

FLYNN LANE BILTMORE ASSOCIATION

RULES AND REGULATIONS

Adopted October 8, 2018

INTRODUCTION

To ensure the rights and security of everyone residing at Flynn Lane Biltmore, the board has adopted these Rules and Regulations. We solicit your cooperation in making Flynn Lane Biltmore a pleasant place to live. For the good of the community, we ask you to become familiar with, and follow these rules. They are designed to benefit and improve the quality of life for all of us.

PROPERTY MANAGEMENT COMPANY

The property management company for Flynn Lane is: Golden Valley Property Management. You may contact the property manager by calling 602-294-0999.

BOARD OF DIRECTORS

The purpose of the board is to conduct the business of the association. The board members volunteer their time for the good of the community and do not receive any compensation for their services. All homeowners are eligible to become board members providing their voting rights are not under suspension. Five (5) Board members are elected in November for one (1) year terms.

MEETINGS

The board meets in the clubhouse, unless posted otherwise, on the third (3rd) Wednesday of each month. The annual homeowner's association meeting is held yearly, in November. The election of new board members is held each year at this meeting. Board members serve a one (1) year term. All homeowners are invited and encouraged to attend the meetings.

ASSESSMENTS

The assessment fee is determined by the board of directors and is due on the first (1st) day of each month. Payment should be mailed to Golden Valley Property Managements lockbox processing center. Your check or money order should indicate your unit number to help ensure proper credit. Failure to pay fees within ten (10) days will result in a \$25.00 late charge on the eleventh (11) day of the month. A new late charge will be added each month until the arrears are paid in full. Maintenance fees, which are delinquent for thirty days or more may result but are not limited to the following: suspension of voting rights, loss of extra parking spaces, liens and foreclosure.

COLLECTIONS

See collection policy adopted by the board of directors. A copy can be reviewed on GV EDGE or at management company office.

COLLECTIONS/FORECLOSURE

Per State Law the Association may initiate foreclosure proceedings on an individual unit if the unit has been delinquent in paying monthly maintenance fees for a period of 12 months or is in arrears of one thousand two hundred dollars (\$1,200) or more, which ever may occur first.

FINES

The Association may, after notice and an opportunity to be heard, impose reasonable monetary penalties (fines) for violations of the Association's Declaration, Bylaws and Rules and Regulations of the association. If a member fails to pay validly assessed fines, the Association may file a lawsuit to recover the fines along with any attorney's fees and costs incurred. Additionally, the Association may file an equitable claim for relief, requesting a court to

issue an order for injunction requiring the member to cease from taking action or require a person to take action in compliance with the Association's Declaration.

REPRESENTATION AT HEARINGS

The homeowner is invited, but is not required to attend any hearings. In the event that the homeowner is not able to represent himself/herself, and sends a representative in his/her place. The representative must have been designated as the member's representative in writing. A copy of the written designation must be provided to the Management Company prior to the meeting.

ACTS OF CRIMINAL DAMAGE

Acts of criminal damage cost each resident money. Any person observed willfully damaging community property this includes but not limited to gates, trees, shrubs, plants, lighting fixtures, furniture and sprinkler heads should be reported to the management company. Owners are responsible for damage incurred by their tenants or guests.

AIR-CONDITIONING SERVICE PERSONNEL

A unit owner or landlord must notify the Management Company of any service personnel needing access to the roof. Service Personnel must be licensed, insured and bonded to avoid voiding our roof warranty. Any damage done to the roof will be repaired at the owner's expense. When new heating and/or air conditioning units are installed, the old unit must be removed from the roof at the time of installation and disposed of off of the property. New heating and/or air conditioning units must be installed to code. All condensation lines must be attached and properly draining. With notification to unit owners that service is needed due to noise, disturbance, improper draining, not up to code etc. it will need to be repaired within 30 days and any damage repaired at owners cost.

