

Anasazi Homeowners' Association Rules and Regulations

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2/16/00, 3/19/01,
10/22/01, 3/1/02, 7/15/02, 10/17/02, 6/6/13, 5/23/24, 10/30/25.*

NOTE: The term "Resident" shall be understood to include owner and tenant/renter.

The term Association is interchangeable with HOA or homeowners' association. The

Board of Directors has the authority to fine an owner for breaking, or allowing the

owner's tenant to break, any of the following rules.

1. USE OF UNIT AND LIMITED COMMON ELEMENT

- a) Each dwelling unit (defined in CC&R2d 2012, Art. 1, Sec. 8) shall be used as a residence for a "single family" (defined in CC&R2d 2012, Art. 1, Sec. 18), its servants and guests;
- b) Each owner shall install and maintain steel-braided hoses with steel connectors on all water supply lines for the unit's toilets, kitchen sink, vanity sinks, dishwasher, washing machine and any other of the unit's water devices; all fixtures and devices must have functioning shutoff valves including the refrigerator ice-maker water supply line; each owner is responsible for maintaining the water-supply valves in the laundry room and air-conditioning closet;
- c) Fire and Smoke Alarms. Each unit shall have (i) smoke alarms maintained by the resident and (ii) fire horns, as required by the Phoenix city codes;
- d) Door bells, including camera types, shall be no larger than four inches by six inches and may not be installed by means of drilling through the building structure;
- e) Replacement windows and sliding doors shall conform to the style and color approved by the Architectural Review Committee ("ARC") or the Board of Directors;
- f) Installation of security doors and/or sun shades requires approval by the ARC or the Board of Directors; such shades and/or doors shall conform to the style and color as approved by the ARC or the Board of Directors; examples of approved items are available from the Management Office;
- g) Occupancy, i.e., the number of people residing in each residential unit, is subject to Phoenix Fire Department regulations;
- h) Residents and guests are prohibited from putting corrosive drain cleaners down the pipes;

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- i) Each owner, or member of the owner's family, owner's resident(s), tenant(s) or guest(s) is prohibited from flushing any foreign object into the sewer/plumbing system; foreign objects include, but are not limited to, female hygiene products, wet or dry "wipes", paper products other than toilet papers, etc.;
- j) Each owner, or member of the owners' family, owner's resident(s), tenants(s) or guest(s) is prohibited from flushing any foreign object into the sewer/plumbing system; foreign objects include, but are not limited to, female hygiene products, wet or dry "wipes", paper products other than toilet paper, etc.;
- k) If any foreign object has caused the need for repair or service upon a sewer/plumbing line that serve the common elements or forms part of any system serving more than one unit, the cost of such repair or service shall be charged and assessed against such owner and such assessment shall constitute a lien against the owner's unit;
- l) Unit owner is solely responsible for the cost of maintenance and repairs to any plumbing equipment dedicated to the exclusive use of their unit; routing service by the HOA maintenance crew is available for clogged kitchen sink for a nominal fee; clearing of other clogged drains or toilet may be evaluated by the HOA to determine whether the clog is the responsibility of the HOA or the homeowner; if the clog is determined to be the responsibility of the owner, then the cost of clearing it may be negotiated with the HOA management office;
- m) No one shall remove any permanent smoke detectors, security speakers or fire safety devices anywhere in or around a unit or the Common Element. If spray paint, sanding or any other work that could potentially set off smoke detectors or fire horn where work will be performed, it is permissible to cover smoke detectors and/or fire alarms with plastic (no other material), but the plastic must be removed at the end of each day; a fine of \$500.00 will be charged for each smoke detector or fire alarm left covered overnight;
- n) The use of propane, electric or charcoal barbeques, fire pits or pots, chimineas or cooking or grilling accessories or equipment on patios/balconies is prohibited;
- o) Flags may not be mounted on patio walls nor draped over the balcony wall; flagpoles may not be mounted on any wall, but must be self-standing, and used for flags permitted by Federal or Arizona state statute; no more than two flags may be displayed at any one time;
- p) A political sign may not be displayed by a unit owner, by placement of the sign on that unit owner's property, as follows: (1) no earlier than seventy-

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one days before the day of a primary election; (2) no later than fifteen days after the day of the general election; (3) for a sign for a candidate in a primary election who does not advance to the general election, no later than fifteen days after the primary election;

