

# HAYDEN VILLA CONDOMINIUM ASSOCIATION

In accordance with Article 5, Section 1.6 of the Hayden Villa Covenants, Conditions and Restrictions, the Board may adopt reasonable rules relating to the use of the common areas and all facilities thereon and the conduct of the owners and their tenants and their guests with respect to the property and other owners.

## Rules and Regulations

### Pets:

- a) No animals or birds of any kind shall be raised, bred or kept for commercial purpose in any unit or on any portion of the property other than normal household pets such as dogs, cats, birds, etc.
- b) Dogs must be on a leash at all times while in the common area. If they are contained in the courtyard of the unit, they may be off the leash. The person walking the dog is responsible for immediately cleaning up after the dog. Carrying a bag or device for clean-up is evidence that your intention is to comply with the ordinance.
- c) Cats must not roam freely and "trespass" on other resident's property, i.e., cars, patios, etc... Pet owners are responsible for damage.

### Entry Gate:

- a) Access to homeowners is by remote control and code numbers. In no event shall any guest be admitted except for express purpose of such guests going immediately and directly to the residence whose owner/tenant has authorized entry onto property.
- b) Under no circumstances is a code number to be posted at the entry roster.

### Pool Rules:

The pool, spa, and related facilities located in the common area are reserved for exclusive use of the owners, their tenants and guest. Owners are responsible for enforcement of all rules. The basic pool rules are posted in the pool area. The following Rules apply at all times:

- a) Gates are to be closed and locked **AT ALL TIMES.**
- b) **WARNING-- NO LIFEGUARD ON DUTY.**
- c) All persons visit/use pool at their own risk. Association and management are not responsible for accidents or injuries.
- d) **NO GLASS** items of any type are allowed.
- e) No dogs or cats allowed in pool area.
- f) No unnecessary loud noise permitted at any time. Use earphones to listen to loud music.
- g) Children under fourteen (14) years of age must be accompanied by a responsible adult.
- h) The Board and Management reserve the right to deny the use of the pool to anyone, or close the pool at any time.
- i) No running or diving allowed.

## **Parking**

Each unit is assigned two (2) parking spots.

- a) No motor vehicle shall be operated on the property so as to create a loud or annoying noise.
- b) No vehicles are to be repaired (including oil changes), constructed, or reconstructed on the premises. Only emergency repairs are allowed. (flat tire, battery)
- c) All vehicles on the property must be maintained in operable condition.
- d) All vehicles are required to obey the posted speed limit, STOP signs and No Parking signs.
- e) Enforcement of parking violations is subject to monetary penalties as determined from time to time by the Board of Directors.
- f) No washing of any vehicles in the parking lot is permitted.

## **Signs**

No signs whatsoever (including, but not limited to "For Sale", "For Rent", and other commercial political or similar signs) will be allowed on the common area of the property except:

- a) One standard size "For Sale" sign may be placed in the rear window of the unit for sale or rent.
- b) One temporary "Open House" sign in front of residence while an open house is actually in progress for the purpose of selling the unit.
- c) One temporary "Open House" sign outside the main gate.
- d) Absolutely no code numbers are to be posted at entry gate.

## **Architectural Control:**

No changes to the exterior structure or appearance of any unit are permitted without prior review and approval by the Architectural Committee. Any proposed changes must be submitted to the Committee for review and disposition. Architectural changes include, but are not limited to, the display of personal items, the installation of security doors and gates, and roof repairs visible from the street or another dwelling unit.

## **Leasing; Obligations of Tenants and Other Occupants**

a) All tenants shall be subject to the terms and conditions of the Declaration, the Articles, the Bylaws and the rules and regulations of the Association. Each Owner shall cause his/her tenants and occupants of his/her lot to comply with the CC&R's, Bylaws, Articles of Incorporation, and these Rules and Regulations.

b) The owner and the tenants are liable for any violation of the Association's governing documents. No Owner may lease less than his, her or its entire Lot. No Lot may be leased for a period of less than thirty (30) days.

## **Nuisances**

- a) No rubbish or debris of any kind, including but not limited to: cigarette butts and toys not being immediately used, shall be placed or permitted to accumulate upon any portion of the Property.

- b) No odors shall be permitted to arise therefrom, so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other portion of the Property in the vicinity thereof or to its Owners or Occupants.
- c) No loud, noxious or offensive activity shall be carried on or permitted on any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to Persons or property in the vicinity of such Lot, or which shall interfere with the quiet enjoyment of each of the Owners and Occupants. The Board of Directors has sole discretion to determine the existence of a nuisance and such determination is conclusive.

### **Antennas, Poles and Towers**

Television, radio, short-wave or other antenna, satellite dish, pole or tower shall be installed only in accord with the federal guidelines for such installations. It is requested that homeowners make every effort to install antennas, satellite dishes, poles, and/or towers so that these devices are still able to receive signals but are not visible from neighboring properties. Owners will be responsible for any damage to roofs or walls caused by the installation of antennas or satellite dishes

### **Window Coverings**

In no event shall the interior or exterior of any windows be covered with reflective material, such as foil, or with paper, bed sheets or other temporary coverings.

### **MONETARY PENALTIES FOR RULE VIOLATIONS**

Monetary penalties for violations of the CC&Rs, Bylaws, and Rules and Regulations of the Association shall be imposed uniformly according to the procedures set forth as follows: Written notice will be sent or delivered to the homeowner at the mailing address as it appears on the records of the Association at the time of notice. The FIRST NOTICE shall be a violation letter with no fine imposed and shall give the owner fourteen (14) days to comply. The notice shall include:

1. The nature, date and description of the violation.
2. A date of correction of the violation
3. The name of the Owner or Resident violating or responsible for the violation of the governing documents.
4. A statement of the specific steps which must be taken by the Owner or Resident to restore the violation.

If the violation is not corrected within the time period specified in the first letter, or if the violation is a recurring violation, a second notice will be sent. The SECOND NOTICE shall be a violation letter which imposes a fine as determined by the Board of Directors shall again give the Owner fourteen (14) days to comply. The SECOND NOTICE shall also inform the owner of additional fines that the Board intends to impose if the violation is not corrected. The Notice will also allow the homeowner of his/her right to be heard regarding the Violation and instructions on contacting the management company to arrange for the hearing

If the violation is not corrected within the time period specified in the second letter, a third notice will be sent. The THIRD NOTICE shall be a violation letter which imposes a fine as determined by the Board of Directors and shall again give the owner fourteen (14) days to comply. The

notice will also allow the homeowner of his/her right to be heard regarding the Violation and instructions on contacting the management company to arrange for the hearing  
If at any time the Board determines that the homeowner has no intention of complying with the Association's governing documents; i.e. the CC&R's, Bylaws, and/or Rules and Regulations, the Board may exercise the option to pursue corrective action through legal means. All decisions of the Board are final and may not be further appealed.

The Board may vary from the above violation process at its discretion depending on the nature of the violation and the number of previous violations. For recurring violations, the Board may follow the above procedure, or may choose to immediately send a letter when the violation occurs informing the owner that the Board intends to impose a fine and providing the owner with notice and the opportunity to be heard. After the time of the hearing, all fines may be imposed retroactively to the date of the violation and may be continuing fines.

1st. Notice – Courtesy, no fine

2nd Notice – \$25.00

3rd Notice - \$50.00

4th and Continuing Notice - \$100.00

The Board may vary from the above fine process at its discretion depending on the nature of the violation and the number of previous violations.

## **HAYDEN VILLA CONDOMINIUM ASSOCIATION**

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