



**VILLAS WEST EIGHT
ASSOCIATION**

RULES & REGULATIONS

Amended by the Board of Directors April 2020

Office Address:

5997 N 48th Drive
Glendale, AZ 85301
(623) 842-1010

I. 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 is permitted anywhere within the complex.
- D. No resident shall use his or her residence as a place of business, including childcare.
- E. Children under eight (8) years of age must not be left unattended in the common area(s). 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 and must be stored out of sight.
- H. No recreational vehicles, ATV's, minibikes, go carts, etc., are allowed anywhere in the complex.
- I. Climbing on walls, fences and/or trees is strictly prohibited.
- J. Articles of clothing, linens, towels, bathing suits, etc. are not to be hung on patio fences, gates, landings, balconies or from windows.
- K. 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.
- L. Alcoholic beverages are not allowed in any common areas.
- M. Real estate signs (for sale or rent) should be placed in windows only, not in common areas.

- N. Christmas lights must not be displayed before Thanksgiving and should be removed no later than February 2nd.
- O. No shopping carts allowed on property.
- P. Loitering is always strictly prohibited. No one can loiter in any common areas, whether alone or in groups of any size. This rule is in effect day and night (24 hours per day). This includes transformers, carports, streets, grass areas, pool, etc.
- Q. Community curfew is 10:00 p.m., 7 days per week. This applies to everyone – adults and children.
- R. There are to be no loud noises from vehicles, including but not limited to engines, exhaust, or stereo systems.

II. POOLS

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

Pools hours are 10:00 A.M. - 9:00 P.M.

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

For your enjoyment and everyone's safety, **the following POOL RULES are enforced.** Failure to comply with these rules shall be considered enough cause for any action deemed necessary by the Association including the barring of violators from the use of the pool area. **FINES AND/OR POOL KEY CONFISCATION WILL TAKE PLACE FOR POOL RULES VIOLATIONS.**

No lifeguard is on duty. Swim at one's own risk. Do not swim alone.

- A. **Never let your children swim without supervision, even for a moment. Watch your children. 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.

- B. The gates are always to remain locked.**
- C. 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/exit the pool area.**
- D. All guests must be accompanied by a resident. **No more than four (4) guests are allowed with each resident unless authorized in advance by the Homeowner Association.** This is private property, no trespassing.
- E. **No food allowed** in the pool area.
- F. **No breakables (glass containers or bottles) are allowed in the pool area.**
- G. **Absolutely no alcohol is permitted in the pool area or any common areas in the complex.**
- H. No cycles, riding vehicles, roller skates, skateboards, etc. are allowed in the pool area.
- I. No loud stereos, loud noises, or profanity.
- J. **NO DIVING.** No running, shoving, fighting, or rough play. No peeing in the pool.
- K. Do not enter the pool if you are dirty. Always shower first. The pool is not your bathtub.
- K. No tampering with pool equipment, gates, latches, pool fences, bathrooms, or lifesaving equipment will be tolerated. If any of these items are broken and/or missing, please report it to the Homeowner Association office immediately.
- L. Swimmers must wear bathing suits or trunks. **Cut-offs, gym shorts, underwear 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. **Little ones must wear swim-proof diapers** - no regular diapers are allowed in the pool; waterproof diapers specifically made for swimming must be used.

- M. **No animals** are allowed **in the pool** area and/or pool.
- N. All debris and personal items must be picked up and taken out when leaving. Absolutely no littering.
- O. Consideration must be given to the residents adjacent to the pool(s). No resident or guest is to disrupt the peaceful environment surrounding the pool(s).
- P. 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.
- Q. **Smoking is NOT permitted** anywhere in the swimming pool area(s).

III. ON PROPERTY VEHICLE REGULATIONS

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

- A. No vehicle shall be parked in violation of any posted sign.

Vehicles must not park in any fire lanes.

Vehicles must not park on any sidewalks or grass areas.

