

**VILLAS WEST EIGHT
ASSOCIATION**

**RULES &
REGULATIONS**

Amended by the Board of Directors May 2012

Office Address:

4820 W. Palo Verde Dr., Glendale, AZ 85301
(623) 842-1010

I. POOLS

Pools will be opened no later than May 15th, and will close no earlier than September 15th. The pools may be opened earlier and may be closed later than the above specified dates at the sole discretion of the Homeowner Association.

Pools hours are 10:00 A.M. – 10:00 P.M.

Pools are subject to temporary closure due to mechanical repairs, chemical issues and severe weather conditions, or for any other reason the Homeowner Association deems necessary.

For your enjoyment and everyone's safety, **WE ENFORCE THE FOLLOWING POOL RULES:**

- A. No lifeguard is on duty. Swim at one's own risk.
- B. **NO CHILD UNDER THE AGE OF 14 IS TO BE IN THE POOL AREA WITHOUT NOMINATED ADULT (OVER 18) SUPERVISION.** Violation of this rule will result in immediate pool key confiscation in addition to a fine. **There must be a sufficient adult to child ratio for proper supervision.** The Homeowner Association has the discretion to determine if the supervision of children is adequate.
- C. **The gates must be kept locked at all times.**
- D. One pool key is issued to each unit. Copying the key is prohibited. **You can be held liable for rule violations by others if you allow them to enter the pool area with your key, or you do not close the gate when you enter the pool area.**
- E. All guests must be accompanied by resident. **No more than 4 guests are allowed with resident unless authorized in advance by the Homeowner Association.**
- F. **No breakables (glass containers or bottles) are allowed in the pool area.**
- G. No cycles, riding vehicles, roller skates, skateboards, etc. are allowed in the pool area.
- H. No loud stereos, loud noises, or profanity.
- I. No running, fighting, or rough play.
- J. **NO DIVING.**
- K. No tampering with pool equipment, gates, latches, pool fences, bathrooms, or life-saving equipment will be tolerated. If any of these items are broken, please report it to the Homeowner Association office.
- L. **Absolutely no alcohol is permitted in the pool area or any common areas in the complex.**
- M. Swimmers must wear bathing suits or trunks. Cut-offs and street clothes are not permitted. Swimmers wearing attire deemed offensive by other residents may be asked to leave the pool area. Only white shirts may be worn while swimming as dyes from dark colored shirts make pool maintenance more difficult. No regular diapers are allowed in pool, diapers specifically made for swimming must be used.
- N. No animals are allowed in the pool or pool area.
- O. This is private property, no trespassing.
- P. All debris and personal items must be picked up and taken out when leaving.

- Q. Consideration must be given to the residents adjacent to the pools. No one is to disrupt the peaceful enjoyment of the pools by any resident or guest.
- R. For the protection of every resident, management cannot allow anyone to use the pools if they have an infectious disease, sore or inflamed eyes, a cold, nasal or ear discharge, open sores or bandages of any kind.
- S. Smoking is not allowed in the swimming pool area.

FINES AND OR POOL KEY CONFISCATION WILL TAKE PLACE FOR POOL RULES VIOLATIONS.

II. PARKING AND INOPERABLE VEHICLES

Vehicles in violation of the following rules can be towed without notice at the vehicle owner's expense.

- A. Each unit has one assigned covered parking space. Second cars can be parked in the open unassigned parking spaces as they are available. Units with more than two cars may park in the complex as long as it does not inconvenience other residents.
- B. No recreational vehicles, buses, boats, trailers, or large, oversized trucks are permitted to park on the property at anytime. The only exception to this rule are moving trucks in the process of moving a resident's personal belongings. They may park while being loaded or unloaded, but may not park overnight on the property.
- C. **All vehicles must park forward facing in all parking spaces unless authorization is granted in writing by the Homeowner Association to do otherwise.**
- D. Nothing is to be stored in any parking spaces or carports, they are for vehicle parking only.
- E. Vehicles cannot be used for storage of any items that cause an attractive nuisance.
- F. Loitering in and around vehicles is prohibited as well as sleeping in vehicles.
- G. Vehicles must not park in any fire lanes.
- H. Vehicles must not park on any sidewalks or grass areas.
- I. Vehicles must not block trash cans or other vehicles.
- J. Vehicles are not to park in other resident's carport parking spots.
- K. Abandoned, disabled or inoperable vehicles are not allowed to park on the property.
- L. Vehicles must have current registration stickers posted on their vehicle.
- M. Vehicles cannot have missing or shattered windows or be in disrepair that constitutes an attractive nuisance.

