

LAKE PARK VILLAGE I HOMEOWNERS  
ASSOCIATION

# Rules and Regulations

---

Amended

**3/7/2018**

# Contents

- LAKE PARK VILLAGE I RULES AND REGULATIONS ..... 1
  - PREFACE ..... 1
  - 1) RESCISSION..... 1
  - 2) POOL AND RECREATION AREA RULES..... 1
  - 3) COMMON AREAS ..... 2
  - 4) LAKE AND MOATS ..... 3
  - 5) NOISE CONTROL..... 3
  - 6) SPECIAL USE OF THE CLUBHOUSE..... 3
  - 7) ARCHITECTURAL CONTROL ..... 3
  - 8) ASSESSMENTS ..... 4
  - 9) REQUIREMENTS ..... 5
  - 10) TRASH CANS AND RECYCLE CONTAINERS..... 5
  - 11) PETS..... 5
  - 12) TELEVISION SATELLITES & ANTENNAS ..... 5
  - 13) PARKING..... 6
  - 14) VISITOR PARKING PERMITS..... 7
  - 15) LEASING OR RENTING ..... 7
  - 16) COMPLAINTS..... 7
  - 17) ENFORCEMENT PROCEDURES / FINE SCHEDULE ..... 8
  - 18) HOMEOWNER’S RESPONSIBILITY..... 9
  - 19) EXEMPTIONS ..... 9
  - 20) INCONSISTENCIES..... 9
  - 21) APPROVAL ..... 10

# LAKE PARK VILLAGE I RULES AND REGULATIONS

## PREFACE

Living in a Condominium can be a rewarding experience, both joyous and profitable, especially in ours, which we consider to be one of the finest. With this in mind, these Rules and Regulations were compiled by your Association pursuant to the Homeowners Association Bylaws, for the purpose of protecting your property, its value, and making this a more pleasant place to live. Your cooperation is essential; however, we do not have a rule for every situation so we must always be considerate of our neighbors. The rules of good citizenship and morality shall apply at all times.

The Board of Directors (“Board”) of Lake Park Village I Homeowners’ Association (the “Association”) is specifically authorized (pursuant to Paragraph 6.12 of the Second Amendment to Declaration of Covenants, Conditions and Restrictions (the “Declaration” or “CC&Rs” for Lake Park Village I Homeowner’s Association to promulgate rules and regulations to regulate the conduct of owners, tenants and friends of both with respect to the utilization of the property and of the conduct of other owners.

Homeowners have been provided with copies of the CC&Rs and Bylaws of the Homeowners Association. We urge you to read both these documents since they set forth in complete and detailed form the rights, duties, and obligations of each Homeowner. The enclosed rules supplement and/or more clearly define portions of the CC&R’s and Bylaws. If CC&R’s and Bylaws have not been received, they are available from the Realtor who assisted in the purchase of your home. Please read the Rules and Regulations carefully and be sure that you understand them fully.

### 1) RESCISSION

These Rules and Regulations rescind and replace all previously approved and promulgated Lake Park Village I Rules and Regulations.

### 2) POOL AND RECREATION AREA RULES

- a) CLOSING HOURS: Pool -Sunday through Thursday 11:00 pm to Dawn - Fridays and Saturdays 1:00 am to Dawn
- b) Use of the recreation area is restricted to owners and/or tenants and their sponsored guests. Our pool and recreation building are designed and maintained primarily for the exclusive use of the resident homeowners and their occasional guests. Repeated and/or excessive use by nonresident relatives, guests, etc. is not permitted.
- c) Breakable items especially (but not limited to) beverage bottles and glass containers, are prohibited in the pool and patio area.
- d) Children under the age of 14 must be accompanied by an adult at all times.
- e) No more than two (2) guests or one guest family, per unit, are permitted without specific permission from the Association.
- f) Devices with speakers audible to other pool users may be used on a limited basis. Please keep the volume low so that you do not impose your audio preferences on others and if requested to reduce the volume, please do so.

