

# **SPANISH GARDENS I ASSOCIATION, INC.**

**PHOENIX, ARIZONA 85018**

***An Arizona Private Non-Profit Membership Corporation***

**Rules and Regulations Revised October 2021**

The Rules and Regulations are established by the Board of Directors in accordance with the Articles in the Association Declaration of Covenants, Conditions and Restrictions (CC&R's). These Rules and Regulations apply to all residents of Spanish Gardens I Association whether they are unit owners or renters and their guests.

If unit owners have any questions, complaints or grievances concerning Spanish Gardens I Association, other than questions that can be answered by the Association Property Manager, they should write to the Board of Directors and attend the following Board of Directors meeting after written correspondence has been given to the Board of Directors. No complaints or grievances will be considered if unit owners are not present at the Board of Directors' meeting following their written complaint to the Board of Directors. Renters with complaints or grievances, should contact the owner of the unit.

The term "Association" can be interchangeable with Spanish Gardens I Association.

## **SECTION 1 – ADOPTION AND AMENDMENT**

These Rules and Regulations upon adoption by the Board of Directors supersede all previous Rules and Regulations and become effective fifteen (15) days from January 31, 2018. The Board may amend these Rules and Regulations or adopt new Rules and Regulations from time to time.

## **SECTION 2 – ASSOCIATION FEES AND LATE FEES**

The current month's Association Fee is due by the first day of the month, payable to Spanish Gardens I Association, Inc. HOA Fees payment should be mailed to the current Association address.

Late Fees: Late fees will apply on the 20<sup>st</sup> day of the month in which the monthly homeowner assessment is due. Late fees are currently \$15.00. The Board of Directors can amend late fees.

## **SECTION 3 – LIENS AND LEGAL SERVICES**

A lien will be placed against any individual unit for any amount that is sixty (60) or more days in arrears of the monthly Association Fee and will remain in effect until all fees are paid in full. Interest at eight percent (8%) per annum on the unpaid balance of the monthly assessment fee lien will be charge by the Association. All lien balances will accumulate to the date of repayment. An administrative charge of Two Hundred fifty (\$250) will be charged by the Association for filing and releasing liens. All other costs of collection including attorney fees will be charged against the lien.

Liens will also be placed on an individual unit that has outstanding monies owing for damages by owner(s), his/her renter(s) unit, owner's guest(s) and other various expenses incurred by the

Association. If it is necessary to obtain legal assistance in collection of delinquent accounts, all fees and damages will be paid by the unit owner.

#### **SECTION 4 - VIOLATIONS/CONSEQUENCES**

If an owner fails to timely pay his/her Association fee, the Board may suspend an owner's voting right for as long as the Association fee is unpaid.

If a violation of any Association document by an owner is noted by the Board of Directors, the Board will require in writing that the unit owner remedy said violation.

#### **FINE POLICY AND HEARING PROCESS:**

All owners may contest the Board of Directors' Decision in writing. Owner(s) must then appear at the next regular Board of Directors' meeting to state his/her position. No complaints, grievances or petitions will be considered unless these procedures are followed.

#### **FINE POLICY:**

**First Notice (No Fine)** A courtesy violation letter shall be mailed to the homeowner via U.S. Mail and will describe the violation in question, specifically stating the section of the CC&R's, By Laws or Rules and Regulations that is being violated and will require the violation be remedied within 15 days of the date of the letter. The letter shall describe the enforcement process, including the right for an opportunity for the owner to be heard, potential for fines if the violation continues and the ability for the Association to intercede and cure the violation.

**Second Notice:** If the homeowner does not respond or cure the violation within 15 days of the first letter, a second notice requesting compliance within 15 days of the date of the letter will be sent via U.S. Mail. A Twenty-Five Dollar (\$25.00) fine will be assessed by the Association with the second notice, contingent on an opportunity to be heard.

