

**RULES AND REGULATIONS**  
**THE GARDENS HOMEOWNERS ASSOCIATION**  
**August 2025**

The Rules and Regulations herein set forth have been prescribed in a sincere and friendly effort to protect and enhance the property value of your home, and to promote your comfort and security at The Gardens. It is a given that living in a shared community necessarily requires some restrictions on activities which would not be necessary with individual home ownership. Your cooperation is expected and appreciated.

These Rules and Regulations amend and supersede any previous Rules and Regulations issued by any prior Homeowner's Association Board of Directors.

These Rules and Regulations may be amended from time to time by the Homeowner's Association through its Board of Directors as may be deemed appropriate.

Continued or deliberate violation of the Rules and Regulations prescribed herein will result in the levying of fines that can be enforced by a property lien. The Association's policy regarding Fines is explained in Part VII below.

**I. General**

1. All homeowners and residents must carry homeowners insurance to cover personal property and upgrades to their homes. Homeowners should check with their individual carrier to ensure that they are properly insured, including coverage for water or fire damage to adjacent units.
2. Residents and guests shall have respect for the peace, comfort and enjoyment of the other residents. Musical instruments, radios, television sets, stereos and other electronic media as well as conversations inside or outside a unit, must not be at levels that disturb other residents.. "Quiet hours" are 10:00 PM to 8:00 AM; however, noise levels that offend other residents at times other than these hours will be considered a violation of these Rules.
3. Activities by residents, guests and pets which cause damage to other units, buildings, landscaping, or any common area are prohibited. Any such damage shall be the responsibility of the owner of the unit where the offending conduct occurs. This shall apply to accidental damage as well as malicious damage that may occur.
4. Access to common areas, walkways, and public streets shall not be blocked under any circumstances by vehicles, either motorized or not, to include moving trucks, construction vehicles, recreational vehicles or guest automobiles.
5. Children shall not play in driveways, parking areas, pool area, trash containers, or in any common area that may be hazardous to them, cause damage to the property, or present a liability situation for The Gardens Homeowners Association. Parents and guardians shall be responsible for their children and children of guests.
6. Patios, carports and entrances shall be kept clean and free of debris, spider webs, storage containers, etc. Firewood shall not be stored around entryways, carports or in other common areas. No storage of personal belongings or furnishings will be permitted in the pool area or other common areas. Rear patios are to be kept in a neat and clean condition at all times, including the removal of pet waste. Foliage must be kept trimmed and in a neat, attractive condition and the area kept free of weeds. Winter visitors should ensure that the patio areas are kept in an attractive condition even during the summer months when they are absent from the property.
7. Dust mops, pails, buckets, rugs, tablecloths and clothing shall not be cleaned or left in any of the public areas or any window, door, patio or walkway. Exterior windowsill and ledges shall not be used for storage of any kind. Flags may be flown as desired as long as they are clean and in good condition.
8. No material, including dust, rubbish, food, clippings, and trimmings from shrubs or flammable objects may be swept or thrown from a patio or window under any circumstances

9. The use of clotheslines on patios is not permitted. Clothing, rugs, curtains, towels or any other items may not be hung over railings, fencing or patio walls at any time.

10. All refuse shall be properly packaged and placed inside designated dumpsters and recycle bins. Papers and boxes must be broken down and placed inside the dumpsters. The Disposal Company will not pick up refuse placed beside a refuse container. Christmas trees and other plant trimmings removed from private premises must also be placed inside the dumpster for removal.

11. All wheeled apparatus, including bicycles, tricycles and motorcycles are not to be ridden across or parked on the sidewalks, grass or planted areas. These items are not to be stored in the pool area or other public areas, nor are they to be hung from carports or back patio areas.

12. The use of charcoal, pellet & wood grills/smokers/fire pits are prohibited on or beneath elevated decks, balconies, porches or roof decks and within (10) feet from buildings/structures.

13. The use of gas grills and the use of gas fire pits are prohibited beneath elevated decks, balconies, porches, or roofs.

14. The use of gas grills and the use of gas fire pits are permitted as long as they are located at least 6-10 feet from any structure while in use on an elevated deck or balcony.