- q) No patio or balcony shall be decorated with lights, ornaments or other paraphernalia, except that Yuletide or other holiday decorations or lights may be displayed only twenty-one days prior to a holiday and must be removed within seven days after the holiday;
- r) One "For Sale", "For Rent" or "For Lease" sign is allowed in the window and one "For Sale", "For Rent" or "For Lease" sign is allowed within the confines of the patio of any Unit;
- s) Nothing shall be hung from the windows, patios or balconies except "For Sale" or "For Lease/Rent" signs, as provided for in this section. One for sale or lease sign may be securely fastened to the balcony rail using a zip tie or other wire that will not damage or penetrate the rail. Two-bedroom units may only display one sign from either balcony. First floor units may have a "For Sale" or "For Lease/Rent" from the ceiling of the patio. The sign must be securely fastened; for example an eye bolt fasteners with a chain extending down.
- t) Patios/balconies shall not be used for storage and shall be kept free of trash, debris or unsightly materials;
- u) No articles of any kind—including but not limited to signs, towels, laundry or laundry racks, decorations, shutters or antennae—shall be hung out of or affixed to the patio/balcony walls, ceilings or railings of a unit or be exposed on any part of the common elements or limited common elements;
- v) Shaking rugs, mops or cleaning implements from any part of the windows, doors, patios or balconies is prohibited;
- w) Balconies on the second, third and fourth floors shall not be cleaned by any means causing water or debris to flow to lower balconies or patios; weep holes must be kept free of debris in order prevent water accumulation;
- x) Weep holes in the balcony walls are to be kept at a sufficient opening size so as to allow water to drain from each balcony; such weep holes shall be kept free of debris in order to prevent water from draining;
- y) Fences of any kind are not allowed on or beyond the patios except with HOA permission.

2. UNOCCUPIED UNIT

- a) If a unit is unoccupied for more than three days, the resident shall shut off the main hot and cold water valves to the unit; these valves are located in the laundry room and air conditioning closet;

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- b) If a unit is unoccupied for more than one week, the resident shall have his or her unit inspected on at least a weekly basis to ensure that there are no water leaks or other damage occurring; and if there be any, to have it immediately corrected;
- c) If a unit is unoccupied for *any length of time*, the resident shall ensure that no newspapers or other deliveries be allowed to accumulate in front of the unit;
- d) If a unit is unoccupied for more than one week, the resident shall so inform the Management Office and provide same with the resident's then current contact information in case of emergency.

3. UNIT RENTAL

- a) No dwelling unit shall be let, rented, or leased for a period of less than thirty (30) days;
- b) No unit may be advertised for lease/rental for a period of less than thirty days;
- c) The lease of a residential unit includes the use of the designated parking place;
- d) A copy of these Rules & Regulations shall be posted by the Owner in each such rented unit;
- e) The owner shall notify the Management Office of each such rental, and shall provide the renters' name, telephone number, and automobile tag/plate, as well as the dates on which the unit will be occupied;
- f) The owner shall arrange for a parking tag to be provided to the renter to hang on the rearview mirror of the renter's automobile;
- g) The owner shall ensure that the gate key and electronic gate fob are returned by the renter at the end of the rental period;
- h) Unit rentals are subject to the State of Arizona's Landlord and Tenant Act.

4. NUISANCE, ANNOYANCE

- a) No noxious or offensive activity shall be allowed to occur in any unit, limited common element or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance, nuisance or threat to other residents;
- b) Smoking of cigarettes, marijuana, or other tobacco or similar products, outside of a resident's unit, is deemed a nuisance to the enjoyment of Anasazi residents;
- c) No vocal practice shall be conducted nor any musical instrument, recorder, TV set, radio or stereo equipment be played on the premises if the same shall disturb or annoy other residents;

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- d) Quiet Time is from 10:00 PM until 8:00 AM daily, during which time residents are prohibited from operating any appliances (including but not limited to washer/dryer, vacuum cleaner, dishwasher, television/radio) that transfer noise to any other unit;
- e) Home improvement/construction activities in the unit are prohibited daily between 5:00 p.m. and 8:00 a.m., and on Sundays and federal holidays.

5. CLEANLINESS OF UNITS AND ENVIRONS

All residents shall keep their unit in a good state of preservation and cleanliness in order to prevent the unit from becoming a health hazard. A resident shall not sweep or throw any dirt or other substance from the balcony or hallway.

6. RADIO, TELEVISION, ELECTRICAL EQUIPMENT REQUIREMENTS

All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the Board, the Fire Underwriters and the public authorities having jurisdiction. The resident shall be solely liable for any damages or injury caused by any radio, television or other electrical equipment in such Unit.

7. EMERGENCY ENTRY TO UNITS

The agents of the Board of Directors and any contractor or workman authorized by the Board of Directors may enter any room or unit in any building at any reasonable hour of the day after notification for the purpose of inspecting such unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to exterminate any such vermin or other pests. In the event of an emergency of any nature, such right of entry shall be immediate, without the necessity of giving prior notification.

