectural Control: Owners and residents are prohibited from making any structural additions, alterations, improvements, or changes to the exterior of the condominium/property unless approved by the Board. Request forms can be obtained from the Property Management Office.

Assessment Collection Policy: The Board of Directors has adopted an assessment collection policy as outlined on pages 8 and 9 of these Rules and Regulations.

Business: No person shall operate a commercial or retail enterprise from any unit or space at Windsor Gardens that is detected by sight, smell, and/or noise.

Capital Improvement Contribution: Each purchaser shall pay to the Association, immediately upon becoming the Owner of the Unit, a contribution (the "Capital Improvement Contribution") to the reserves. The amount of the initial Capital Improvement Contribution shall be the sum equal to two monthly installments of the regular assessment for the Unit. Such amount shall be non-refundable and shall not be considered as an advance payment of any Assessments levied by the Association. The Board of Directors may from time to time thereafter increase or decrease the amount of the Capital Improvement Contribution.

Garbage and Refuse: All landings and stairways shall be maintained free and clear of refuse. All garbage must be in individual plastic bags and then placed in dumpsters. All large cartons/boxes must be broken down before placing in the dumpster. The waste service company will not remove anything that is outside the dumpster. Furniture and appliance items must be removed from the premises by the owner, and not placed in or around the dumpster.

Guest Actions and Activities: Owners are fully responsible and liable for the actions of guests, visitors, and/or lessees, and will be held accountable for any/all actions of their guests. Fines can/will be assessed to the Owners for their guest's non-compliance of Windsor Gardens rules and regulations.

Holiday Decorations: Holiday decorations including light strings are allowed without approval 30 days prior to the holiday and must be removed within 30 days after the indicated holiday. Decorations shall remain subject to review by the Board and may be disapproved for any reason. *Holiday shall mean, but is not limited to, traditional decoration-adorning holidays such as: Christmas, Hanukah, Thanksgiving, and Halloween.* Should you wish to put up any decorations and/or holiday lights for any holiday not indicated, you must submit an architectural application to the Architectural Committee for approval prior to installing.

Homeowners Association Fee:

1. Fees are due on the first day of each month and payable to Windsor Gardens, Inc.

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2. If the assessment payment is not received within thirty (30) days of its due date, the payment will be considered delinquent and a late fee of \$20.00 will be assessed.
3. If the delinquent payment is not received by 60 days after the initial due date, a certified intent to lien notice will be mailed and a fee of \$20.00 will be assessed. In addition, the Unit will be subject to the Water Restriction Policy as outlines on page 10 of these Rules.
4. If after 90 days the delinquent payment is not received, a lien will be filed on the unit.
5. If payment is not received after 120 days, the account will be transferred to collections. After the account is in collections, further activity will be conducted.
6. Article III, Section 3.9 (h) of the Association Bylaws allows the Board to suspend the voting rights and the right to use of the GENERAL COMMON ELEMENTS (i.e. pool/spa) of a MEMBER during any period in which such MEMBER shall be in default in the payment of any assessment or other amounts due under the terms of the CONDOMINIUM DOCUMENTS for a period of fifteen (15) days **AND** for a period not to exceed sixty (60) days for any infraction of the CONDOMINIUM DOCUMENTS.
7. For those Owners who are interested, the Association fees can be automatically deducted from a designated account. You will need to contact the Property Management Company for the necessary paperwork. In order for this type of payment arrangement, your Association account must be current.

Insurance Requirement: Windsor Gardens carries "General Liability" insurance for the Association. Homeowners are highly encouraged to carry their own insurance to cover their personal belongings. Ask your agent about an "HO6" policy. **Homeowners must notify the Board prior to filing a claim on the Association's policy and are responsible for any deductibles.**

Key Policy: Homeowners are responsible for their copy of the key that services the community pool and pedestrian gate on 54th Street. Replacement and/or additional keys are available for a fee of \$25.00.

Landscape: Any homeowner, lessee, or guest interfering with vendors, irrigation timers, or anything which has to do with the maintenance of Windsor Gardens can and will be sent a violation/fine.

Leasing:

1. Owners are responsible for the action of the leasing agents and their tenants.
2. Owners must supply a copy of all Association documents to their tenants.
3. Lessees may not sublet.
4. In accordance with the CC&R's, no owner or agent may lease less than a complete unit.
5. Any conflicting advertisement by owners or their agents, showing the availability for lease of any Windsor Garden Condominium for less than 30 days is construed as non-compliance and the owners can/will be penalized.
6. All leases should be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the CONDOMINIUM DOCUMENTS and

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any failure by any lessee to comply with the terms of such documents shall be a default under the lease.

7. Copies of all leases and occupancy agreements shall be delivered to the Management Company before tenancy commences and shall be kept up to date. It is important that the Management Company know who is living in the property for safety reasons (emergencies, water leaks, etc).

Mailbox Area: Next to the mailboxes is a trash container for all unwanted mail. All other trash must be placed in the main dumpsters. Please note that items placed in the trash container are not recycled. Please help keep this area clean.