## **II. Buildings and Fences**

1. Patios may not be enclosed with fencing of any kind other than the wrought-iron fencing permanently installed. If you have a pet that is too small to be contained by the wrought-iron fence, then fencing may be used within the patio with prior written approval. Such requests should be submitted to the Architectural Committee for approval or submission to the Board if deemed necessary by the Committee.

2. For health and safety reasons, fireplaces must be checked for live coals and embers prior to closing the damper. Smoke detectors should be installed within each unit and must be in working condition at all times. If a fire should occur in your unit, and causes damage to adjacent units or to the common area, you are responsible for such damage.

3. No awnings, aluminum foil or non-conforming curtains or drapes or blinds may be installed on windows, patios or doors without written permission. Such requests should be made to the Architectural Committee, for approval or submission to the Board if deemed necessary by the Committee. Be mindful that all window coverings must be white in color.

4. Exterior sirens for alarm systems are not permitted. Exterior security lights may be installed with approval by the Board of Directors, after recommendation by the Architectural Committee.

5. No gasoline or flammable materials will be permitted in residences or storage areas. Small quantities of touch up paint may be stored, provided that appropriate measures are taken to reduce the likelihood of flammability.

6. Antennas or dishes for reception of satellite signal for audio or visual media may be installed on common areas, such as roofs or exterior walls of units, only with approval by the Board of Directors, after submission to the Architecture Committee.

7. Security doors may be installed with approval from the Board of Directors, after submission to the Architecture Committee. Any deviation from previously-approved plans/specifications must be approved by the Board of Directors.

8. A licensed and bonded general contractor may convert one of the unit's carports into a garage, at the homeowner's expense, after approval from the Architecture Committee. Any deviation from previously approved plans/specifications must be approved by the Board of Directors.

### **III. Vehicles**

1. The maximum speed within the property shall be 10 MPH. Pedestrians have the right of way at all times.
2. Each homeowner has the exclusive use of two carport spaces attached to their units. Vehicles shall not be parked so as to intrude into common areas, nor shall they be parked in adjoining carports without permission from the owner of such unit.
3. Designated areas have been assigned for guest parking. Please notify your guests to use these designated spaces. No guest shall park in the common area in front of a residence, or along any common area. Owners are responsible for ensuring that their renters and guests adhere to the parking policy. Violation of this Rule may subject the offending owner to fines according to the fine policy described in Rule VIII.
4. Recreational vehicles such as trailers, motor homes, boats, motorcycles, campers or other motorized vehicles shall not be stored in a carport or in the guest parking areas for the purpose of repair, or for storage for more than 24 hours without permission from the Board of Directors.
5. Seasonal residents of The Gardens must make arrangements for vehicles stored in carports to be maintained in good condition and the carport lights remain on while they are absent. This includes the regular cleaning of parked vehicles. Car covers are never permitted on any vehicle parked on the property.
6. All inoperative motorized vehicles will be removed from the premises at the resident's expense upon 48-hour request that the vehicle be moved, or upon posted notice on the vehicle.
7. No vehicles shall be parked in any parking space for the purpose of selling the vehicle. Signage indicating that a vehicle is for sale is not permitted.
8. All garage doors must be kept in a closed position when not in use, except for the summer and rainy weather when it is permissible to leave the door up 2 feet from the floor for ventilation.

### **III. Pets**

1. Pets (including cats) must be leashed and under your control at all times, and restrained when outside. Pets left unattended in patio areas will be subject to the rules and regulations outlined above regarding quiet hours and undue noise. If it is determined that your pet is creating a nuisance or noise which is disturbing to your neighbors, fines may be imposed at the Board's discretion.
2. All pet litter must be picked up immediately when walking your pet. Pet litter will also be cleaned up in a timely fashion on any private patio or back yard area. Owners who allow accumulation of pet litter in their yards are subject to fines at the discretion of the Board of Directors.
3. No pets, with the exception of service dogs, shall be permitted in the pool/spa area.
4. No exotic pets such as monkeys or reptiles or any wild animals shall be permitted on the property at any time.
5. No pet shall cause any harm or impair the enjoyment and use of the property by other residents.