8. UNIT KEYS

- a) Each owner shall: (i) provide a key to the Association's Management Office for each of the owner's dwelling units; and (ii) provide contact information to call in case of an emergency;
- b) The Board of Directors, through its designated agent (the management office), may retain a key to each unit or an entry code in the case of an electronic lock (also referred in these Rules as a key);
- c) No resident shall alter any lock mechanism or install a new lock mechanism or a knocker on any door of a Unit without the written consent of the Board of Directors. In case such consent is given, the resident shall provide a new key to the management office, pursuant to its right of access to the unit. In the event of an owner's failure to provide a key, the owner will be

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responsible for costs incurred in hiring a locksmith to gain entry to a unit in the event of an emergency;

- d) No permission is required to change the key in a lock mechanism, but, in the event of such a change, the owner/resident must supply the management office with a copy of said key within twenty-four hours or the next business day;
- e) If any key or keys are entrusted by a resident or any member of their family or by their agents, servants, employees, licensee or visitors to an employee or subcontractor of the Board of Directors—**other than the management office**—whether for such Unit, an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of such resident, and the Board of Directors shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith;
- f) If a resident loses the unit's key(s), the resident may call the after-hours customer service telephone to request access to the unit key(s) stored in the management office;
- g) If a resident drops the unit key(s) into the elevator gap, the elevator company will charge the resident a service fee for retrieval of the key(s).

9. PETS

- a) No more than two pets may be kept in a unit; each such pet shall weigh no more than forty pounds (40), full adult weight;
- b) Pursuant to state and local laws, all pets on Anasazi property must be kept on a leash, not to exceed six feet in length, when in any public area and in control of the handler at all times. Residents walking their pets must shorten the leash when passing other residents to prevent their pet from contacting the passing resident or that resident's pet. Residents are asked to give consideration to other residents without pets, by stepping aside when walking on the pathways, as to avoid unnecessary confrontations. Phoenix City Code 8-14 violation of a leash law may be reported to Maricopa County Animal Care Center;
- c) Owners of pets are responsible for the prompt cleanup of pet droppings and disposal of same, in a closed plastic bag, into the appropriate receptacle. Failure to do so can result in a fine. See Schedule A;
- d) No resident's animal shall be allowed within the gates of any pool, spa or in the clubhouse, unless the animal is a service animal as defined by regulations implementing the Americans with Disabilities Act, or the Fair Housing Act;

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- e) If the resident's animal causes or creates a recurrent nuisance, safety hazard, unreasonable disturbance or recurrent noise problems, the Board may have a pet permanently removed from the property following three days' written notice;
- f) The Board of Directors has the right to immediately ban any animal that has injured and/or attacked another animal or a human. The Board of Directors may demand the removal of an aggressive dog or nuisance animal from the Association. The Board of Directors shall make the final decision regarding whether a pet is a nuisance, and or merits removal from the Association.
- g) Aggressive animals; any animal adjudicated as aggressive or vicious, or any animal who bites/attacks another animal or person without provocation.
- h) Nuisance animals: any pet deemed to be a nuisance to another Owner, Resident or Guest. Nuisance behavior should include, but is not limited to uncontrolled barking, howling, aggressive lunging or roaming at large.
- i) Nuisance & Frequency; a nuisance typically refers to a recurring or ongoing issue that substantially interferes with the use and enjoyment of property. A single isolated instance (like a dog barking for 5 minutes) is usually not enough to constitute a nuisance – unless it causes significant harm or danger.
- j) All dogs and cats must be licensed and vaccinated in accordance with state and local laws; such license and vaccination records are to be provide to the Association Office. All dogs and cats must be registered with the HOA. Registration to include the animals' name, breed, weight, color of coat and the owners' name and unit number must be provided to the Association Office along with the vaccination records. Registration to be submitted to the office within 60 days of this rule going into effect or obtaining a new animal. Failure to do so can result in a fine. See Schedule A; Existing dogs and cats that exceed (40) forty pounds (40), must also register with the Association office. Such animal will be grandfathered in until such time as the passing of the pet or the expiration of an existing lease term.
- k) No animal is permitted to be kept as a pet except for non-commercial recognized household pets. The housing of exotic animals such as snakes, rats, spiders, fowl or livestock, etc. is not allowed in any condominium or anywhere on the common area or limited common element;
- l) A pet may not be left unattended in the common elements.

10. UNIT WINDOW/SLIDING DOOR COVERINGS

Draperies, curtains, shutters, and blinds must be installed by each resident on all windows and sliding doors of the unit and must be maintained in the same condition

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at all times. The color portion of said draperies, blinds, or curtains visible from the exterior shall be limited to neutral colors, i.e., white, beige, and tan.