- g) Patio furniture is for use in the recreation area and shall not be removed or used improperly. Please arrange furniture neatly when you are done with it. If it was removed from the covered area, return it to the covered area.
- h) No running, pushing, scuffling or horseplay is permitted in the recreation area.
- i) Showers must be taken before entering the pool.
- j) Proper bathing suits must be worn at all times when using the pool. No cutoffs allowed; the threads clog the filter. Incontinent persons are not allowed in the swimming pool without the proper swimming diaper. All swim diapers need to be properly disposed of.
- k) No sun tan oil is allowed to be used when bathing in the pool. This oil is a constant problem with the pool filter cleaning systems. Only water soluble sun block and tanning lotions are allowed. We are trying to keep your water clean and acceptable and your assistance in this area is greatly appreciated.
- l) To prevent damage or clogging of filters, please remove all hairpins, hair accessories, jewelry or other small objects prior to using the pool. Only toys designed for pool use are allowed. Please use common sense.
- m) Anyone having skin disease, open sores, nasal or ear discharge, etc. must stay out of the pool.
- n) Persons using pool or recreation area do so at their own risk. (There is no life guard on duty)
- o) Dry with towels and wear slippers before entering clubhouse.
- p) Check that the gate to the pool area you use is shut and locked when leaving the pool area. The gate should never be left open / unlocked per state and local laws.
- q) Help police the area: take your trash with you and clean dirty ashtrays before you leave. Do not throw cigarette butts in the shrubbery beds.
- r) Pets are not allowed in the pool or pool area.
- s) The Association reserves right to deny use of pool and recreation area to anyone at any time.

### 3) COMMON AREAS

- a) Common areas are groomed by personnel on the property during the week. To keep the area neat, residents must help. If you see a pop can or other debris in the common area, pick it up and put it in a trash can. Your thoughtfulness will be appreciated.
- b) Balconies, patios and yards must be maintained in a neat and clean manner. No fire pits, gas heating devices, tiki torches or similar devices are allowed on any patio or balcony. Patios and balconies shall be furnished only with furniture designed and sold for exterior use. Furniture and fixtures on patios and balconies must be maintained in good condition at all times. The storage of boxes, bicycles, or exercise equipment on patios or balconies is not allowed at any time.
- c) The recreational use of motorized scooters or skateboards or skateboard riding is not permitted in common areas, streets or walkways.
- d) Sports activity in the common areas:  
 The paved and non-paved areas of Lake Park are relatively small and close to buildings, landscaping, and parked cars. Playing sports that involve a ball or other moving object has caused damage to cars, building fixtures (like lights), flowers, trees and shrubs. More important, thrown or struck balls can endanger people and pets that share the common area. There are parks nearby designed for those activities.  
 Therefore, games, sports, and other activities that involve a thrown or struck ball or other object are prohibited within Lake Park and any damages to the common elements as a result these

actions will be assessed to the units involved. Visible sporting equipment such as basketball hoops, golf nets and similar items are prohibited in the common elements.

- e) Residents, owners and repairmen are permitted to walk on unit and garage roofs to install, maintain or repair the heat pump and/or television reception devices. However unnecessary foot traffic can result in eventual roof damage and is not allowed.
- f) Residents may not sunbathe on their unit or garage roofs.
- g) Garage doors must be kept closed when the garage is not in use.
- h) Parking spaces allocated for each unit may be used for minor automotive repair or vehicle washing.

#### 4) LAKE AND MOATS

- a) For health and liability reasons, there is no swimming or wading allowed in the lake or moats.
- b) All the streets are designed to drain into the lake and moat, therefore it is **absolutely imperative not to allow** solvents, motor oil or other polluting chemicals to flow into these bodies of water. The lake and moat contain fish and waterfowl that are protected by the State Game & Fish Department. Contaminating the lake or moat violates a number of Federal and Arizona laws.
- c) Lake Park fishing permits may be issued by the Board to residents in good standing.
- d) Fishing in the lake and moats is only permitted for residents displaying a current Lake Park fishing permit. Other fishing licenses and permits (e.g. Arizona, Dobson Ranch) are not valid because Lake Park is private property.

#### 5) NOISE CONTROL

Residents shall not engage in any activity which produces noise levels considered offensive and undesirable by other residents.