**Third Notice:** If the homeowner does not respond or cure the violation within 15 days of the second letter, a second notice requesting compliance within 15 days of the letter will be sent via U.S. Mail. A Seventy-five (\$75.00) fine will be assessed by the Association with the third notice, contingent on an opportunity to be heard.

**Exception to Third Notice:** The Board of Directors at a regular-scheduled meeting can consider the violation and strike the Third Notice requirement to move to assess a fine and violation for the unit.

**Continuing violation:** If the homeowner does not respond or cure the violation within 15 days of the third letter, all subsequent correspondence concerning the violation shall define what action will be taken or what fines will be assessed to the homeowners' account, contingent on an opportunity to be heard. If an attorney is to be hired, all costs will be charged to the Homeowners' account. The Board has the right to levy up to One-Hundred Fifty Dollars (\$150.00) for each day the violation continues hereafter.

## **FINE POLICY – SHORT TERM RENTAL**

1. Section 12 Item 3 – Lease Requirements - No short-term rentals are allowed. All rentals must be for a period of at least six (6) months.

A fine of Fifteen Hundred Dollars (\$1500) per occurrence.

## **FINE POLICY – LEASE ADDENDUM**

Reference Lease Addendum, the document is incorporated in the Rules and Regulations.

A fine of Two Hundred Fifty Dollars (\$250.00) can assessed for failure to file with the Association official email or address a signed copy of the Lease Addendum. The Lease Addendum is to be signed by all new tenants at time of lease signing and emailed or mailed to Association address before collecting first month's rent.

## **FINE POLICY – ARCHITECTURAL STANDARDS VIOLATION**

Reference Association document "Architectural Standards Guideline"

1. A fine of Two Hundred Fifty Dollars (\$250.00) will be levied for each violation.
2. In addition to any Architectural Standards Violation, Board reserves the right to have the violation removed.

## **FINE POLICY – GENERAL VIOLATIONS TO RULES AND REGULATIONS, ARCHITECTUAL STANDARDS GUIDELINE OR CC&R'S.**

1. Violations of any Section or Item set out in the above referenced documents will have a fine levied in the amount of Twenty-Five Dollars (\$25.00) to Seventy-Five Dollars (\$75) subject to Board decision at a regularly scheduled Board meeting.
- The Board reserves the right to impose fines in amounts more than those set forth above, so long as the fine is reasonable and is in correlation to the violation.
  - Notices shall be mailed to the homeowner's address as shown on the records of the Association. If more than one person or entity owns a unit, a notice to one of the joint owners shall constitute notice to all the joint owners.

The Board will conduct a timely requested hearing. Upon conclusion of the hearing, the Board shall determine, in its sole and absolute discretion, whether a violation occurred and, if so, the amount of the monetary penalty, if any, to be imposed for such violation. Such monetary penalty may not exceed the prescribed amount set forth in the notice. The Board shall mail the Decision to the homeowner. If the homeowner fails to appear at the hearing, then the homeowner shall have waived his/her right to a hearing with respect to that violation.

## SECTION 5 – DUMPSTERS

Residents are responsible for placing their trash in the dumpster serving their respective units. They must bag their trash and make sure the lid is closed on the dumpster after each use. Boxes must be broken down before placing them in the dumpster.

The following materials are not to be placed in the dumpster or on the concrete pad upon which the dumpster is set:

### A. Illegal material

Tires, auto parts	Demolition or Construction Waste	Furniture / Carpet
Foam products	Larger Appliances	Boards / Lumber
Dirt/rocks/concrete	Brick/concrete blocks	Doors/Screen doors
Tree Limbs	Palm Fronds	Liquids
Construction Materials		Christmas Trees

### B. Hazardous Waste Materials

Motor Oil	Car Batteries	Pool chemicals
Paints/Cleaners	Radioactive Materials	Toxic Materials
Ignitable Materials	Corrosive Materials	Acidic Materials

The Owner is responsible for the disposal of the above materials. Owners found in violation can be fined the dollar amount required to clean up the area. Owners are responsible for the tenants' violations and cost of cleanup.