III. VEHICLE REPAIR AND MAINTENANCE

- A. **No repairs are allowed on any vehicle in the complex except to change a flat tire or jump a battery. Also, no fluids are to be added or changed in the complex.**
- B. Oil leaks from vehicles need to be cleaned by the resident immediately. Vehicles with severe oil leaks will be considered disabled vehicles and will be towed as outlined in

Section II above. If oil leaks are not cleaned immediately, the Homeowner Association will clean the leak and charge the owner.

The proper clean up process for cleaning up oil leaks is as follows:

1. Pour kitty litter or sand over the spill and let stand overnight.
2. Sweep up kitty litter or sand completely. Apply a liquid degreaser on remaining spot and let soak for 15 minutes. Apply more degreaser and scrub area with a sturdy bristled brush.
3. Hose off area and repeat steps above if needed.

All of the above steps (1 – 3) must be completed to avoid a fine.

C. No washing of vehicles is allowed anywhere in the complex.

IV. SPEED LIMITS

- A. Speed limit signs are posted in the complex and must be observed. Maximum speed in the complex is 10 M.P.H. All stop signs must be observed.

V. SATELLITE DISHES

Satellite dishes smaller than one meter in diameter are allowed in the complex provided they are installed under the guidelines listed below:

- A. **No roof top installations are allowed without Homeowner Association written authorization.** This is very important, as roof top installations can void the roof warranty on the building.
- B. **Cable wire must be white** (not black) and must be installed neatly and in such a manner that it is not a liability to others.
- C. Cable wire must be run vertically only on exterior building walls.
- D. Dishes may be installed **only** on the exterior roof trim, window boards, or balcony railings.
- E. Dishes not removed by residents at move out will be disposed of by the Homeowner Association and a disposal fee may be charged.

It is important that you discuss your satellite dish installation with the Homeowner Association office in advance to avoid costly mistakes. All damage caused by improper installations will be charged to the unit owner.

At times, the Homeowner Association may have to temporarily remove dishes for wood trim repair, etc. Dishes will be reinstalled in the same location, however the Homeowner Association is not responsible for any costs to recalibrate dish signals.

VI. PETS

- A. Dogs are to be on a leash at all times when in the common areas.
- B. All the City, County and State laws regarding resident's animal must be adhered to.
- C. Animal droppings must be picked up immediately in the common areas and regularly in back yards.
- D. Animals must be kept under control and must be kept reasonably quiet so that neighbors are not disturbed.
- E. Dog owners are responsible for securing their gates so that dogs cannot get loose or be let out by others.

In the event an animal destroys property or harms anyone, the owner/resident will be held responsible for all damages.

THE HOMEOWNER ASSOCIATION REQUIRES ALL PET OWNERS COMPLETE AND SIGN AN ANIMAL REGISTRATION FORM.

(Form is attached to Rules)

VII. GENERAL RULES & BEHAVIOR

- A. No loud parties, stereos, televisions or conversations.
- B. Any party involving the use of common area(s) must have written permission from the Homeowner Association.
- C. No use of inflatable structures are permitted anywhere within the complex.
- D. No resident shall use his or her residence as a place of business, including child care.
- E. Children are not to play in the streets or carports. Also, playing is not to infringe on the rights of others.
- F. Clean up of toys, clothing, and trash is the parent's responsibility.
- G. Bicycles, tricycles, skateboards, etc. are not allowed on the lawn areas and other landscaped areas.
- H. No recreational vehicles, atv's, mini bikes, go carts, etc. are allowed anywhere in the complex.
- I. The destruction or damage of any item or part of the common area by a homeowner, tenant, family member, guest, agent, employee of the owner, or pet will be billed to the owner at cost, plus labor.
- J. Alcoholic beverages are not allowed in any common areas.
- K. Real estate signs (for sale or rent) should be placed in windows, not in common areas.
- L. Christmas lights must not be displayed before Thanksgiving and should be removed by February 2nd.
- M. Anyone bringing shopping carts onto the property needs to make sure to leave them behind the trash bins.