#### 6) SPECIAL USE OF THE CLUBHOUSE

- a) the clubhouse may be reserved by a homeowner only, for special occasions, by a request to the management company accompanied by a \$250.00 security deposit and a \$25.00 per day rental. Tenant requests must be made via the homeowner.
- b) Rental of the Clubhouse shall be subject to all terms and conditions outlined in the lease agreement document provided by the Management Company. This reservation shall not include exclusive use of the pool which shall, at all times, remain available for the use of other residents, their families and guests.
- c) All reservations must be made by an adult resident who must arrange for a clean-up inspection by the management company. The cost of clean-up and damages shall be deducted from the security deposit, and if the total of these costs exceeds the security deposit, the resident and homeowner shall be held financially responsible for his or her group at all times.
- d) All usage of the clubhouse must terminate by midnight on the date reserved.
- e) Swimming parties are not permitted without prior Association approval.

#### 7) ARCHITECTURAL CONTROL

- a) All homeowners are required to submit to the Architectural Control Committee plans for any exterior changes to their unit.

- b) All homeowners must submit landscaping plans including any water delivery system (except ones temporarily attached to the hose bib) prior to installation in their courtyard and patio areas, in accordance with 6.09 of the CC & R.
- c) Failure to submit these plans for approval may cause the Association to remove said changes at the expense of the homeowner.
- d) All letters of complaint or architectural control approval plans shall be submitted to Lake Park Village Homeowners Association through the Management Agent whose address is posted on the bulletin board adjacent to the mailboxes.
- e) There has been serious damage to building structures stemming from the installation and use of misting systems by homeowners. From March 5, 2015 forward homeowners will not be allowed to install, temporarily or permanently, water delivery systems (e.g., tubing, piping, nozzles) that are intended for use as misting systems on the exterior of the building. After one written request from the Association to remove the system, the system will be removed by the association at the expense of the owner.  
Homeowners that have existing systems that have been approved with an Architectural Control Request may retain their systems. However, it is encouraged to discontinue their use and to remove them at the earliest convenience. After removal, the homeowner must repair any alterations to the building exterior made to install/use the system (e.g., fastener holes) to prevent future environmental damage.  
If damage to the common elements occurs as a result of these systems, the repairs will be charged to the homeowner in accord with the condominium declaration.

## 8) ASSESSMENTS

- a) Authorization for the determination and collection of regular and special assessments, by the Board of Directors, are defined in Paragraphs 13, and 13.01 through 13.05, of the CC&Rs. Owners' obligation and due dates for the payment of these assessments are defined in Article 3.11, of the BYLAWS.
- b) Assessments are applied in two ways, "Monthly" and "Special", which are further defined below;
  - i) Regular assessments and the due dates of such assessments shall be as outlined in Article 3.11 of the Bylaws.
  - ii) Special assessments are authorized by the Association to meet expenses when there is an inadequacy of budgeted funds to meet expenses for any reason to include emergency requirements. Payment of a Special assessment can be allotted in an equal amount to each homeowner in the following manner.
    - (1) A Supplemental assessment may be prorated between each homeowner for the remaining months of the year and becomes due the 1st day of the month and becomes delinquent if not paid before the 25th day of each month.
    - (2) A one-time Special assessment may be prorated between the homeowners and becomes delinquent if not paid within 10 days of the due date prescribed by the Board.

- iii) Special assessment may also be assessed to individual units for costs incurred by the Association to perform maintenance at a unit or to enforce the provisions of the declaration against any owner pursuant to Section 13.02 of the declaration.
- c) Any Monthly assessment installment not paid in full by the date of delinquency prescribed above will be charged a late fee of twenty (\$20.00) dollars.
- d) Any Special assessment not paid in full by the date of delinquency prescribed above will be charged a late fee of twenty (\$20.00) dollars.
- e) In addition, an interest charge of 10% per annum may be levied on any delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association.
- f) The Association may file and record a notice of any delinquency together with a Notice of Lien on the owner's unit as prescribed in paragraph 13.05, of the CC&Rs.