Noise/Nuisance: Out of consideration for your neighbors, and in compliance with the City of Phoenix Noise Ordinance, any loud noise annoying and/or disturbing to other residents should be avoided. This includes loud music coming from cars and/or individual units, screaming/yelling of any person (children and adults), etc. If there are any questions as to what is considered a "loud noise", the Board of Directors has the authority to make the final decision as to what is "loud".

Parking: There is one designated covered parking space for each unit. If more parking is needed, the uncovered parking spaces are available on a first come first serve basis. Parking is not permitted in front of dumpsters or the fire lanes.

Patios/Balconies:

1. Clothing, beach towels, etc. cannot be hung outside where it will be visible from the common area, any other residence, or the streets for an extended period of time.
2. Individual patio areas should be kept clean and not used for storage.
3. No wood is to be stored outside your unit. This includes front and back patios and grounds. Fireplaces and chimneys are to be cleaned as needed.
4. Outdoor clotheslines are prohibited.
5. Homeowners are responsible for the yard maintenance and tree trimming located inside the patio wall.

Pets: Domestic animals are welcome at Windsor Gardens.

1. No animals other than a reasonable number of domestic house pets may be maintained in the CONDOMINIUM.
2. All dogs must be on a leash at all times.
3. **Owners are required to pick up after their pets at all times.**
4. All pets that are permitted outside must be registered with the Management Company (Pet registration form included at end of Rules and Regulations).
5. Pets are not allowed in the pool/spa area.
6. Each violation of Article IV, Section 4.6 of the CC&R's reported to the Board will result in a fine of \$25.00 assessed to the homeowner.
7. Per Article IV, Section 4.6 of the CC&R's, any pet with repeated violations of the rules may be designated by the Board to be a nuisance. Owners of a nuisance pet will be notified of the decision of the Board, and must remove the pet from the

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property within 10 days. Failure to remove a nuisance pet from the property will result in a fine of \$25.00 per day until the pet is removed.

8. All pet owners must comply with the CC&R's, Section 4.6. These rules also apply to pets belonging to guests and tenants of the Owners.

Pool/Spa: Posted rules must be obeyed, since there are no lifeguards on duty

1. Persons using the pool/spa area should clean up after themselves and keep the pool/spa area clean for others to enjoy.
2. No persons under the age of 14 permitted without adult supervision.
3. No glass allowed in the pool/spa area.
4. The pool/spa gates must be kept closed and locked at all times, in compliance with the City of Phoenix Codes. If the Health or Fire Department finds the pool/spa gate blocked open, they can close down the pool/spa as a public nuisance.
5. No roller skates, skateboards, roller blades, bicycles, or pedal toys are permitted within the pool/spa area.
6. No running or horseplay permitted in the pool area.
7. All persons shall refrain from being loud or boisterous. All music shall be played at an appropriate volume or with headphones.
8. All persons using the pool/spa shall wear proper swimming attire; no cut-offs or diapers are permitted.
9. Only children with approved leak proof swimming suits are permitted in the pool.
10. Pets are not allowed in the pool/spa area.
11. Jumping the fence or the gate to gain entrance to the pool area is not permitted.
12. Non-Residents are not allowed use of the pool on a daily basis.

Satellite Dishes: All homeowners/residents installing a satellite dish or antenna **must submit an architectural request application** to the Board of Directors prior to its installation. The Board of Directors has the final decision of location.

1. As of January 2012, new installations of satellite dishes/cables/wires/etc., are not permitted on or to the Association common elements. This includes but is not limited to roofs, exterior walls, parapets, etc.
2. Existing satellite dishes/cables/wires are allowed to remain until a transfer in title. Prior to transfer of ownership the satellite dish/cables/wires must be removed from the common elements. All holes or other damage must be repaired at the time of transfer.
3. Units installing satellite dishes/cable/wires in violation of the rules will be subject to the violation/fine structure of these rules in addition to any and all costs related to the repair of the common elements.

Signs: All signs, (including "For Rent" or "For Sale") must be placed on the Southeast side of the Community along Windsor Ave. The Board of Directors reserves the right of location and type of additional signage. An approved Notification of Architectural Change by the Board of Directors is required prior to placement on the common area.

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Vehicles:

1. The following vehicles are not allowed on Windsor Gardens premises including but not limited to vehicles that are inoperable or abandoned. Also included are vehicles with no license plates, cobwebs, flat and/or missing tires, or dripping fluids.
2. The following vehicles are not allowed on Windsor Gardens premises without prior notification to the Management Company in writing with the intended length of stay: motor home, mobile home, recreational vehicle, trailer of any kind, or campers. Once the Management Company has been notified, the approved vehicle can park by the pool or on the north side of the property where the vehicle will be able to parallel park.
3. All repair work is prohibited to be performed on vehicles while parked on the property.
4. Car washing is not permitted anywhere in the Community. Cleaning solvents can ruin the asphalt and splashing other cars can be a nuisance to other residents.