### **IV. Pool and Spa**

1. There is no lifeguard on duty. Swim at your own risk.

2. The pool and spa area is closed between 10pm and 6am. Failure of an owner to ensure compliance with this Rule by tenants or guests could result in imposition of a fine pursuant to the Fine Policy described in Section VIII below.
3. No person under fourteen years of age is permitted in the pool area without an adult.
4. Residents must accompany their guests to the pool area. Residents shall be responsible for the actions of their guests at all times while at The Gardens.
5. As required by state laws, all pool gates and patio gates to the pool area must be closed at all times. Failure to comply with this regulation could result in the suspended use of our pool area for all residents and guests.
6. Running and horseplay are not permitted in the pool area. Diving is not permitted.
7. Only small air mattresses, balls, etc. may be used in the pool area. Please take all personal items with you when you leave the pool area and replace pool furniture to its original location when you leave .
8. No one shall use the life preserver as a toy. It is to be used in case of emergency only.
9. No diapered children are allowed in the pool or the spa.
10. When radio, CD players or other electronic media are brought to the pool area volume must be kept at a minimum. They are for your personal enjoyment only and shall not disturb other residents or guests:
11. No glassware **is** allowed at poolside or in the lawn area at any time. Please take all debris and trash with you when you leave the pool area.
12. No smoking and/or vaping is permitted in the pool patio area.

## **V.     Landscaping**

1. Do not alter, disturb or interfere **in** any way with groundskeeping without the prior consent of the Board of Directors.
2. No modifications to the landscape (including ground surface, planting and/or irrigation) are permitted without prior approval. Approval is also required for permanent modifications to patio areas and entry areas if they are changes **in** substance to the general architecture of the landscape. Such requests should be made to the Architectural Committee for approval, or submission to the Board if deemed appropriate by the Committee.
3. Residents are responsible for maintenance and clean up of all patio areas. This includes pruning, trimming and weed control. Patios are intended for use as outdoor living, and not as storage areas.
4. Owners who reside at The Gardens seasonally must make sure that their property is maintained in their absence. The owners' absence does not excuse violation of the Rules regarding maintenance of the patio and back yard areas.

## **VII.   Signs**

1. No sign indicating that a unit is for sale or for rent shall be placed on the exterior of a unit, carport or garage, or in the common area. A single such sign, limited in size to no more than 12 inches high by 24 inches wide may be placed on the inside of a unit's front window.
2. The Board of Directors must approve carport sales, garage sales or estate sales prior to the posting of any signage.
3. Within 3 months preceding a general election, a sign supporting a candidate or referendum may be placed in the area between the front of the unit and the carport. Such sign shall be no more than 12 inches high by 24 inches wide, and shall be removed immediately after the election.

4. No more than two signs indicating that a unit is protected by a security system may be utilized. Such signs must be placed in the front entryway of the unit, on an interior window, back patio, or in the case of end units, on the exterior patio wall. Such signs shall be limited in size to no more than 6 inches high by 12 inches wide.

5. No other signs of any kind shall be placed on the exterior of a unit, on the interior of a unit such that it is visible from the outside, or in the common area.

#### **VIII. Enforcement & Monetary Penalty Policy**

Pursuant to Arizona Revised Statute §33-1242(A)(11), the Declaration of Horizontal Property Regime and Covenants, Conditions and Restrictions for The Gardens, A 43 Unit Condominium ("Declaration"), and the Bylaws of The Gardens, Inc. Homeowners Association, the Board of Directors of The Gardens Condominium Association ("Association") adopts the following Enforcement & Monetary Penalty Policy ("Policy") for enforcement of violations and imposition of monetary penalties for violations. This Policy will be deemed part of the Association Rules and is subject to amendment or modification at any time by a majority vote of the Board of Directors at an open Board meeting. This Policy revokes all prior Board resolutions or Board adopted policies related to enforcement of the Declaration and the imposition of monetary penalties (also referred to as fines).

##### **First Notice- "Friendly Reminder":**

The Association will mail a letter by first class mail to the Owner of the Property or the Owner's designated Agent ("Agent") stating the violation and requiring compliance within fourteen (14) calendar days of the date of the letter. There is **NO** monetary penalty imposed.