11. BICYCLE STORAGE

Any resident wishing to store a bicycle in the designated storage room of the mechanical building must apply to, and obtain from, the Association's management agent: (1) a key to the gate; and (2) the current year's sticker to be affixed to that bicycle. Bicycles stored in the designated storage areas must be in operable condition and have the current year's sticker affixed to it. Unregistered bicycles, or bicycles in inoperable condition, may not be stored in the designated room; any unregistered bicycle or bicycle in an inoperable condition may be removed from the designated room and be disposed of in any manner that the Board deems appropriate. If a resident is unavailable to get the next year's sticker, the resident may request that the management office take action.

12. ANTENNAS

- a) Antennas/satellite dishes must be located totally within the Unit, the balcony, or the patio of the Unit. The antenna cannot be placed on a balcony ledge or affixed to the rail; it also cannot be affixed to the common element side walls extending up from the balcony edge, but must be contained totally within the balcony, patio, or Unit. The antenna must be shielded from view from the property and neighboring Units to the maximum extent possible as long as an acceptable signal may be received. Antennas, masts and any visible wiring must be painted to match the color of the structure to which they are installed, provided the painting does not interfere with an acceptable quality signal and does not void the manufacturer's warranty. The antenna must comply with all applicable city, county and state laws, regulations and codes. Installation must be done pursuant to the manufacturer's instructions and must not damage the common elements or impair the integrity of the building. All antennas must be properly grounded and secured. The Resident shall keep the antenna in good repair so that it does not violate any Anasazi HOA Rules and Regulations portion of applicable resolutions, Board decisions or Rules and Regulations adopted by the Board.

- b) On January 13, 2003, the Board of Directors adopted a revised Antenna Resolution and Policy in order to bring the Association in full compliance with the current FCC regulations regarding the installation of particular satellite dishes and antennas designed to receive television broadcast signals. Any subsequent changes to the FCC regulation will automatically be adopted to maintain compliance. The Antenna Resolution and Policy was

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adopted by the Board of Directors on October 16, 2000, and it contains all policies governing antennas. A copy is available in the Community Manager's office.

13. USE OF COMMON ELEMENTS

Common elements include structural portions of buildings; pool and recreational areas; landscaped areas; lighting in the common elements; fire riser rooms; stairways; walkways; exterior walls; fences and gates; and parking areas; assigned parking spaces are "limited common elements". Problems related to common elements should be directed to the Community Management office.

- a) The use of tobacco, marijuana and dangerous drugs in any form, as those terms are defined herein, or Arizona law, are strictly prohibited on or in any part of the common elements or the limited common elements as defined in sections 1.9 and 1.12 of the Declaration; no owner shall use or permit the use of tobacco, marijuana or dangerous drugs by any occupant, agent, tenants, guest or family member upon the common elements. Tobacco includes cigars, cigarettes, vaping, or chewing tobacco. See also ARS Section 36-2851.
- b) There shall be no parking or storing of bicycles, vehicles, benches, boxes, chairs, or other items on any part of the common elements, including hallways or stairways, except as otherwise indicated in these Rules; storage by residents in such areas shall be at the resident's own risk;
- c) Except with the written permission of the Board of Directors, no resident may alter, construct, add or remove anything that is a part of, or belongs on or to, the common elements;
- d) No public hall or stairway in any building shall be decorated or furnished by any resident in any manner;
- e) Sleeping in the Clubhouse Activity Rooms, the Clubhouse Lobby or on the patio at the clubhouse area of Pool #1 is not permitted;
- f) No resident shall cause or allow an obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board of Directors;
- g) No resident may plant anything in the common elements, nor trim or remove any existing plants, except as authorized by the Board of Directors; no resident may make such a request to the maintenance workers nor to the gardeners; a resident may apply to the Landscaping Committee for special action which then requires approval by the Board of Directors;
- h) Per CC&R Article II, Section 4, owners who rent out their unit may not use the common elements while a tenant is in residence;

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- i) Before using the elevator for moving furniture in or out of a residential unit, the resident shall so notify the management office, at least one business day prior to the move, so as to allow protective blankets to be put up in the elevator; under no circumstances, shall a resident block the elevator doors to prevent them from closing normally as this will damage the mechanics of the elevator; residents will be held responsible for any damage to the elevator and will be billed for repair costs;
- j) Pursuant to City of Phoenix's prohibition, no resident may feed pigeons within the confines of the City of Phoenix; violation of the rule may result in a misdemeanor and a fine of up to \$2,500.00; see City Code, Sec. 8-7.02; this prohibition is applicable within the confines of Anasazi;
- k) Feeding birds or wildlife by the scattering of food or seeds on the common elements or patio/ balcony walls is prohibited;
- l) Signs are not permitted on any part of the common elements except upon written approval from the Board of Directors;
- m) No owner or resident shall permit a real estate agent to post an advertisement sign on the common elements, except those signs approved by the Community Management office;
- n) Residents shall not distribute— or cause to be disseminated— any unsolicited advertisements, pamphlets, newspapers or any other printed materials within the property of Anasazi;
- o) Personal property left on the common elements will be deemed abandoned and be removed immediately without notice or compensation therefor; such items will be held for thirty days to allow the owner to claim its return;
- p) The common elements and limited common elements shall be kept free and clear of rubbish, debris and other materials;
- q) No garbage cans, wagons, or the like, shall be placed in the halls or anywhere in the staircases or landings;
- r) Pots, planters and objects of any kind are not allowed beyond the patios, nor on the patio wall nor terrace/balcony wall; any such items on the wall or on the common element will be deemed personal property that is abandoned as per subsection (o) above;