## 9) REQUIREMENTS

- a) Voting rights and the right to use the recreational facilities including the clubhouse shall be suspended for a homeowner, their tenants and/or guest (s) during any period which any assessment against the homeowner remains unpaid for more than 30 days.
- b) Such rights may also be suspended for a period not to exceed 60 days for infraction of the CC&R's, Bylaws, or Rules and Regulations and a fine, as defined in Section 17 of these Rules and Regulations, may be levied upon the homeowner.

## 10) TRASH CANS AND RECYCLE CONTAINERS

Trash cans and recycle containers may be set out for collection as early as dusk on the night prior to collection, and must be withdrawn and be hidden from view by midnight of the day of collection. (Note the City of Mesa designates the normal collection days).

## 11) PETS

- a) Homeowners or renters are not permitted to maintain more than two (2) commonly recognized domestic and household pets.
- b) The keeping of any animal commonly recognized as dangerous, including, but not limited to, pit bulls and pit bull mixes, Chows, Dobermans, Presa Canario, Rottweillers, Akitas and canine breeds in excess of 67% wolf is specifically prohibited.
- c) No pets shall be permitted to run free at any time (whether or not in the company of an owner or handler).
- d) All pet excrement must be cleaned up immediately by any owner or handler walking the pet.
- e) No pets are allowed in the pool or pool area.
- f) If any animal creates a noise problem to other owners by barking or otherwise, the Board shall direct the owner of the offending animal causing the problem to be corrected; and, if the problem is not corrected, the Association shall have the power to require the owner to remove the animal from the property and maintain it elsewhere.

## 12) TELEVISION SATELLITES & ANTENNAS

- a) Definitions:
  - i) an antenna or satellite dish designed for over-the-air reception of signals from direct broadcast satellites (DBS) that is 1 meter or less in diameter

- ii) an antenna or satellite dish designed for multi-channel multi-point distribution (wireless cable) providers (MMDS) that is 1 meter or less in diameter, or
- iii) antennas designed to receive television broadcast signals (TVBS) regardless of size (collectively "Covered Antenna").
- b) Installation: Covered Antenna may be installed on the garage or main building roof, however, Covered Antennas and their associated cable or wiring shall not be visible from ground level. There should be only one line, wire or cable into the building and all lines, wires or cables associated with the Covered Antenna must be painted to match the building.
- c) Financial Responsibility  
Homeowners will be held financially responsible for any necessary repairs to the building as a result of any Covered Antenna installation.
- d) Approval:  
Any antenna other than a Covered Antenna, must be approved by the Association prior to installation, including, without limitation, antennas used for AM/FM radio, amateur (ham) radio, CB radio, Digital Audio Radio Services (DARS) and antennas used as part of a hub to relay signals among multiple locations.  
Installation of a Covered Antenna does not require prior Board approval, but all installations must comply with these rules and regulations, and the Board must be notified when a Covered Antenna has been installed and its installation location.

### 13) PARKING

- a) All residents must park their vehicles in their garages or the two spaces allocated to their unit.
- b) Only one vehicle shall be parked in each parking space. For safety, no part of the vehicle may extend beyond the length of the island curb (i.e. into the roadway).
- c) No resident may park a vehicle overnight in the spaces reserved for visitors or clubhouse parking.
- d) No owner, resident, lessee, invitee or other person shall park, store or maintain in or on the project any boats, trailers, campers, recreational vehicles, commercial vehicles or other vehicles not customarily used for personal non-commercial transportation. For purposes of this section, "Commercial vehicle" means any vehicle that displays the name, tradename, telephone number or other identifying information of any business or otherwise bears the appearance of a commercial vehicle by reason of its normal contents (e.g. trade goods, tools, ladders, etc.), as reasonably determined by the Board. Temporary parking of the aforesaid vehicles for the purpose of loading or unloading is allowed, but shall not exceed four hours within any 48-consecutive hour period.
- e) Vehicles in an inoperable state that are not registered, or that have not been moved for four days and are parked in an unauthorized parking space, will be considered abandoned and will be subject to towing at the resident's expense.
- f) Homeowners will be held responsible for violations of parking rules by their renters. The Board shall have the authority to have the vehicle towed from the premises or immobilized with a "boot" in accordance with Association regulations and applicable City ordinances.
- g) Upon the written request of an owner, the Board may issue a permit for temporary usage of a Unit's two allocated parking spots for a dumpster, storage container, trailer, or other item, provided that the item is wholly contained within the two allocated parking spaces and does not infringe on the usage of the parking lot or any other Unit's parking spaces. The Board shall have



the discretion to set a specific period of time in which the permit may be used. An owner must demonstrate extenuating circumstances for usage of a permit in excess of two weeks.

