RULES AND REGULATIONS
THE GARDENS HOMEOWNER ASSOCIATION
September 2026

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 homeowner’s 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 ten (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, Oversized, and Commercial Vehicle Restrictions

A. Prohibited Vehicles: No “Prohibited Vehicles” shall be parked at any time in any carport, driveway or common area guest parking spaces, except as specifically set forth below.

"Prohibited Vehicles" include, but are not limited to, recreational vehicles, motor homes (including Class A, Class B, and Class C), trailers, boats, campers, commercial vehicles, and any high-roof, extended-wheelbase, or conversion vans utilized, modified, or equipped for recreational living, camping, or transporting goods.

Any vehicle meeting the definition of a recreational vehicle, motor home or commercial motor vehicle under Arizona law shall be a Prohibited Vehicle.

A vehicle exceeding the size and dimensional limits set forth in Section 4.B. shall be a Prohibited Vehicle subject to these parking restrictions, regardless of how the vehicle is registered or titled.

In the event of a dispute as to whether a vehicle meets the definition of a Prohibited Vehicle under these Rules, the Board has discretion to make a reasonable determination based on the available evidence and totality of the circumstances.

B. Size and Dimensional Limits: No vehicle of any type may be parked, kept or stored in a carport, driveway or common area guest parking space if it exceeds the maximum allowable size specifications or physical dimensions of the parking space as set forth below. In the event a vehicle's dimensions cannot be reasonably determined from manufacturer specifications or physical measurement, the Board has discretion to make a reasonable determination based on the available evidence and totality of the circumstances.

Maximum Length and Overhang Boundaries: To ensure access of emergency vehicles and protect community landscaping, vehicles must not exceed the specified maximum length and must fit within the boundaries of the parking space as determined by their physical positioning, as follows:

- Maximum Total Length: The maximum allowable total length for any parked vehicle - inclusive of all factory equipment and temporary or permanent aftermarket accessories (such as rear-mounted storage cabinets, bike or cargo racks (loaded or empty), spare tire carriers, custom bumpers, ladders, trailer hitches, etc.) - is 20 feet (240 inches).
- Street and Fire Lane Boundary: Zero Encroachment. No part of any vehicle, including, but not limited to, any bumper, hitch, or accessory may extend past the painted parking stall line into the driving lane or any designated fire lane at any time. [**Note**: For any vehicle blocking or parked in a fire lane or otherwise impeding emergency access, the Board may immediately have such vehicle towed without prior notice if it determines, in its discretion, that such vehicle is endangering the health, safety and/or welfare of the community.]
- Curb and Landscape Overhang: Vehicles parked in a space may overhang the curb into the lawn or rock garden areas by no more than 3 feet (36 inches), measured from the outermost edge of the point of tire contact with the curb to the furthest front or rear point of the vehicle (as applicable), including any accessories. The vehicle body or accessories must not contact or cause physical damage to community plants, trees, or irrigation equipment.
- Any vehicle that cannot simultaneously meet both the zero-encroachment street/fire lane boundary and the 3-foot curb/landscape boundary shall be a Prohibited Vehicle subject to these parking restrictions.

Maximum Width: No vehicle shall exceed a maximum width of 7 feet (84 inches), measured from the outermost points of the widest body panels. Fully extended side mirrors, aftermarket steps, awnings, side-mounted gear or any other mounted gear or accessories must not extend past the painted parking stall lines at any time. Mirrors must be folded inward if the vehicle's total width with extended mirrors exceeds the 9-foot stall boundary. (Limited Exception: Vehicles equipped with factory dual rear wheels ("duallys") that exceed the 7-foot body width limit may be parked or kept on the property only if they are parked entirely within the resident's assigned carport space or garage.)

Maximum Height: No vehicle shall exceed a maximum total height of 8 feet (96 inches) measured from the ground to the highest point of the vehicle, including any roof-mounted equipment, racks, vents, or solar panels.

C. 24-Hour Exception: Prohibited vehicles that meet the Size & Dimensional Limits of Section 4.B. may be parked in a carport, driveway or common area guest parking, only for the purpose of loading and unloading, for no more than 24 consecutive hours, and for no more than two occurrences within any 30-day period, without prior written approval 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 carports, driveways or common area guest parking spaces at the resident's expense upon 48-hour request that the vehicle be moved, or upon posted notice on the vehicle. An “inoperative vehicle” is any vehicle which cannot be driven under its own power; is dismantled, wrecked, missing body parts, or on blocks or similar device; does not display current license plate; or has a deflated or missing tire.

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.

9. Repairs: No vehicle of any kind may be parked or kept in carports, driveways or common area guest parking for the purpose of mechanical repair, maintenance, or restoration. However, emergency repairs (changing a flat tire or jump-starting a battery) and minor maintenance (checking fluids or tire pressure) are acceptable.

Minor routine vehicle care is permitted inside carports or closed garages provided it is completed within 48 hours and does not create hazardous runoff, noxious fumes, excessive noise, or safety risks. Examples include changing wiper blades, checking fluid levels, replacing air filters, or cleaning/detailing.

Prohibited activities in garages and carports include, but are not limited to, engine overhauls, transmission repairs, body work (sanding, spray paint, chemical stripping), long-term disassembly, and fluid changes (such as engine oil, radiator coolant, or transmission fluid). No commercial automotive repair, restoration, or servicing business of any kind may be operated at or from unit.

10. Temporary Construction Dumpsters: Temporary roll-away dumpsters are permitted in carports for up to 30 consecutive days. If a temporary dumpster will not fit within a carport, one guest parking space may be used to store such dumpster for up to 30 consecutive days provided that the homeowner receives prior written approval from the Board of Directors.