BIKES

Bikes need to be kept within your unit or in backyard if in a downstairs unit. Bikes are not to be secured to posts, parking structure, stairwells etc. Stairwells and entryways are to be presentable at all times and are not to be used for storage, see STAIRWELLS/ENTRYWAYS and PATIOS/BALCONIES for more information.

CABLES AND WIRING

Cables and wiring need to run down into the back patio of your unit not in the front or side that is visible. Some rare exceptions with board approval on an architectural change form may apply, however the cable may never be placed in the hardi-board panels in the front of your unit. The cables need to blend in color wise ~ no black cables allowed. They should be should be white or the same color tone of the building. Approval via Management Company is necessary before installing cable or wiring of any kind.

CLUBHOUSE

Any homeowner can rent out the clubhouse by contacting the management company. The **owner** must send a written request to the management company with the date and time requesting to use the clubhouse. A 2-week notice is requested. You must also provide insurance while using the facility so please enclose a copy of your insurance with the request showing your coverage while using the clubhouse. The rental fee is \$200. A \$100 non-refundable fee for the usage of the clubhouse and a \$100 refundable fee will be collected in advance. After cleaning the clubhouse and leaving in the original condition you rented it \$100 will be refunded to you. You have until the next day to return keys and clean clubhouse to avoid additional fees. An adult must be present at all times.

CONSTRUCTION

All common areas (entry ways, pathways to dumpsters etc) must be cleaned up on a daily basis.

Construction items, trash etc should not be stored in entryways etc. It should be placed inside your unit. We do not want children or others to fall on the items left in the common areas.

Please have your workers park in your parking space or on the street. All parking spaces within the gated community are reserved and paid for.

Trash needs to be hauled away and not left by dumpster areas.

When extreme noise is going on (hammering, drilling etc) for hours on end please try and limit the hours to business hours during the week for the extreme noise so your neighbors can enjoy their week-ends and evenings.

Any damage to other units or common area is the homeowner's financial responsibility.

Common courtesy and consideration of those around you is the rule of thumb!

DISCLOSURES

When purchasing a unit, you may have had something "disclosed" to you at the time of the sale. If you have a disclosure attached to your unit you have 30 days to take care of that disclosure. After 30 days, the board may begin to assess fines to your account if not resolved.

EXTERIOR DOORS

When replacing your exterior main entrance door, it must be uniform to match with the rest of the complex outside doors. It must be smooth and painted Sherwin Williams Fireweed (SW6328) color. Outside doors cannot have windows nor can they have any designs on them. They are to be solid and smooth for uniformity. All handles should be gold in color for uniformity.

EXTERIOR WINDOW COVERINGS

When replacing your outside windows **White** is the only approved color. *(This is effective January 2007).*

FINES/VIOLATIONS

We sincerely appreciate all of you who abide by the rules and regulations.

Except as otherwise provided by these Rules and Regulations, if you do not comply with these Rules and Regulations and CC&R's the Association may assess fines against your unit as outlined below:

1 st fine is	\$50.00	(plus attorney fees)
2 nd fine is	\$100.00	(plus attorney fees)
3 rd fine is	\$200.00	(plus attorney fees)
4th fine+	\$200.00	(plus attorney fees)

In addition, please check the violation policy.

FLOORING IN UPSTAIRS UNITS

If you live in an upstairs unit you will no longer be able to add hardwood flooring or tile in the bedrooms, living rooms, halls and office. The soundproofing between the upstairs and downstairs is not adequate when the carpet is removed from the upstairs units. Bedrooms, living rooms, halls and offices must be carpeted in upstairs units. Hardwood and tile floors are limited to kitchens, bathrooms and entryways in upstairs units. *(Unless grandfathered in before October 2011).*

GARBAGE/TRASH

Residents are responsible for placing their **bagged and tied** trash **inside** the dumpsters. Dumpsters are emptied by trash company and any trash not placed in the dumpsters will not be picked up. Anyone leaving trash any other place but inside the dumpster container will be fined.