- N. No one is allowed to loiter in any common areas, whether alone or in groups of any size. This rule is in effect at all times of the day and night (24 hours per day). This includes transformers, carports, streets, grass areas, pool, etc.
- O. Community curfew is 10:00 p.m. 7 days per week. This applies to everyone, adults and children.
- P. There are to be no loud noises from vehicles, including but not limited to engines, exhaust, or stereo systems.

VIII. CHANGES TO STRUCTURE OF PROPERTY AND MAINTENANCE OF PROPERTY

- A. No person shall make alterations, additions or changes in the external structure of the individual units without first obtaining written permission from the Board of Directors. **This includes, but is not limited to awning/patio covers, patio fencing, antennas, solar units, sky lights, evaporative coolers, satellite dishes, and other similar items.** A complete drawing of plans and specifications showing the nature, kind, shape, dimensions, materials and location (including lot number) of any proposed changes must be submitted by written request to the Board of Directors. A valid permit must be obtained from the City of Glendale (if applicable) before work begins.
- B. Existing structures must be kept in good condition.
- C. All trees and plants inside the unit's yard are the homeowner's responsibility. Trees, plants, and vines must be kept trimmed so they do not touch any buildings, roofs, or fences, and so they do not impede pedestrian traffic outside of the fence area. All trees, plants and vines must be trimmed regularly and maintain a neat appearance. Also trees should be planted a good distance from any building so that roots do not damage any structures. Homeowners are responsible for any building, sidewalk or fence damage caused by the trees, plants, or vines in their yard.
- D. No tarps of any kind are allowed to be attached to the buildings, fences, existing patio covers or windows. The only shade canopies allowed are free standing gazebo type structures. They must be kept in good condition, free of tears and other damage. Only solid color canopies are allowed.
- E. **Balconies are not to be used for storage. They must be kept clean with a nice general appearance. No rugs, blankets, clothes, towels, etc. should be hung from the balconies or fences. Decorative items are allowed, however the Homeowner Association has the right to determine whether or not the decorative items are neat in appearance or pose a safety hazard. In either case, the Homeowner Association will notify the resident regarding a violation, and the resident will be responsible to fix or remove the item(s). No pets are allowed on the balconies.**
- F. Clotheslines are not to be attached to fences or buildings and if they are free standing, clothes must not be visible over the fence line.
- G. **Yards must be kept reasonably clean. Only outdoor furniture is allowed, and no appliances can be stored in yards.**
- H. No person shall make changes of any kind to the common areas or facilities of the property without the expressed written consent of the Board of Directors.

- I. All units must have proper window coverings. **Unacceptable items include, but are not limited to foil, blankets, towels, rugs, posters, stickers, newspapers and cardboard.**
- J. Broken windows must be repaired within 5 days to avoid a fine.
- K. All window screens must be in good repair with no holes or cuts and must be securely fastened to the window.
- L. Front doors and security doors must be kept in good repair. The Homeowner association will paint front doors and shed doors when needed. Security doors are to be painted by the owners.
- M. Homeowners, renters, companies, or vendors are not allowed on the roofs without prior Homeowner Association approval. Any damage to the roofs is the responsibility of the owner of the unit.

IX. TRASH

- A. All trash must be contained in the dumpster. Any trash spilled must be cleaned up immediately. Young children that cannot reach the dumpster should not be sent to throw out the trash.
- B. All trash is to be bagged and closed before being put into the dumpster.
- C. **No furniture, crates, appliances, mattresses, carpet or other large items are to be put in the dumpsters or left around the dumpsters. These items must be removed from the property by the owner. The cost of hauling away these items if left anywhere on the property will be charged to the owner by the Homeowner Association.**
- D. Children should not play in, on, or around the dumpsters.
- E. **No rummaging through the dumpsters is allowed.**

X. YARD SALES

The Homeowner Association allows only two community yard sales per year in the complex, one in October and one in April. The exact dates are posted a couple of weeks before the sale. All items must be put away at the end of the day. **Yard sales conducted in the complex at any other time are prohibited.**

XI. OWNER RESPONSIBILITIES

- A. Homeowners are responsible to provide their tenants with a copy of these rules.
- B. Homeowners must provide a clause in all rental agreements that clearly states that the residents must adhere to the rules and CC&R's of the Homeowner Association.
- C. Homeowners are responsible for the actions of their household members, guests, tenants and tenant's guests.