Vehicles must not block trash cans.

Vehicles are not to park in other resident's carport parking spots.

Double-parking is always prohibited.

- B. Vehicles must have current registration stickers posted on their vehicle.

- C. 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 if it does not inconvenience other residents.
- D. No recreational vehicles, buses, boats, trailers, or large, oversized trucks are permitted to park on the property at any time. The only exception to this rule is moving trucks in the process of moving a resident's personal belongings. Moving trucks may park while being loaded or unloaded but may not park overnight on the property.
- E. Nothing is to be stored in parking spaces or carports, they are for vehicle parking only.
- F. Vehicles cannot be used for storage of any items that cause an attractive nuisance.
- G. Vehicles cannot have missing or shattered windows or be in disrepair that constitutes an attractive nuisance.
- H. Loitering in and around vehicles is prohibited as well as sleeping in vehicles.
- I. Loud music from automobiles is not permitted at any time within the complex. Volume should be turned down when entering the driveway.
- J. Abandoned, disabled or inoperable vehicles are not allowed to park on the property. Any vehicle that cannot be operated in its existing condition due to malfunctioning or missing parts, damage or destruction, or that has a deteriorated body condition, shall be towed regardless of valid State license/registration.
- K. 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.
- L. The Homeowner's Association shall not be responsible for the maintenance, insurance, liability, theft, vandalism or any damage which may come to any vehicle while located on the property.

IV. VEHICLE REPAIR AND MAINTENANCE

- A. No repairs are allowed on any vehicle in the complex except for emergency repair (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.**

V. SATELLITE DISHES/CABLE

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 especially 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 will 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

All pets shall be registered with the Association office (**THE HOMEOWNER'S ASSOCIATION REQUIRES ALL PET OWNERS TO COMPLETE AND SIGN AN ANIMAL REGISTRATION FORM**) and shall otherwise be registered, licensed and inoculated as required by law.

- A. All the City, County and State laws regarding resident's animal(s) must be adhered to.
- B. Dogs are always to be on a leash when in the common areas.
- C. Animal droppings must be picked up immediately in the common areas and regularly in back yards. Anyone found to be in violation of the above, will be charged a fine \$50 to \$100.
- D. **No Nuisance.** 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.
- F. Except for (2) total dogs and/or cats, no reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any dwelling or on the property. Keeping or maintaining pets for commercial purposes or for breeding is prohibited.
- G. Pet owners assume full responsibility for any property damage, injury or disturbance their pet may cause. In the event an animal destroys property or harms anyone, the owner/resident will be held responsible for all damages.

VII. CHANGES TO STRUCTURE OF PROPERTY AND MAINTENANCE OF PROPERTY

- A. Existing structures must be kept in good condition.
- B. 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.
- C. 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 before work begins. A valid permit must be obtained from the City of Glendale (if applicable) before work begins.
- D. No tarps of any kind can 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. **Patio and Balcony areas are to be kept clean with a nice general appearance.** Storage of any kind is not to be visible from the common areas. No balcony shall be enclosed or covered by a Unit Owner without the approval of the Association. **No rugs, blankets, clothes, towels, etc. should be hung from the balconies or fences. No bird feeders. Decorative items are allowed; however, the Homeowner's Association has the right to determine whether the decorative items are neat in appearance or pose a safety hazard.** In either case, the Homeowner's 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 balconies.

No cooking on balconies. The use of any type of cooking appliance on the balconies, including charcoal burners, electric grills or gas grills of any kind are prohibited.

- F. Clotheslines are not to be attached to fences or buildings and, if they are free standing, **clothes (laundry) must not be visible over the fence and/or patio line.**
- G. **YARDS must be kept reasonably clean. Only outdoor furniture is allowed, and no appliances can be stored in yards or on balconies.** No outdoor play structures, including trampolines, are permitted.