Trash should be **bagged and tied** to prevent leakage from your unit to the dumpster.

If children take the trash out they should be overseen by an adult until old enough to open trash bin lid and get trash into the dumpster.

No hazardous waste can be disposed of in the dumpsters.

All boxes should be flattened to allow room for additional trash and garbage. Carpet, carpet pads, plumbing fixtures, appliances, furniture and/or any other bulky items are not allowed to be placed in or near the dumpsters. It is your responsibility as a homeowner to dispose and haul these items off the property. A \$200 fine and the cost to remove any items will be assessed if the association must contract to haul away your discards. If you need to dispose of unwanted items please call a local charity to arrange for pickup or take the items to a landfill.

GRILLS

For fire and safety reasons **charcoal, gas** and **propane grills** are **strictly prohibited** on balconies.

GUESTS

Homeowners are responsible for the actions of their guests while on our property, including their supervision and safety, and any damages incurred during the visit by such guests. There is no guest parking on the property, advise your guests not to park in another resident's space. Unauthorized parking will be subject to towing!

INTERIOR WINDOW COVERINGS

The only approved interior window coverings, which can be seen by all residents, are as follows: Drapes, Vertical blinds, Curtains, Blinds and Shutters in solid colors only. All must be cream or white color only and kept in good condition. No print fabrics are permitted unless they are lined in the approved color.

Foil, blankets, sheets, cardboard, towels, flags, signs, posters, decals, stickers etc. are not allowed.

Occupied or Vacant; you may not leave your window with no covering.

LAUNDRY ROOM

You must have a common key to gain entrance to the laundry room. Common area keys can be obtained from the Management Company at a cost of \$10.00.

All exterior doors are to be kept closed at all times for safety reasons and limited use of residents only. The association is not responsible for lost or stolen items left in the laundry room.

All residents are urged to pick up any debris and to clean up all spills to keep the laundry room clean.

The carts in the laundry room are to be used in the laundry room only. They are not to be removed from the laundry room.

Smoking is **NOT** permitted in the laundry room.

Pets are **NOT** permitted in the laundry room (the only exception is service animals).

If you lose money in the laundry room please contact: Mac Gray at: 1-800-MAC-GRAY (1-800-622-4729) or email at www.macgray.com

LOCK BOXES

Lock boxes are to be placed on one of the three gates located on Flynn Lane. Please place the lock boxes at the bottom of the gated area. Do not place lock boxes on or near the mesh screen by the knob on gate. They can also be placed on the door handle of the unit. Do not place on stairwells.

MISCELLANEOUS

No business activities of any kind shall be conducted in any building or portions of the premises as per the deed restrictions.

Deed restrictions prohibit any resident of Flynn Lane Biltmore from authorizing, installing or placing anything on the roof not approved by the board.

Alcoholic beverages or intoxicated persons are not allowed in the common areas at any time.

Driving of any motorized vehicle on lawns is prohibited.

Driving of any motorized vehicle on the sidewalks is prohibited except for the use of handicap carts.

The driveway and parking lot are **NOT** to be used for recreational activities or loitering areas.

For safety reasons and insurance liability you are not allowed to ride or use bicycles, skateboards, skates etc. within the gated area of the complex.

Parents are responsible for the supervision of their children on the complex. They are responsible for any damage or problems caused by their children or guests. The association will bill owners and tenants for any damage done to the common areas.

The board of directors and/or their authorized agents may take appropriate action to prevent any individual they feel poses a threat to persons or association property.

If you contact an electrician, plumber or contractor etc. directly **YOU** are responsible for the bill. You must contact the management company and use the contractors approved by the board.

NOISE

Every resident at Flynn Lane Biltmore is entitled to the quiet and peaceful enjoyment of his or her home. Excessive noise from loud stereos, televisions, radios, vehicles, barking dogs, children, parties etc. is not permitted. Residents who experience noise problems should contact the Phoenix Police Department through the non-emergency telephone number at: 602-262-6151 and/or the management company. The association will issue fines as necessary to address such problems. Quiet time should be observed between 10pm and 9am. Please be courteous and considerate of your neighbors!