## SECTION 6 – EXTERIOR CHANGES

No exterior changes, additions, patio covers, fences, lighting, hedges or walls may be erected, maintained, altered or painted unless approved by the Board of Directors. All proposed exterior changes must be submitted in writing to the Board of Directors. No exterior changes shall be made without prior written approval of the Board. The purpose of these rules is to maintain the architectural integrity of the complex. **All exterior changes must meet the Association Architectural Standards.**

## SECTION 7 – EXTERIOR CHANGES ALLOWED

The following changes are permitted at Spanish Gardens I Association without prior approval from the Board of Directors. These should reflect good taste. The Board of Directors reserve the right to deny these changes if the Board of Directors determine these changes are substandard.

1. Holiday Lights and decorations may be placed on the exterior provided they do not destroy any existing trim. Owner must remove these decorations by January 6 following the holiday season.
2. **Holiday decorations exception:** Luminarias must have battery operated candles. No candles.
3. Screen doors, and security doors may be installed, by owner provided they meet the approved Architectural Standards.

4. Wrought Iron screens installed on windows must have the breakaway features and be approved in the Architectural Standards by the Board of Directors. Wrought Iron Screens installed before 2017 are exempt.
5. Decorative plant pots and yard art. Maximum of three (3) pots or combined pots and yard art per unit. If the property manager determines the pots or yard art are sub-standard to Spanish Gardens, notice will be given to owner to adjust or remove the decorative items. A notice of violation will be given and subject to the fine schedule determined by the Board of Directors. Unit owner may petition the Board of Directors in writing for a hearing on this matter.
6. No string lights or decorative lights are to be on the front of a unit.

## **SECTION 8 – ROOF FIXTURES**

Before any items (i.e., solar heaters, evaporative coolers, satellite dishes, and antennas, internet or telephone cables) are attached to the roof, unit owners must submit a written request and receive prior approval of the Board of Directors.

## **SECTION 9 – RADIOS OR OTHER ELECTRONIC DEVICES**

Loud volume on all types of electronic devices is considered a nuisance. Excessive volume is not permitted.

FCC Regulations are to be observed regarding the installation and use of short-wave equipment or similar electronic equipment. If such equipment becomes a nuisance, the owner is to cease operation until such nuisance can be remedied.

## **SECTION 10 – PATIOS**

Owners are responsible for maintain their patios to meet the Spanish Gardens I Association's Architectural Standards and to not detract from their neighbor's use and enjoyment of their patios.

1. No firepits, fireplaces or other receptacles for fires on the patios. No fires.
2. Owners are responsible for keeping their vegetation on the patios cut back, oranges picked and general upkeep.
3. Excessive debris or belongings on the patio can constitute a fire hazard. Patios are to be kept well-maintained. Violation notice can be issued, and fines given. Homeowners may request a hearing in writing from the Board of Directors, if such violation notice is issued.
4. See Architectural Standards for Other Patio Subjects.

## **SECTION 11 – SIGNS**

1. "For Sale" or "For Rent / Lease" signs are permitted according to Arizona State Approved Statutes. All signs must be placed on front door or in window. No signs are allowed on the common area either in front of, nearby the unit or at the entrance of the complex. "Open

House” signs are permitted on common area only for the time span the unit is being shown. Unit owners are responsible for supervising realtors to meet these Rules and Regulations. Any damage to common area property will be back charged to the unit owner.

2. Spanish Gardens I Association may regulate the size and number of political signs that may be placed on a unit owner’s property. Aggregate total dimensions of all political signs on a unit owner’s property shall not exceed nine square feet.
3. Political signs are to be displayed earlier than seventy-one days before the day of an election and later than fifteen days after an election day.

## **SECTION 12 – RENTERS – LEASE REQUIREMENTS**

Renters, owners and all guests are obligated to observe all Spanish Gardens I Association documents and their policies. The unit owner is responsible for providing each tenant with a copy of the By-Laws, Rules and Regulations and the Architectural Standards and Lease Addendum.