11. Temporary Storage Containers (PODS): Temporary roll-away Storage Containers require prior written approval of the Board and may be parked in one guest parking space for up to 48 consecutive hours for loading and/or unloading, but they must be stored off site.

12. Damage Protection – Construction Dumpsters and Storage Containers: To protect carports and common area pavement, the following precautions area required for the use of construction dumpsters and PODS. The homeowner shall be responsible for the repair of any damage and the cleanup of any debris (and/or the cost thereof) resulting from their use of a construction dumpster or storage container (POD) in the community.

- Property Protection: The homeowner or dumpster company must place plywood or heavy rubber pads beneath the dumpster wheels to prevent cracking or gouging the common area asphalt or concrete.
- Debris Control: The dumpster must be securely covered with a tarp at night and during high winds to prevent debris from blowing through the community.

IV. Pets

1. Quantity and Species Limits: Except as otherwise provided herein, no owner, renter or guest may keep, maintain or harbor more than two (2) total domestic household pets per Unit, which shall be strictly limited to a maximum of one (1) domestic dog and one (1) domestic cat.

2. Existing Pets Grandfathered: Any pet lawfully residing in a Unit prior to the effective date of this Rule that exceeds the limits set forth in Section 1 may remain in the Unit for the remainder of that specific pet's natural life. This grandfathering is non-transferable and applies solely to the specific animal(s) registered with the Board within thirty (30) days of the adoption of this Rule. Upon the death, removal or disposition of a grandfathered pet, it may not be replaced if doing so would exceed the limits set forth in Section 1.

3. Pets (including cats) must be leashed and under your control at all times and restrained when outside (See CC&Rs section 16). Leashes must not exceed 6 feet in length. Extendable / retractable leashes are

not permitted. Dogs must be licensed and vaccinated as required by applicable law. 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.

4. 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.

5. No pets, with the exception of service dogs, shall be permitted in the pool/spa area.

6. No exotic pets such as monkeys or reptiles or any wild animals shall be permitted on the property at any time.

7. No pet shall cause any harm or impair the enjoyment and use of the property by other residents.

V. Pool and Spa

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

2. The pool and spa area is closed between 10:00 PM and 6:00 AM. 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.

VI. 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. Pursuant to Arizona law, a unit owner may display one (1) commercially produced "For Sale," "For Rent," or "For Lease" sign and one (1) sign rider on that owner's property. The sign must not exceed the industry standard size of 18 inches high by 24 inches wide. The sign rider must not exceed 6 inches high by 24 inches wide. Only commercially produced signs are permitted. Handmade or non-commercial signs are prohibited.

2. The Board of Directors must approve carport sales, garage sales or estate sales prior to the posting of any signage.

3. Pursuant to Arizona law, within 71 days before a primary election, a unit owner may display a sign supporting a candidate or referendum on that owner's property. Such sign shall be removed no later than 15 days after the general election, or 15 days after the primary election for a candidate who doesn't advance to the general 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, except as specifically allowed by Arizona law.

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).

This Enforcement Policy provides guidance; however, the Board is not required to follow the provisions set forth herein.

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 twenty-one (21) calendar days of the date of the letter. There is **NO** monetary penalty imposed.

Second Notice of Violation:

If the violation has not been corrected within twenty-one (21) calendar days after the date of the First Notice of Violation, the Association may send the Owner of the Property or Agent a Second Notice of Violation by first-class mail. The Second Notice shall describe the continuing violation. The Second Notice may advise the Owner that the Association is considering imposing an initial monetary penalty of **$25.00** (or **$25.00 per day** for vehicle violations) and before the monetary penalty is imposed, the Owner has ten (10) calendar days after the date of the Second Notice to submit a written response to the Board as an opportunity to be heard. A monetary penalty shall not be imposed by the Board unless and until the opportunity to be heard time-period has expired (if there is no written response from the owner) or the Association has considered the information submitted by the Owner ten (10) calendar days after the date of the Second Notice.

Continuing Violation Notices:

If the same violation continues without resolution after the Second Notice, the Association may mail additional violation letters by first class mail to the Owner of the Property or Agent stating the ongoing violation and imposing reasonable monetary penalties, beginning with the initial **$25.00** (or **$25.00 per day** for vehicle violations) and gradually increasing in amounts to be determined by the Board in its discretion, pursuant to Arizona law.

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 may be responsible for 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 costs incurred in such lawsuit against the Owner.

Reoccurrence 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. [**Example:** For any vehicle blocking or parked in a fire lane or otherwise impeding emergency access, the Board may immediately have such vehicle towed without prior notice if it determines, in its discretion, that such vehicle is endangering the health, safety and/or welfare of the community.] **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.

Board Approval Process for Variance from Vehicle Rules:

No temporary variance or deviation is valid or enforceable unless it meets all of the following criteria:

a) Written Request: The request must be submitted to the Board of Directors or the Managing Agent in writing (via email or physical form) at least forty-eight (48) hours prior to the arrival of the vehicle or equipment at issue.
b) Explicit Board Authorization: Approval must be granted in writing (digital or physical format) by a majority of the Board of Directors. Verbal approval from an individual board member or the management company is invalid and will not halt enforcement.
c) Visible Permit: Approved vehicles must clearly display an HOA-issued temporary parking pass on the driver-side dashboard at all times while parked in the common areas.
d) Absolute Safety Override: Under no circumstances shall a temporary variance be granted to allow a vehicle to block, encroach upon, or restrict access to any designated fire lane, driving lane, or neighboring carport. Any vehicle causing a safety hazard or blocking emergency access will face immediate towing, regardless of variance status.