NO PARKING ZONES

No vehicle is permitted to park in front of any walkway that leads into the complex from the parking lot.

All walkways and entrances must be kept open and free of vehicles for emergency vehicles.

Blocking the entrances prohibits cars in the area from getting into or out of their parking space.

Moving vans must be parked on 8th Place or Flynn Lane. Smaller vehicles unloading household items may be parked in your reserved parking space.

No overnight parking is allowed in the handicapped space.

PALM TREES

Palm tree trimming in homeowner's backyard is to be done during the month of June each year by the individual homeowner. Palm trees need to be skinned and trimmed as far to the top as possible to avoid the pigeons from perching. They should be trimmed, skinned and cleaned leaving no more than three to four fronds.

PARKING/GATES

Flynn Lane Biltmore is gated and all parking spaces are reserved (this applies to covered and uncovered spaces within the gated area). Each unit has one (1) assigned covered parking space and only (1) vehicle is permitted to park in each space – this includes motorcycles. If in doubt about which space is designated for your unit, call the

Management Company for verification. Double parking is not permitted at any time and vehicles are subject to towing without notice. All guests should park off of the property.

Transmitters may be purchased for \$50.00 each by contacting the property management company.

Any person caught tampering with or causing damage to the gates is subject to a fine.

Riding on the gates is **NOT** allowed! This will cause damage to the gates and the homeowner will be liable for costs associated with repairs. This is also a safety risk as cars coming in or out of complex may hit the children.

Inoperable, abandoned vehicles, vehicles not moved regularly (minimum of every 30 days), boats, trailers, vehicles with expired license tags, no license plate or flat or missing tire(s) are not permitted on Flynn Lane Biltmore property.

Board permission is required if overnight parking of boats; trailers or a commercial vehicle is required.

Washing of vehicles, repairing or servicing vehicle on the property is **NOT** permitted. (The only exceptions are changing a flat tire or replacing a dead battery.)

Backing into parking spaces is **NOT** allowed --- Please pull vehicle into space front end first!

Extra Parking Spaces are rented on a yearly basis to homeowners needing an extra space. The rental is from July 1st to June 30th of each year. Price varies depending on location and covered or uncovered.

Parking in vacant spaces is not permitted without written permission from the homeowner.

PATIOS/BALCONIES

Each homeowner is responsible for the trees and all other vegetation planted in his/her patio. Overgrowth is not permitted. Please be aware that large trees and shrubs can cause damage to water lines, foundations and walls resulting in costly repairs for the homeowner. The homeowner will be liable for the expenses incurred for repairs resulting from the large trees and/or shrubs already in place and located inside their patios.

Each patio/balcony must be kept in a clean and presentable state at all times, and is not to be used for storage or the accumulation of clutter. **No** items are to be hung on the balconies or on patio fences (some examples: clothing, rugs towels, etc). No storage cabinets, clotheslines etc. are to be higher than the concrete block wall of the patio or the wood railing of the balcony. This also includes any object that could fall off the balcony and cause injury or damage to someone or something on the patio below. Any plant containers kept on the balcony floor must be placed in saucers so that water cannot drip onto the patio below.

For fire and safety reasons **charcoal**, **gas** and **propane grills** are **strictly prohibited** on balconies.

PETS

All residents are responsible for their household pets at all times. All pets must be on a leash and no resident's pet is permitted to run loose at anytime. Keeping your pet on a leash is a city ordinance as well as an association rule. Please contact Maricopa County Animal Care & Control at: 602-506-7387 if you witness a loose dog in the complex.

Walking your pet on the common areas is prohibited; pets are to be walked off the property. All pet waste must be picked up at the time of occurrence and placed in a tied plastic bag and disposed of immediately. Picking up after your pet is also a city ordinance. A \$200 fine will be assessed if pet waste is not picked up.