2. Owners are required to furnish the Association in writing a current list of all adult occupants, the time of the lease, including the beginning and ending dates of the tenancy, pets and license plate numbers of the tenants’ vehicles. This information is to be given to the Association by the owner within seven (7) days of occupancy.
3. No short-term rentals are allowed. All rentals must be for a period of at least six (6) months.
4. No subletting of units.
5. Spanish Gardens I Association restricts the residency of persons as tenants, registered as a level two or three sex offender.

## **SECTION 13 – PETS/ANIMALS**

To prohibit pets from becoming a nuisance in the community, the following are to be respected.

1. Dogs must be kept on leashes always when in the common area and are not permitted to roam free. Owners are responsible for cleaning up after their pets, and violators will be fined. Owners are responsible for tenants’ pets/animals. Excessive misuse of the grounds can result in a charge for restoration costs.
2. Owners are to keep patios free of animal waste and free of urine odor.
3. Excessive barking by dogs. Owners will be noticed and if barking continues, Violation notices will be issued as per Section 4.

4. Owners are not to leave dogs unattended on patios for long periods of time. (i.e., 8 hours or longer.) This violation can be subject to the Association Contacting Animal Protection Agencies and reporting the abuse of an animal.
5. People who are not residents of Spanish Gardens I Association walking their dogs/cats are in violation of trespassing. Violators will be reported to the police.
6. Dogs and cats currently living at Spanish Gardens I Association. When these Rules and Regulations, are enacted, dogs and cats registered with Spanish Gardens and currently living at Spanish Gardens will be grandfathered. This right does not pass to any other dog or cat. To register such animal, owners must inform Spanish Gardens of the Dog/Cat(s)' name, breed, description and unit owner.
7. One dog per unit is allowed. Two house cats per unit. Weight limit on dog is fifty pounds. If an owner is in doubt as to the breed of a dog, before purchasing in Spanish Gardens or buying a pet, they should contact the Board of Directors in writing and receive a written response. Otherwise, no commonly accepted aggressive, vicious or dangerous breeds are allowed
8. Service dogs with proper documentation and proof of need for service dog. Reference is made to HUD Assessing a Persons Request to have an animal as a reasonable accommodation under FHEO Notice 2020-01. Association may request that supporting documentation be provided that clearly establishes and confirms that the individual seeking an accommodation does in fact suffer from a recognized disability or recognized disorder. Dog Owner is to provide proof of the claimed disability from a physician unless the disability is obvious, apparent or already known to the Association (2) require a physician's statement that the animal is necessary for the resident's disability (3) require the resident to follow policies for the cleanup of animal waste, lease requirements etc.
9. When purchasing a unit in Spanish Gardens I, a disclosure must be signed that the new owner has read this requirement. If after new ownership, there is a violation of this Rule, the owner will be fined.
10. All feral cats or cats found outdoors without supervision of owner and a lease with owner present, are subject to a round up.
11. No business of breeding, providing a sanctuary or boarding of animals is permitted.
12. No pet snakes, ferret, pot-bellied pigs, chickens or a bird sanctuary are permitted. Small household birds kept in a small cage are permitted. i.e., parakeets. Two cages per unit are allowed.

13. Residents shall not place any food, seeds, or water for animals on the common areas – including in front of doorways, on walkways, or in the streets. Any such item placed outside, shall be removed and the owner is subject to a fine. Empty pet food dishes left outside the unit are subject to the restrictions of this paragraph.