14. HOME IMPROVEMENT WORK

- a) Residents shall ensure that their contractors shall, prior to commencement of the work, check in at the Management Office and obtain the rules applicable to contractors;
- b) Anasazi HOA strongly recommends use of licensed and insured contractors for electrical, construction/demolition or plumbing projects—such contractor to provide to the Management proof of license and proof of the

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worker's liability insurance; if the resident does not provide such proof of license nor liability insurance, then the resident bears the liability for any damage to neighboring units;

- c) Except in the case of an emergency, home improvement work may only be performed between the hours of 8:00 AM and 5:00 PM, Monday through Saturday; work may not be performed on federal holidays or Sundays;
- d) Construction debris may not be discarded in Anasazi dumpsters;
- e) Residents may inquire of the Management Office for a list of recognized vendors/ contractors.

15. USE OF VEHICLES ON PROPERTY

- a) An owner or tenant of a one-bedroom unit may not park more than two automobiles on the property; an owner or tenant of a two-bedroom unit may not park more than four automobiles on the property; an owner or tenants exceeding the allowable number of vehicles will be fined and be subject to having the excess vehicles towed at their own expense;
- b) All drivers on Anasazi property shall obey the posted speed limit, as well as any other traffic direction and/or safety instructions, including city and state vehicle laws; any vehicle without current registration is subject to being towed from the property;
- c) Per CC&R Article II, Section 4, owners who rent out the unit may not park their own vehicle on the common elements while a tenant is in residence, **except with permission of the Board;**
- d) Parking spaces shall be used for the purpose of parking operable automobiles, passenger vans, motorcycles or small trucks only;
- e) No trucks, commercial vehicles, trailers or boats may be parked on the property, except that moving vans, vehicles on service calls, or vehicles specifically permitted by the Board are permitted during the time limited to completion of their services;
- f) No vehicles of any type that will not safely and reasonably fit within an assigned, covered parking space (with respect to height, width and length) may be parked in such space;
- g) Vehicles must be parked in a single space and must **not** be backed into a space;
- h) No washing or maintenance of any vehicle shall take place on any portion of the property, except for emergency service of a flat tire, changing a battery, or adding motor oil;
- i) Any motor vehicle with an oil leak or other fluid must be repaired or removed immediately; the Board has the right to impose a fine on the unit

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owner for cleanup of such fluid—whether the vehicle belongs to the owner or tenant;

- j) For the safety of wheelchair users, visually impaired pedestrians and others, vehicles in spaces abutting a walkway shall be parked within the allowed space and shall not overhang the walkway curb; All vehicles parked at a “30 Minute Loading Zone” or “Three Hour Zone” must be removed from that spot at the expiration of the designated time;
- k) No parking space may be used for storage of any materials;
- l) Covered numbered parking spaces are “LIMITED COMMON ELEMENTS”
- m) Corresponding to the residential unit on the Anasazi plat; only the resident of such unit may park in that space unless authorized by the owner/resident; a vehicle parked in an assigned, numbered parking space, without permission from the owner/resident is subject to being towed immediately at the vehicle owner’s expense;
- n) An owner who intends to be away from the property for more than one month and intends to put a vehicle in an open/uncovered space must notify the Community Manager and have a space assigned for that purpose;
- o) By parking a vehicle in an open, unassigned parking space, with a cover over the vehicle, the owner of that vehicle implicitly gives permission to the HOA to lift that cover to inspect the registration, and in furtherance of any other HOA purpose.

16. PARKING STICKERS AND PLACARDS

- a) An owner is required to obtain a parking sticker from the management office and affix it to the inside lower left-hand corner of the vehicle’s windshield;
- b) Tenants must obtain a pass from the Management Office for the dates on which they will reside at Anasazi and display such pass on the vehicle’s rearview mirror;
- c) An owner/resident’s second vehicle must bear an Anasazi sticker or placard obtained from the management office;
- d) Vehicle owners who cannot be identified because of non-compliance with this rule will be assessed the cost of obtaining a Department of Motor Vehicles report and/or other costs incurred in identifying the owner of such vehicle; A guest who stays overnight or longer must display a guest pass on the rearview mirror so that it is visible through the windshield;

17. PARKING VIOLATIONS, FINES, TOWING

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Compliance with all parking restrictions and regulations shall be adhered to, and may be subject to towing without notice.