Because of the offensive odor to your neighbors and for health reasons, your patio must be cleaned and disinfected if animal waste occurs. No pet waste is permitted on the balcony of any second floor unit. Violations

of this rule will result in a fine to the unit owner and the loss of the privilege of having a pet on the second floor. Second floor cat litter boxes must be kept inside the unit and litter box fill must be disposed of properly.

Animal laws of the State, City and County will be enforced. Pet owners are **NOT** permitted to tie their pets in the front entryways or on patios/balconies.

The mail carriers are instructed not to deliver mail if a dog is present. Obstructing the mail service will result in loss of dog privileges at Flynn Lane.

No animals are allowed in the pools or pool areas (the only exception is service animals).
Pets are not permitted in the laundry room (the only exception is service animals).

All barking dogs are to be kept inside day and night as not to disturb other residents. Continuous barking is a nuisance and residents are required to see that this does not occur. For continuous problems please contact the Barking Dog City Prosecutor at: 602-262-6466 and/or the property management company.

No vicious dogs are allowed at Flynn Lane.

Feeding or leaving food out for stray cats, dogs, pigeons etc. is **NOT** allowed due to the roof rats that are attracted to the food and garbage left outside.

No dog over the height of 18" or weigh more than 40 pounds when fully grown will be allowed to live in the complex. This applies to owners and tenants dogs. (*Unless grandfathered in before November 2004*).

PLUMBING PROBLEMS

According to Section 2.B. of the Declaration, the Apartment (Unit) consists of the finished surfaces of perimeter walls, floors, and ceilings of the Units, and the air space within the Unit. As a general matter, the carpet/tile/hardwood (or other finished flooring) and the drywall are part of the Unit and everything beyond or behind these finished surfaces are part of the Common Elements. The slab is part of the Common Elements. As further specified in Section 3.D., the Common Elements include "pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets...." Thus, the water lines located outside of the Unit are part of the Common Elements.

According to Section 7.A.2. of the Declaration, "Maintenance, repairs and replacement of the Common Elements [except for patios and balconies] shall be furnished by the Association as part of the Common Expenses." Based on this provision, repair of the water line is the Association's responsibility because the water line is part of the Common Element. According to Section 7.A.1.b, Owners are only responsible for interior plumbing fixtures within their Units.

The Association will hire and pay a plumber to fix a common area problem. The Association has the right to deny paying a plumbing bill if the Association did not call out the plumber. If a Unit Owner requests that we call out a plumber and it is determined that there is no plumbing problem or it is within their Unit, then the Unit Owner will be responsible for the bill.

The unit owner will have thirty (30) days to reimburse the Association the costs of repairing the plumbing problem, if the Association called out a plumber, it was determined it was not a common area problem, and the Association paid the bill. If not reimbursed, the Association will proceed against a Unit Owner pursuant to the Penalties section herein. Additionally, the Unit Owner will be responsible for any collection costs and attorneys fees incurred by the Association.

SATELLITE DISHES

Satellite dishes require an architectural change form for installation or changes. Restrictions on installation include but are not limited to being mounted on the wall of roof and not on the actual roof itself, as this will void our roof contract. It needs to be installed by a licensed and insured contractor.

Satellite dishes are not allowed on balconies or brick walls. They cannot be in backyards if higher than the brick wall. All Satellite dishes need to be removed when moving.

Please refer to Cables and Wiring section of rules and regulations when installing a Satellite dish.

No structure that is visible from the common area can be attached or freestanding without written approval of the board of directors. This is according to the CC&R's of the association. Any changes must be submitted to the management company on an **architectural change form** to be approved by the board.

SECURITY DOORS/WINDOWS

Black is the only approved color for security doors. The security door should be secured so the hinges are closest to the wall. The security door must remain in good condition with no tears or holes.

An architectural change form is needed before installing a security door. The board must approve the installation of security windows.