#### **SECTION 14 – PARKING**

1. There is one assigned covered space per unit. Do not park in a reserved space other than your own without first obtaining permission from the unit owner and informing the Property Manager that this change has been made. To verify your proper parking assignment, contact the Property Manager.
2. Owners are responsible for advising guest of the parking rules and restrictions. A vehicle cannot remain unmoved in a visitor parking space for more than a 24-hour period.
3. Due to safety factors, there will be no parking fifteen feet on either side of any driveway or on the sidewalks.
4. Vehicles cannot block access to the mailboxes.
5. All vehicles parking in the parking area must have a current State registration license.
6. All vehicles must be parked with front of vehicle facing into the parking space.
7. Damages to surface of parking area. Damage costs to the surface of the parking area from grease, oil or other foreign substance, will be charged to the unit owner.
8. **Violator's vehicles shall be towed at Owner's expense. Spanish Gardens I Association assumes no responsibility for any damage to vehicle.**

#### **SECTION 15 – AUTOMOBILE MECHANICAL REPAIRS**

1. Mechanical repairs are restricted to emergency repairs. Emergency repairs shall mean the changing of tires, installation of a battery or minor electrical component, such as, an alternator. Such repairs must be completed the same day as begun. Oil changes, radiator flushing's and other repairs are prohibited.
2. Placing of vehicles on carjacks (except for emergency changing of tire) are prohibited. Body work and painting are not permitted. No work is to be performed on a non-resident vehicle.
3. Vehicles leaking fluids in a parking area must be removed from the parking area. Any violation shall result in the vehicle being towed.
4. Fluid damage from a vehicle shall be charged to the owner.

#### **SECTION 16 – SPEED LIMIT**

Speed should not exceed ten miles per hour.

#### **SECTION 17 – CAR WASHING**

Vehicle washing is not permitted at Spanish Gardens I Association.



## **SECTION 18 – TWO – THREE - OR FOUR - WHEELED VEHICLES**

Any bicycle, motorcycle or all-terrain cycle may be parked in an assigned parking area or in the patio area of a unit. Limit of two bicycle, motorcycle or all-terrain cycle per parking space. No vehicle may be parked on the sidewalks, grass or other common areas. Any damage caused by such vehicles will be charged to the unit owner.

Excessive use of these vehicles resulting in the encroachment of the rights of enjoyment of other residents, may result in a violation notice and further action.

## **SECTION 19 – CHILDREN IN COMMON AREA**

1. Spanish Gardens I Association does not provide a playground area for children. Children play at their own risk. Spanish Gardens I Association is not responsible for any injuries or accidents.
2. Only children of residents or their guests on Spanish Gardens' property
3. Children are not to play in the streets.
4. Children are not to play in or around the fountains.
5. No playing in common areas allowed before 7:00 am or after 9:00 p.m.
6. No "dodge ball, handball" other similar games are allowed. No hitting of balls with bats, sticks or similar objects.
7. Periodic restrictions for playing in common areas can be made by Spanish Gardens I Association. i.e., limiting access on reseeding of new lawn.
8. Throwing of bark, stones, bottles, cans or any other such missiles is prohibited.
9. No bicycle riding, skateboards or roller skates are permitted.
10. Absolutely no riding on the grass.

## **SECTION 20 – ESTATE SALES – YARD OR GARAGE SALES**

1. Any sales labeled "yard sale" "parking lot sale" "patio sale" or such similar title are not permitted.
2. No sales are permitted in the common areas.
3. One estate sale for a deceased member of the community is permitted by Spanish Gardens I Association. Prior arrangements must be made with the Association Property Manager.
4. Estate Sale must be held within the unit of the deceased person.
5. Estate Sale will be for one day only with hours of 7:00 am. – 9:00 pm.
6. No Estate Sale for anyone not a resident of Spanish Gardens I Association.
7. Spanish Gardens I Association reserves the right to hold a community sale in the common area once a year. This must be approved at a regular monthly Board meeting. Spanish Gardens I Association assumes no liability for any sale.

## **SECTION 21 – EXPLOSIVE FIREWORKS**

1. No explosive fireworks or other explosive materials shall at Spanish Gardens I Association.

## **SECTION 22 - COMMON AREA TREES AND PROPERETY**

1. No guidewires, banners or any material shall be affixed to Spanish Gardens I Association common area trees or property.