- a) The following parking violations include, but are not limited to,
- a) parking in another resident's assigned space without permission;
- b) parking in a fire lane;
- c) parking in a "no parking" zone;
- d) parking in front of a dumpster;
- e) parking in an ADA/handicapped space without proper identification;
- f) blocking the entrance to a cart path or walkway;
- g) parking in a time-restricted parking space for more than the allowed time;
- h) resident parking in a space designated for GUEST parking;
- i) unsightly, abandoned or unregistered vehicles;
- j) vehicles backed into parking spaces;
- k) visitor parking in "Guest Parking" space for more than twenty-four hours.

Vehicles in violation of certain parking regulations will be towed at the vehicle owner's expense, per City of Phoenix Code 36-144. Vehicles will be **towed immediately** for the following violations;

- a) parking in a fire lane;
- b) parking in a handicapped space without a handicapped plate or a designated handicapped placard on the rear-view mirror.
- c) Residents are authorized to have a vehicle towed if that vehicle is parked in the resident's numbered/covered parking space; the resident can effect this by obtaining a towing identification card from the management office, contacting the towing company indicated, and presenting the towing identification card and the resident's driver's license to the tow truck driver;

18. FLAMMABLE OR TOXIC SUBSTANCES

No resident, or any of their agents, servants, employees, licensees or visitors, shall at any time bring into or keep in their unit (including patio/balcony) any flammable, combustible, toxic or explosive fluid or material, or chemical substance.

19. SWIMMING POOLS

Rules of behavior for the swimming pools and pool areas are promulgated by the Board of Directors. All residents and their families and guests must abide by such rules. Pool and Spa hours for residents and guests are to be observed as posted.

There is no lifeguard on duty, therefore, anyone using the pool or spa assumes the risk of such use.

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- a) Swim attire is not allowed in the clubhouse without a covering article of clothing;
- b) Pool restrooms are provided on the second floor clubhouse balcony;
- c) Animals are not permitted within the fence of the pool/spa areas; service animals are permitted pursuant to local, state or federal rules;
- d) Beverages must be in cans or plastic containers; glass of any kind is strictly prohibited.
- e) Foods are permitted in the pool and spa areas—four feet from the edge of the pool-- provided that food containers are non-breakable and that any resulting trash is promptly deposited in pool trash containers;
- f) Large floats are prohibited in all pools and spas. Only small, single-person floats (no larger than three feet by six feet), are permitted, while the swimmer is in the pool and must be removed when the person exits the pool;
- g) Children thirteen years of age and younger must have adult supervision when using pools and spas;
- h) Individuals who are not fully toilet trained, or who experience incontinence, must wear appropriate, snug-fitting, and leak-proof swimwear designed to contain accidents while using the pool.
- i) No one is permitted on the “rocks” or fountain areas;
- j) Diving, running, pushing, loud or unruly behaviors are prohibited;
- k) Guests must be accompanied at all times by the unit owner/tenant;
- l) Anyone with open cuts, wounds, rashes, skin diseases, sore or inflamed eyes, nasal or ear discharge or with any communicable disease may not use the pool or spa;
- m) Gates or clubhouse doors must be kept locked at all times.

20. CLUBHOUSE ACTIVITY ROOMS

- a) Exercise rooms are reserved for the use of owners and renters and their guests; all users must comply with the rules posted at such room;
- b) Billiards Room users must comply with the rules posted at that room;

21. CLUBROOM RENTAL

The upper or lower clubroom may be reserved by application to the Anasazi Association Manager's office. Only one clubroom may be rented during the same period of time.

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22. GUESTS

Guests must be accompanied at all times by a resident when using any Anasazi facility, or with written permission of the Board of Directors or the Management Office.

23. BARBEQUES

Barbeque grills are provided for outdoor cooking and are located in front of each residential building. Grills are controlled by a timer and “on” knobs and heat control knobs. When finished using a barbeque grill, the resident must shut off and clean the grill. No other outdoor cooking facilities are permitted in the common elements or on the patio/balcony.

24. TRASH CONTAINERS

- a) All residents must keep the dumpsters neat at all times. No items shall be left on top of, or around, the dumpster;
- b) Residents shall either take large items such as furniture and appliances to the city dump or retain a removal company for that purpose;
- c) Residents must place household trash in a plastic garbage bag and deposit it in the dumpster designated for that purpose; construction materials are not permitted;
- d) Residents shall not donate items for other residents' use by leaving them at the dumpster.