SHOPPING CARTS

Shopping carts are **NOT** allowed on Flynn Lane property. They are prohibited within the gated community. They are unsightly and they do not belong to Flynn Lane. Do **NOT** leave shopping carts in stairwells, entryways or within the gated community of Flynn Lane.

If you see shopping carts on the property please call 1-800-843-2278 to have them picked up.

SIGNS

No signs are to be exhibited in any of the units or in any common area without the permission of the board. The only exceptions are "For Sale", "For Rent" or "Neighborhood Block Watch" signs. You may place the one sign at the front or back of your unit. No posts are allowed within the community.

The size of a sign offering a property for sale shall be in conformance with the industry standard size sign, which shall not exceed eighteen by twenty-four inches, and the industry standard size sign rider, which shall not exceed six by twenty-four inches.

Signs should be professional looking. No cardboard or paper handwritten signs.

Signs are limited to one sign per unit. Signs are not allowed on the grassy area of 7th Street.

Political signs are prohibited earlier than forty-five (45) days before the day of an election and later than seven (7) days after an election day.

STAIRWELLS/ENTRYWAYS

Stairwells and entryways are to be presentable at all times and are not to be used for storage, garbage, trash, bicycles, strollers etc.

Trash or garbage on patios or entryways is not permitted at any time and constitutes a health hazard.

Feeding or leaving food out for stray cats, dogs, pigeons etc. is **NOT** allowed due to the roof rats that are attracted to the food and garbage left outside.

No smoking, loitering etc is allowed within the confined areas of the stairwells or on the steps.

TENANTS

The owner of a unit is responsible for the actions of their tenants while they reside at Flynn Lane Biltmore. Please inform your tenants that Flynn Lane Biltmore is not an apartment complex, and that each unit is an individually owned home. The board may make monetary assessments against the owner for any violation of the Rules and Regulations and/or CC&R's made by a tenant. Landlords also need to inform their tenants to contact them or the rental management agent for problems, which incur within their unit.

Tenants, like homeowners, are expected to observe all of the Rules and Regulations governing living at Flynn Lane Biltmore. Landlords and/or owners will be notified in writing by the board of any violation of the Rules and Regulations, which their tenants are responsible for.

Landlords are required to notify the management company in writing within thirty (30) days after the commencement of a tenancy of each tenant's full name and phone number in order to keep an up-to-date roster of Flynn Lane Biltmore residents. The board of directors has approved the Tenant Tracking Program. Please see management with questions.

(As a courtesy, we would like to advise members within the Association of A.R.S. Section 33-1902, which requires an owner of a residential property located with in Arizona to file a notification form with the county where the residential property is located if they are renting the property).

TOWING

In the event that your assigned space has become occupied by an unauthorized vehicle, unit owners will need to complete the information on the Flynn Lane Biltmore "***Call for a Tow***" card and contact All Valley Impound at 602-278-1600. When All Valley Impound arrives to tow the vehicle they will verify that the space number matches on the top and bottom of the form and your government issued identification matches the name on the tow card. The "***Call for a Tow***" card must be provided to the All Valley Impound driver at the time of the tow and a new one can be requested from the management company.

WASHER/DRYER HOOK-UPS

Pursuant to Section 7(B) of the Association's Declaration, the owner shall be responsible for any damage to other Units, or the Common Elements, which results from any such addition, alteration or improvements.

Pursuant to Section 3(D) of the Association's Declaration, Unit owners may not make any changes to the pipes, ducts, and utility hookups without prior approval of the Association due to such alterations likely constituting a change to the Association's Common Elements. Therefore, prior to having alterations performed to allow for the hookup of a washer and/or dryers, Unit owners must submit an application to the Association for such alterations on an Architectural Change Form.

Additionally, please be advised that should the Association approve the changes made to your Unit, you remain responsible for any damages caused to the Association's Common Area and/or other Units as a result of the addition of the washer and/or dryer hookup. Further, upon the sale of your Unit the new Owner shall assume responsibility for any damages made to the Association's Common Area and/or other Units, resulting from the washer/dryer hookup. It shall be the Unit Owner's responsibility to disclose said information to the purchaser upon sale of the Unit.