##### **Second Notice of Violation:**

If the same violation has not been corrected fourteen (14) calendar days after the date of the first notice, the Association will mail a second letter by first class mail to the Owner or Agent stating the violation and imposing an initial monetary penalty of **\$25.00**. The Owner will have fourteen (14) calendar days from the date of the second notice to bring the Property into compliance.

##### **Third Notice of Violation:**

If the same violation has not been corrected fourteen (14) calendar days after the date of the second notice, the Association will mail a third letter by first class mail to the Owner of the Property or the Agent stating the violation and imposing an additional monetary penalty of **\$50.00**. The Owner will have fourteen (14) calendar days from the date of the letter to bring the Property into compliance.

##### **Fourth Notice of Violation:**

If the same violation has not been corrected fourteen (14) calendar days after the date of the third notice, the Association will mail a letter by first class mail to the Owner of the Property or Agent stating the violation and imposing an additional monetary penalty of **\$100.00**. The Owner will have fourteen (14) calendar days from the date of the letter to bring the Property into compliance.

##### **Continuing Violation Notices:**

If the same violation continues without resolution after the fourth notice and prior monetary penalties, the Association will mail a letter by first class mail to the Owner of the Property or Agent stating the violation and imposing an additional monetary penalty of **\$250.00**. The Owner will have fourteen (14) calendar days from the date of the letter to bring the Property into compliance. Thereafter, the Association will impose an additional monetary penalty of **\$250.00 every fourteen (14) calendar days** until the Owner corrects the violation.

### **Use of Legal Counsel:**

At any time, the Association may employ an attorney to issue a demand letter to the Owner regarding the violation(s) and provide the Owner an opportunity to bring the Property into compliance. The Owner will be charged the attorney fee for the demand letter and any additional fees and costs to collect the monetary penalties for non-compliance. Further, the Association may employ an attorney to file a breach of contract and injunctive relief lawsuit in Superior Court against an Owner in order to gain compliance with the Association's Declaration and Rules. The Association will seek an award of all attorneys' fees and cost incurred in such lawsuit against the Owner.

### **Occurrence of Violation:**

If the same violation re-occurs within ninety (90) calendar days from the Association's mailing of the last Notice of Violation to the Owner of the Property or Agent, the Association will resume the process at the next level of the Notice of Violation and monetary penalty.

### **Exception to Notice Procedure:**

Violations posing a threat to the health, safety and/or welfare of the community as a whole or any one or more Owners may require immediate action and, thus, create an exception to the foregoing notice provisions. **The Board of Directors reserves the right to seek injunctive relief at any time against an Owner, for any violation that, the Board of Directors determines, in its sole and absolute discretion, to constitute a material danger to persons or Property or requires immediate action for any other substantial reason.**

### **Discretion of the Board:**

Notwithstanding any provision in this Policy to the contrary, the Board of Directors, in its sole and absolute discretion, may determine that an issue needs legal involvement and, therefore, has

the discretion to forward any compliance matter to the Association's attorney irrespective of notification process.

### **Opportunity to be Heard / Appeal Process:**

The Association recognizes each Owner's right to explain the reasons for a violation of the Declaration or Rules. An Owner can request a hearing before the Board of Directors. Each written notice shall include a statement notifying the Owner that he/she has the right to appeal. Pursuant to A.R.S. §33-1242(B), the Owner must send a written request to the Association requesting a hearing with the Board of Directors within twenty-one (21) calendar days after the date of the written notice. This written request by the Owner shall be sent to the address identified in the Association's notice. The Association shall acknowledge receipt of the Owner's appeal and provide the Owner with a notice of a hearing date before the Board.

At the hearing, the Owner should provide all pertinent information or documentation to support the existence of "extenuating circumstance(s)," requiring deviation from the Association's Declaration and/or Rules. Following the hearing, the decision of the majority of the Board of Directors is final and non-appealable.

The Association shall provide written notice of the Board of Director's decision on the Owner's appeal. If the Board denies the Owner's appeal, the Owner must bring the violation into compliance within fourteen (14) calendar days from the date of the decision notice. If the same violation has not been corrected after fourteen (14) calendar days, the Association will resume the process at the next level of the Notice of Violation and monetary penalty.