- D. Any contractual agreement the homeowner makes with a realty company, or employee or public housing authority does not obligate any homeowner or Villas West Eight Association.
- E. **All owners renting out their unit must have the following forms signed by their Tenants:**
- 1. Crime Free Lease Addendum**
 - 2. Animal Registration Form (if applicable)**
- These forms are available at the Homeowner Association office.**

XII. PROBLEMS/COMPLAINTS

All problems and complaints regarding the common areas and facilities, or rule violation complaints against a specific resident must be made in writing to the Homeowner Association.

The Homeowner Association requires immediate written notification of any accident, injury or damage that involves the common areas or facilities.

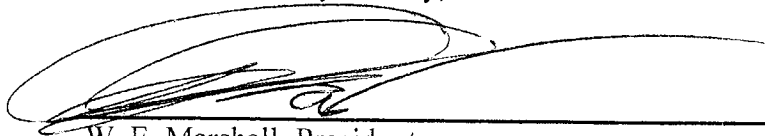
Any concerns regarding safety, vandalism, or other such matters should be reported immediately to the Homeowner Association. In case of an emergency, the police or 911 should be called directly.

MONETARY PENALTIES – DUE PROCESS

Upon motion duly made, seconded and carried, the following resolution was adopted by The Board of Directors:

RESOLVED: Effective immediately and pursuant to Sections 33-1242(11), 33-1243(A) and 33-1256(A) of the Arizona Revised Statutes, the Board of Directors shall have the power to impose monetary penalties upon the owners of Lots for violations of the Declaration of Covenants, Conditions and Restrictions, Bylaws and Rules of the Association. This power shall apply to violations by the owner(s) and the owner(s) shall also be liable for any violation committed by a family member, guest, tenant or other occupant of the Lot of the owner(s). **The amount of the monetary penalties shall be determined based on the nature of the offense, the attitude of the offender and the number of violations, and the amount so established by the Board of Directors shall range from \$25.00 to a maximum of \$500.00 per day.** The owner(s) in question shall be given an opportunity to be heard by the Board prior to the assessing of any monetary penalties, and written notice of said hearing shall be given at least 10 days in advance of the hearing by regular mail or by hand delivery at the last known address of the owner(s). Once it has been determined that the owner(s) is guilty of a continuing violation, the Board may impose reasonable daily monetary penalties for each subsequent day of the violation and such continuing penalties shall continue to accrue until the owner(s) notifies the Board that the violation has ceased and the Board has confirmed that, this, in fact, is the case. Any penalties assessed against the owner(s) may be enforced in the same manner established in the Declaration in regard to delinquent maintenance assessments and said owner(s) shall be liable in this manner for all violations committed by the family members, guests, tenants or any other occupant of the owner(s).

Dated this 15th day of May, 2012



W. E. Marshall, President

ANIMAL REGISTRATION FORM

Pet Owner _____

Unit # _____

Address _____

Telephone number _____

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Type of animal(s)

Weight

I will keep my animal on a leash at all times when the animal is outside of my unit and on the common area. I will comply with all City, County and State laws regarding licensing and leashing. I will pay for any extra extermination costs resulting from my animal. I will immediately clean up any mess made by my animal. I will keep my animal quiet so that it does not disturb my neighbors. I will keep my animal under control and away from other people. In the event my animal destroys any property, I will reimburse the owner for all damage. In the event my animal harms any person, I will accept all responsibility for such harm. Moreover, I shall indemnify the Association for all costs, including attorney's fees, legal costs, settlements and judgments, resulting from a suit brought by a person who claims to have been harmed by my animal.

Signature _____

Date _____