Windows:

1. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar type of items, shall be installed or placed upon the outside or inside of any window of a unit without the prior written approval of the Architectural Committee.
2. Muntins (*A strip of wood or metal separating and holding panes of glass in a window*) must be on ALL windows unless you have prior written approval from the Board of Directors.
3. Nothing contained in Section 4.16 of the Association CC&R's shall be construed to prohibit the installation or use of a solar energy device as defined in Arizona Revised statutes § 43-1074.

Water Restriction Policy: The Board of Directors has adopted a water-restriction policy as outlined on Page 10 of these Rules and Regulations.

Yard Sales: Yard sales are not permitted in the Community at any time.

**RESOLUTION
BY THE BOARD OF DIRECTORS OF
WINDSOR GARDENS, INC. COMMUNITY ASSOCIATION**

Assessment Collection Policy

WHEREAS, the Windsor Gardens, Inc. community association (“Association”) is governed by the Master Declaration of Covenants, Conditions and Restrictions (“Declaration”) for Windsor Gardens, Inc, as recorded at instrument number 1983-345554 at the Maricopa County Recorder’s Office; and

WHEREAS, the Declaration directs the responsibility for collecting all assessments of the Members to the Board of Directors; and

WHEREAS, the Association has contracted with a management company to act as Managing Agent (“Manager”) and provide management services to the Association; and

NOW THEREFORE, IT IS RESOLVED that the Board of Directors, while reserving to itself the right to modify or intervene in certain cases as it may see fit, finds it necessary to replace the current policy in it’s entirety and has elected to authorize it’s Manager to carry out the following policy with respect to all delinquent accounts:

1. Member assessments which are not received within thirty (30) days of the first day of the month will be sent a late notice and charged a \$20.00 late fee.
2. Member assessments which remain unpaid for sixty (60) days after the first day of each month will be sent an intent to lien notice and charged an additional \$20.00 late fee.
 - a. In addition, pursuant to Section 8.8 of the Declaration, the Association shall have the right, at its option, to enforce collection of any delinquent assessments in any manner allowed by law including restriction of water to the delinquent Unit.
3. Manager will have a notice of lien filed against the property of any Member with assessments remaining unpaid for ninety (90) days following the first day of each month. A \$115.00 charge for filing the Notice of Lien will also be added to the account.
4. Further collection efforts undertaken to secure payment of Association assessments on all those accounts which remain unpaid at the conclusion of one-hundred-and-twenty (120) days will be performed by legal counsel at the direction of the Board of Directors. Specific remedies the Association’s counsel may use to collect Members’ unpaid assessments include obtaining personal money judgments, pursuit of judicial and non-judicial foreclosure actions, wage garnishment, and referral to a collection agency.

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5. In addition to the obligation to pay the Association's assessments, the Member is solely responsible for payment of late fees and any costs incurred by the Association in its efforts to collect unpaid assessments.

This is to certify that the foregoing resolution was adopted by the Board of Directors and is made effective as of July 19, 2011, until such date as it may be modified, rescinded or revoked.

WINDSOR GARDENS WATER RESTRICTION POLICY

Windsor Gardens, Inc. has adopted the following Water Restriction Policy ('Policy') pursuant to the Resolution of the Windsor Gardens, Inc. Board of Directors Adopting a Water Restriction Policy adopted by the Board of Directors of Windsor Gardens, Inc. on July 19, 2011. The Policy is effective immediately and supersedes any prior water restriction policy or provision.

1. In the event that an Owner remains more than sixty (60) days past due on his assessments, water will be restricted to the Owner's Unit.
2. Notice shall be placed on the door of the Unit at least fourteen (14) days in advance of the water restriction date informing of the pending water restriction. Additional notices may be utilized, but are not required.
3. The Owner or occupant has an opportunity to appeal to the Board of Directors for relief from the water restriction. The Association will accommodate a request based on a disability. Disability based accommodations requests must be received by the Association's managing agent no later than five (5) days prior to the scheduled shut-off date.
4. Owners whose Unit's water access is restricted are responsible for all related charges.
5. The Board retains discretion as to whether it will require payment in full or allow the Owner to enter into a payment plan.
6. In the event that an Owner or occupant damages, removes, or tampers with a water restriction device after it is installed, the Owner will be additionally subject to a \$500.00 fine.
7. This Policy may be amended from time to time by a majority of the Board of Directors of Windsor Gardens, Inc.

PET REGISTRATION FORM

Owner/Resident Name: _____

Unit #: _____

Phone #: _____

Pet type (i.e. dog, cat): _____

of pets: _____

Description of pet(s): _____

I have read the enclosed "Pet Rules" (Rules and Regulations for the Windsor Gardens Condominiums revised June 2005), and am aware of the Pet Rules and subsequent action that will be taken if my/guest's pet is declared a nuisance pet.

Print Name

Unit #

Signature

Date

****Please contact the Management Company with any changes regarding your pet status****