25. STRUCTURAL INTEGRITY

Nothing shall be done to any Unit or in, on or to the common elements, that will impair the structural integrity of any building or that would structurally change or modify the external appearance of the buildings including, but not limited to, the installation of a patio misting system; an owner wishing to make a structural change to the interior or exterior of the owner's unit must submit an architectural modification request in writing for approval by the Architectural Committee, if such Committee is established, otherwise, by the Board of Directors.

26. INSURANCE AND LEGAL COMPLIANCE

No Resident shall permit any act to be performed or item to be stored in any unit or in the common elements which will result in either increasing the rate of, or cancellation of, insurance on any building or contents thereof, or which would violate any law.

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27. HOMEOWNER INSURANCE AND LIABILITY

- a) Upon taking possession of a unit, each owner is required to carry adequate insurance that will cover damage not covered by the HOA insurance policy, including the HOA insurance deductible as same may be changed from time to time; the owner may apply to the association's manager to determine the insurance deductible amount; each owner shall provide the name of the owner's insurance company, agent name and contact information, within thirty days from the date of the owner's purchase of the unit, or from the date of the owner's new coverage;
- b) Any owner who fails to obtain such insurance is deemed to be self-insured and may not apply to the HOA for reimbursement of costs incurred by damage;
- c) In the event of damage to a unit, the Owner shall be responsible for the full amount of the damage that is (a) not the responsibility of the HOA or (b) not covered by HOA's insurance including the cost of the HOA's insurance deductible; also, the Owner shall reimburse the HOA for any emergency repair or cleanup costs required to mitigate further damage; any unpaid costs will be charged as an assessment to the Owner's account;
- d) Each owner needs to be aware of the amount of the HOA's insurance deductible so that the owner carries proper insurance coverage to meet any gaps in insurance coverage; each owner should check with the owner's carrier to ensure that the policy will cover the cost of the HOA's insurance deductible.

28. PAYMENT OF DEDUCTIBLE UNDER HOA INSURANCE CLAIM

- a) Except as set forth in paragraph (e) herein, if damage occurs solely to one unit, the owner of the unit shall be responsible for payment of the insurance deductible in full; in the event that the cost of such repair, replacement or restoration to such unit is less than the insurance deductible, the owner shall be responsible for full payment of the cost for repair, replacement or restoration thereof, unless the damage was caused by another owner's negligence or actions;
- b) Except as set forth in paragraph (e) herein, if damage occurs to more than one Unit but not to the common elements, the deductible shall be prorated based on the percentage of damage caused to each unit; in the event that the costs for repair, replacement or restoration to such units are less than the insurance deductible, the costs shall be prorated based on the percentage of damage caused to each unit and each respective owner shall be responsible for full payment of his or her pro rata share, unless the damage was caused by another owner's negligence or actions;

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- c) Except as set forth in paragraph (e) herein, if damage occurs to one or more units and to the common elements, the deductible shall be prorated based on the percentage of damage caused to each unit and the damage caused to the common elements; in the event that the costs for repair, replacement or restoration to such units are less than the insurance deductible, the costs shall be prorated based on the percentage of damage caused to each unit and the damage caused to the common elements;
- d) Except as set forth in paragraph (e) herein, if damage occurs solely to the common elements, the HOA shall pay the deductible unless the damage was caused by an owner's negligence or actions (or the negligence or actions of the owner's residents, tenants, guests or pets);
- e) If the negligence or actions of an owner (or the owner's residents, tenants, guests or pets) causes the damage, the owner shall be responsible for the full amount of the deductible; in the event that the costs of repair, replacement or restoration for such damage to a unit or the common elements is less than the insurance deductible, the owner shall be responsible for full payment of the costs thereof;
- f) The Board shall determine the amount of deductible, or cost incurred if the amount is less than the deductible, to be paid by each party; if an owner is required to pay a deductible, or cost incurred if the amount is less than the deductible, to repair any unit or the common elements other than the owner's unit, the HOA shall charge the owner the cost of the deductible, or cost incurred if the amount is less than the deductible, as a special assessment; any such cost shall be assessed exclusively against the owner's unit and shall be collectible in the same manner as regular assessments;
- g) If damage is caused to the common elements that is not covered by insurance, and if such damage was caused by the negligence or actions of an owner, or an owner's residents tenants, guests or pets, the HOA shall charge the owner for the cost to repair such damage, which cost shall be paid by the owner, upon demand, to the HOA; any such cost shall be assessed exclusively against the owner's unit as a special assessment and shall be collectible in the same manner as regular assessments;
- h) If damage is caused to one unit by another unit, the owners of the units involved shall be responsible for determining who is responsible for paying for the damage and paying for any deductible or costs thereof if less than the deductible.

29. RULES VIOLATIONS AND FINE SCHEDULE

Violations of rules relating to leasing or advertising residential units; noise nuisance; threats or harassment; parking; and any other violations are subject to

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monetary and other fines, as indicated in Schedule A appended hereto. All fines are subject to Board decision as to the imposition and amount thereof, and may be changed from time to time, as the Board sees fit.