H. WINDOWS

All units must have proper window coverings. **Unacceptable items include, but are not limited to, foil, blankets, towels, rugs, posters, stickers, newspapers and cardboard.**

Broken windows must be repaired within five (5) days to avoid a fine.

All window screens must be in good repair with no holes or cuts and must be securely fastened to the window.

- I. Front doors and security doors must be kept in good repair. The Homeowner's Association will paint front doors and shed doors as requested/needed. Security doors are to be painted by the owners (matching color scheme).
- J. 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.
- K. 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.

VIII. TRASH

- A. All trash must be contained in the dumpster. Littering of any kind will not be tolerated. 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. Homeowners and tenants are encouraged to pick up papers and debris from the complex when observed and to keep the front of their respective homes always clean.
- C. Trash containers are not to be stored/visible outside on the patio, balcony and/or common area.
- D. 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's Association.**
- E. Children should not play in, on, or around the dumpsters.
- F. No rummaging through the dumpsters is allowed.

Anyone found to be in violation of the above, will be assessed a fine of \$25 to \$100.

IX. YARD SALES

The Homeowner's 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.

X. OWNER'S 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 HOA Rules & Regulations and CC&R's of the Homeowner's 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**

XI. 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's Association.

The Homeowner's 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's Association.

Homeowners/Tenants are encouraged to be an active member of their community. If you observe any suspicious or illegal activity, **CALL THE POLICE IMMEDIATELY**. If you hear activity in the pool area after hours, notify the police. **DO NOT CONFRONT THE PERSONS INVOLVED**.

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 regarding 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 22nd day of May, 2020.



Signed by Carolyn Decker, Board President

VILLAS WEST EIGHT ASSOCIATION

ANIMAL REGISTRATION FORM

Unit #: _____

Address: _____

Pet Owner's Name: _____
(PLEASE PRINT)

Telephone Number: _____

Description of Pet (Name, Breed, Color, Personality, Body Shape ...) Weight

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I will always keep my animal on a leash when the animal is outside of my Unit and in 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 other residents. I will always keep my animal under control and away from other residents. In the event my animal destroys any property, I will reimburse the owner for all damage. In the event my animal harms another person(s), I will accept all responsibility for such harm. Moreover, I shall indemnify the Association for all costs, including attorney fees, legal costs, settlements and judgements, resulting from a suit brought by a person who claims to have been harmed by my pet(s).

Pet Owner's PRINT & Signature _____
Date

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident(s) agree as follows ... Resident(s), any member(s) of the resident(s)'s household, a guest or any other person affiliated with the resident(s) at or near the resident(s) premises:

1. **Shall not engage in criminal activity**, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 CIS-C. 802]).
2. **Shall not engage in any act intended to facilitate criminal activity.**
3. **Will not permit the dwelling unit to be used for or to facilitate criminal activity.**
4. **Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance** as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises.
5. **Shall not engage in any illegal activity including prostitution** as defined in A.R.S. 13-3211, **criminal street gang activity** as defined in A.R.S. 13-105 and 13-2308, **threatening or intimidating** as prohibited in A.R.S. 13-1202, **assault** as prohibited in A.R.S. 13-1203 including but not limited to **the unlawful discharge of firearms**, on or near the dwelling unit premises, or any breach of the **lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other resident(s) or involving imminent or actual serious property damage**, as defined in A.R.S. 33-1368.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provision of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and resident(s).
9. Shall not have a heavy or unusual amount of traffic or visitors to unit or any suspicious activity in complex at any time of the day or night, as determined by management, including loitering with guest or in groups (3 or more persons), etc.
10. I/We am/are aware of the 10 p.m. curfew for all common areas. I/We have received a copy of HOA Rules & Regulations. Initials: ____ Initials: ____ Initials: _____

Resident: _____
Print & Signature

Resident: _____
Print & Signature

Resident: _____
Print & Signature

Property
Manager: _____
Print & Signature

Dated: _____