No washer/dryers are allowed on the outside patio areas. They must be inside the unit only.

All washer/dryers must be approved up to the Phoenix city code.

Any changes must be submitted to management company on an **architectural change form** to be approved by the board.

WATER CONSERVATION

Water is one of the largest expenses that the association pays. Water should be conserved whenever possible.

Washing of vehicles is not permitted on the Flynn Lane Biltmore complex.

All residents should periodically inspect and repair toilets, faucets etc. for drips and leakage.

Residents should immediately report sprinkler damage and common area plumbing problems to any board member, or to the management company.

If you are using a garden hose to water plants in the common areas, please clear the hoses when you are through. Hoses left on the grass and walkways are unsightly and create a hazard. Hoses left on the grass and walkways will be confiscated and disposed. If you are using a garden hose to water plants on your patio, it is recommended that you have a water faucet installed on your patio.

WATER SHUT OFF PROCEDURE

The procedure for shutting the water off to your building is as follows:

If it is a **routine repair** and not an emergency the following is required:

1. Property Manager must be notified of date, time and reason. Management will notify the board.
2. A 48-hour notice to be placed on all units that will be affected.
3. Notice is to include the name, phone number and unit number of person requesting water to be shut off so they can be contacted by anyone in the building of the status of the repair.
4. Please do not place flyers on vacant units.
5. Property Manager, Board member or your Plumber will shut the water off.
6. Hours the water is allowed to be off is from **10 am to 2 pm only**.
7. All flyers must be removed after repair is completed.

If it is an **emergency** please contact repair personnel and then notify property manager or board member.

YARD SALES

Yard sales are not permitted without obtaining prior permission from the board. Any damage to any common area as a result of a yard sale is the responsibility of the homeowner.

SWIMMING POOL RULES

The pools are for the enjoyment of all residents at Flynn Lane Biltmore and their guests. In order to accomplish this, the Board has implemented the following rules for the safety and enjoyment of all.

The pools are open seven (7) days a week from 8:00 AM to 10:00 PM

Only residents and their guests may use the pool. Unless prior permission of the board has been received no more than four (4) guests per unit are permitted.

In order to use the pools without supervision you must be at least (16) sixteen years old. In order to “watch” younger people you must be at least (18) eighteen years old. Parents please watch your children around water as it only takes a few seconds for an accident to occur.

Swimsuits are the only proper swimwear permitted. Diapers and street clothing are **NOT** considered proper swimwear. Anyone not in a swimsuit will be asked to leave the pool.

The pool gate must be kept closed and locked at all times per the City of Phoenix ordinance. The insurance carrier also requires the gate locked at all times. This is a serious safety concern.

Pets are **NOT** permitted in the pools or pool areas (the only exception is service animals).

Only battery-operated electronics are allowed in the pool areas.

No alcoholic beverages or intoxicated persons are allowed in the pool areas.

No glass containers of any kind will be allowed in the pool areas.

No running, undue splashing, spitting, obscene language or “horseplay” in general will be tolerated.

Barbecue grills or other types of cooking equipment are not permitted in the pool areas.

Only pool play equipment is permitted and must be removed when requested by another resident using the pool. Your personal pool items **MUST** be removed when you leave the pool area or they will be disposed of.

The pool cannot be reserved for private parties.

Please be courteous to other swimmers and leave the pool area clean.

Please lower the umbrellas and put the chairs back in place when finished using the tables.

Place any trash in the trash containers to avoid clogging the drains in the pool.

Playing with the life rings and yellow rope attached is prohibited – these are for safety only and not a toy!

All persons swimming use the pools at their own risk. There are no lifeguards on duty. The association assumes no responsibility.

**These Rules and Regulations supersede all other rules previously set forth and are effective
As adopted on October 8, 2018**