## **SECTION 23 – PLUMBING ISSUES**

1. Unit owners are responsible for charges to clear all clogs or drains within the unit. This would include sinks, tubs and toilets within the unit.
2. Spanish Gardens I Association is responsible for charges to clear all clogs that are determined to be in the common lines outside the units in the common property.
3. The following procedures are recommended when there is a plumbing problem:
  - A. Consult with neighbor(s) to determine if there is a possibility of a common area problem within or between the units.
  - B. Contact Spanish Gardens I Association Property Manager and advise of a plumbing issue.
4. Work on plumbing issues in common lines must be authorized by Spanish Gardens I Association Property Manager for payment by the Association. Work on common plumbing not authorized by the Association is subject to Board of Directors' approval for work to be paid by the Association.
5. Reimbursement to Unit Owner for any work authorized by the Association, must have a valid invoice from a plumbing service licensed to do business in Phoenix, AZ.
6. Unit owner(s) must be present when plumber arrives and must remain present during the time of repairs.

## **SECTION 24 – POOL RULES – POOL GATE**

The following rules have been created for the protection of all residents and to help prevent damage to the pool. Pool privileges may be forfeited, if these pool rules are not observed.

1. **Swim at your own risk: There is no lifeguard on duty.**
2. Safety equipment is in the pool area for your safety.
3. The gate to the pool must be locked always. This is a City Ordinance.  
DO NOT PROP OPEN GATES.
4. One key is provided per unit; a charge will be made for replacement keys.
5. Anyone gaining access to the pool area by climbing the fence/wall will leave and may be reported to the Police.
6. Guests must be accompanied by a resident. Keys CANNOT given to a non-resident.
7. No children under fourteen allowed in the pool area unless accompanied by an adult resident.

8. Pool hours are 6:00 am. – 11:00 pm. People using the pool before 8:00 am. and after 9 p.m. must respect their neighbors' right of quiet by keeping noise to a minimum. Any complaints of excess noise, resident will leave the pool area.
9. No pets are allowed in or around the interior pool area.
10. No glass containers are allowed. Cigarettes must be placed in ashtrays. Ashtrays must be cleaned when resident leaves the pool area.
11. No bicycles, tricycles, skateboards, roller blades/skates, wagons, etc. are allowed in the pool area.
12. No cooking or grilling in the pool area.
13. No loud music.
14. No intoxicated person or any person with an infectious disease in the pool area or pool.
15. No diving.
16. No cutoffs, street clothing or non-traditional swim attire allowed in the pool.
17. Running, undue splashing, "horseplay", spitting and obscene language are not allowed. No water games that would disturb other pool users.
18. Large items of play equipment, i.e., air mattresses, may be used unless they become an annoyance to other swimmers or until the pool becomes crowded, at which time they must be removed. No Styrofoam equipment allowed in the pool.
19. No use of the pool during repairs or maintenance.
20. Reservation of Pool Area and Pool:
  - A. Reservation Request to the Property Manager must be given two weeks prior to date of reservation.
  - B. \$150 deposit is required. This is refundable within 72 hours after date of event, if no damage to pool area or pool. If an owner deposit is forfeited, appeal to retain deposit must be made in writing to the Board of Directors to the Association's current mailing address within 15 days of pool reservation.
  - C. Owner may rent Pool area and Pool for one evening per reservation.
  - D. One reservation per quarter per unit owner.
  - E. Pool party reservations are for the enjoyment of the unit owner and their guests. Reservations and pool parties cannot be for commercial use or purpose.
  - F. Pool hours set out in Item 6 above will apply to Pool Area/Pool Rentals.
  - G. **NO FIREWORKS OR ANY EXPLOSIVE DECORATIONS OR PARTY FAVORS ALLOWED.**
  - H. No hanging or placing of decorations from any trees or shrubs in pool area or surrounding courtyards.

Revised: October 2021

Spanish Gardens  
Board of Directors