30. NON-PAYMENT OF FINES

The Homeowners Association will seek relief for non-payment of fines through the Association's attorney and the court system. In addition to unpaid fines, the Association will petition for all unpaid costs.

31. RULES AND REGULATIONS AUTHORITY

Any consent or approval given under these Rules and Regulations may be added to, amended or repealed any time by resolution of the Board of Directors; the Board of Directors has the authority to assess penalties and collect fines for failure to comply with and abide by the Anasazi Rules and Regulations.

32. ASSESSMENTS

- a) Homeowner's monthly assessment is due on the first day of each month; in the event an assessment is not received by the association on or before the tenth day of each month, a late fee will be imposed;
- b) In the event that payment of a monthly assessment is more than thirty days late, a lien shall be filed and a lien fee shall be imposed on that Dwelling Unit; in the event the Board retains an attorney to foreclose on the lien, the Owner shall be responsible for all costs and attorneys' fees in addition to accrued late charges and lien fees. See Schedule B.

33. MOLD REMEDIATION

- a) As the HOA's insurance policy does not cover mold, the owner of an affected unit is under the obligation to remediate the condition at the owner's cost. The owner is also responsible for remediating any mold to the common elements or to any unit if that damage is caused by the act or negligence of that owner, the owner's invitees, guests or other authorized occupant or visitor of such owner, or due to the owner's failure to comply with any of the above provisions. If the owner is responsible for remediating any mold as set forth in this section, the owner must provide the HOA with certification that the mold has been properly remediated. Furthermore, the owner is responsible for remediating any mold on any items contained within the unit, including but not limited to, costs of cleaning contaminated furniture, clothing, floor coverings, etc. Additionally, the owner is responsible for any other costs that may be

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associated with mold within the unit, including, but not limited to, the cost of alternate lodging or storage until the mold is remediated.

- b) In the event that an owner refuses to remediate the mold within the common elements or any unit which was caused by the act or neglect of an owner, invitee or guest or other authorized occupant or visitor of such owner, or due to the owner's failure to comply with any of the provisions, the Board or its representative, the manager, or authorized contractor of the HOA shall be entitled to reasonable access to each of the units as may be required in connection with the mold remediation and shall have the authority to remediate such mold and to do whatever may be necessary for such purpose. All expenses in connection therewith shall be charged to and assessed against such owner, and such assessment shall constitute a lien against the defaulting owner's unit.
- c) In the event that the Board, the manager or managing agent receives information of possible infestation, the Board has the right but not the obligation to test said questioned common elements or unit(s). If mold is discovered and is the result of the act or neglect of an owner or his invitee or guest or other authorized occupant or visitor of such owner, or due to the owner's failure to comply with any of the above provisions, all expenses to the HOA, including but not limited to the cost of testing, shall be charged and assessed against such owner and such assessment shall constitute a lien against the owner's unit.

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SCHEDULE A

RULES VIOLATIONS AND FINE SCHEDULE

Late payment of HOA dues:

Payment not received by the tenth day of the month: Twenty-five dollars.

Payment not received by the thirtieth day of the month; One-hundred-eighty dollars, plus collection fees, including court costs and attorney's fee

Violation Fine Schedule

Rentals

Unit is advertised, let, rented or leased for

\$2,500.00 fine for first violation;

A period of less than thirty (30) days.

\$3,000.00 fine for each subsequent violation

Noise, nuisance, threats, or harassment.

\$100.00 fine for first violation;

\$500.00 fine for each subsequent violation pursuant to Board decision

Parking Violations First offense: A notice of violation; Second offense: \$50.00 fine;
Third offense: Towing of vehicle

Other Violations

Violating all other CC&Rs or Rules & Regulations

\$25.00 fine for first violation;

\$50.00 for the second violation;

\$75.00 fine for each subsequent violation;

Each additional infraction will be increased \$50.00 incrementally

Non-Payment of Fines

All costs and legal fees

Fee for imposing a lien on the unit.

Court costs and legal fees

All fines stated above are subject to Board decision as to the imposition and amount thereof.

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SCHEDULE B

CLUBROOM RENTAL

The upper or lower clubroom may be reserved by application to the Anasazi Association Manager's office and payment of

- a) the then-current rental fee; and
- b) a refundable deposit to cover the cost of any damage and/or cleaning

SCHEDULE C

ANASAZI VILLAGE CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC FINE POLICY AND APPEALS PROCESS

THE POLICY AND APPEALS PROCESS IS AVAILABLE AT:

[anasazivillagecondos.com/Document Center \(Resource Center\) / governing documents](https://anasazivillagecondos.com/Document%20Center%20(Resource%20Center)/governing%20documents)