#### 14) VISITOR PARKING PERMITS

Visitor parking permits are intended for guests staying with a resident for a short time – generally two weeks or less – not for residents or frequent overnight visitors.

- a) Cars parked in “Visitor Parking” at any time of the day for more than three consecutive days or parked overnight for more than four days in any four-week period will be required to have a permit issued by the Association through the management company. Moving the car at some time during the day does not negate this rule.
- b) Permits will be issued for a specific period of time. The permit will indicate the duration, the vehicle license number and the owner.
- c) Visitor parking areas will be inspected daily by the Parking Committee who are empowered to issue notices of violation.
- d) A vehicle parked in “Visitor Parking” at any time of day for four consecutive days, without a permit, or five times in any four-week period may be towed or immobilized in accordance with Association regulations and applicable City ordinances.
- e) When the clubhouse is rented for an activity, the four clubhouse parking spaces are reserved for the renter. At all other times, they may be used for visitor parking. For safety, because these spaces extend farther into the street than others, no part of a parked vehicle may extend beyond the end of the painted lines.

#### 15) LEASING OR RENTING

- a) If you intend to lease or rent your home, please make sure the resident or leasing agent has copies of the Lake Park Village Rules and Regulations.
- b) During the period that a condominium is occupied by a tenant other than the owner, the tenant holds the exclusive right to use of the common element facilities. Be sure your tenant reads, understands, and abides by the rules as you will be held responsible for ensuring their compliance.
- c) All homeowners shall notify the management company whenever they lease or rent their unit and provide the information requested on the Owner / Tenant Information Form. This is for the protection of the owner as well as that of the Association. Association will charge \$25 to obtain this information for each time the tenant changes. The homeowner has up to 15 days after the postmarked request to pay this amount. If a homeowner does not provide this information completely, accurately, and in a timely manner the association may impose a fine of \$15.
- d) It is the homeowners’ responsibility to insure all equipment is usable and the unit is in livable condition. The Association cannot assist a renter if problems with a unit arise before or after they move in.

#### 16) COMPLAINTS

- a) Complaints regarding the management of the project or its property, or regarding actions of other homeowners shall be made in writing to the Board.
- b) All reports of alleged violations shall not be considered confidential.

- c) The managing agent's telephone number is posted on the bulletin board adjacent to the mailboxes. Board member's telephone numbers or unit numbers will be posted at the discretion of the individual Board member.

#### 17) ENFORCEMENT PROCEDURES / FINE SCHEDULE

The procedure for enforcement of the Association's governing documents shall be as follows:

- a) **First Offense (1st Notice).** When the Board becomes aware of noncompliance of a rule or regulation by the owner, occupant, guest or tenant, it shall send a notice to the owner of record advising of the violation and warning that strict compliance with the Declaration or Rules and Regulations will be required.
- b) **Second Offense (2nd Notice).** If a second report is received that a violation has been repeated or has been continued beyond the time specified in the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the homeowner. The fine for a second offense shall be \$25.00.
- c) **Third Offense (3rd Notice).** If a third report is received that a violation has been repeated or has continued beyond the time specified in the second notice, the owner shall be assessed a fine of \$50.00 following verification of the violation by the Board.
- d) **Continuing Offenses.** If the violation continues without resolution, the owner shall be assessed a fine of \$100.00 every thirty (30) days until the violation is resolved.
- e) **Delivery of Notices.** All notices required under these rules and regulations shall be served by regular U.S. Mail to the address of the homeowner as provided to the Management Company. Notice is considered given upon placement of the notice in the U.S. Mail.
- f) **Content of Notices.** Consistent with Arizona law as may be amended, any notice will state the process the owner must follow to request an appeal/hearing to contest the notice, and will also give notice of the owner's right to petition for an administrative hearing with the Arizona Department of Real Estate pursuant to A.R.S. Section 32-2199.01.
- g) **Fines.** No fine shall be imposed without first providing a notice of the violation from the Association to the owner describing the violation and stating that failure to correct the violation within the time specified in the notice or another recurrence of the same violation within three (3) months of the original violation shall make the owner subject to imposition of a fine. Failure to pay any fine shall subject the owner to the same potential penalties and enforcement as failure to pay any assessments under the Declaration.
- h) **Injunctive Relief.** If a violation is not cured after the third notice, the Board may request that the Association's legal counsel file an action seeking injunctive relief against the owner to cure the violation(s). Notwithstanding the above, nothing herein will limit the Board's right to take immediate legal action, including but not limited to, seeking immediate injunctive relief, at any time regardless of the presence or absence of notices hereunder, for any violation that the Board determines in its sole and absolute discretion requires immediate legal action.
- i) **Board Discretion.** Notwithstanding the above provisions, the Board at its sole discretion, may at any time, assess a fine in an amount up to \$2,000 for any incident the Board deems to be egregious, dangerous, that may threaten the life, health, safety, or welfare of any person, resident or owner, or that cause detriment or damage to any Association or other owner's property. The Board may levy this fine despite any past violation history or lack thereof.
  - i) The Board shall consider the fines set forth in this fine schedule to constitute damages sustained by the Association, and are intended to compensate the Association for the

administrative burden of addressing the violation and the adverse impact of the violation on the community.

- ii) The Board reserves the right to deviate from the fine amounts set forth herein if, after a hearing on the matter, the Board finds good cause to modify the amount of the fine levied in a particular case. The Board also reserves the right to pursue any and all other remedies set forth in the Declaration or as provided by law at the same time or in lieu of levying the fines set forth in this fine schedule.
- j) **Appeal Process.** Any owner who has received a violation notice shall have the opportunity to appear before the Board to appeal the Board's decision that a violation exists. Such appeal right shall be deemed waived if not timely exercised by the owner. The appeal process shall be as follows:
  - i) Within ten (10) calendar days following the date of the notice, the owner may appeal the violation decision in writing to the Board and request a hearing on the matter. If the written hearing request is not received within such ten (10) day period, the owner's right of appeal shall terminate as of the end of the tenth day.
  - ii) The owner shall have the right to appear at the hearing in person or by a representative and to present all pertinent supporting information.
  - iii) An owner who timely exercises his or her appeal right shall be provided a written notice of the time, date and place of scheduled appeal hearing which shall be conducted in an executive session meeting of the Board. In the event the owner fails to appear in person or by representative at such scheduled hearing, his or her appeal right shall be deemed waived.
  - iv) After completion of the appeal hearing, the Board will make its decision. The owner will be informed in writing of such decision within ten (10) calendar days from the date of the appeal hearing.
  - v) In the event the appeal is denied, unless otherwise stated in the Board's written decision, the effective date of the fine shall be retroactive to the date set forth in the notice.
  - vi) All decisions of the Board as to an appeal hearing are final and may not be appealed.

#### 18) HOMEOWNER'S RESPONSIBILITY

Homeowners are responsible for ensuring the compliance with all Rules and Regulations, and Covenants, Conditions and Regulations, and the Bylaws of the Association by their guests and tenants, as well as their tenants' guests. Homeowners are responsible for any fines assessed as a result of their actions, those of their guests, tenants, or tenants' guests.

#### 19) EXEMPTIONS

Any homeowner may appear before the Association, at any monthly meeting, to seek an exemption from or variance in the applicability of any of the above rules or regulations as they relate to said person on grounds of undue hardship or other special circumstances.

#### 20) INCONSISTENCIES

If there exists any conflict or inconsistency in these rules and regulations with other Association governing documents, such conflict or inconsistency shall be resolved in accordance with the provisions of paragraph 25.05, Second Amendment to Declaration of Covenants, Conditions and Restrictions (CC&Rs)


21) APPROVAL

The Board of Directors of the Association, with the approval by a majority vote of the Association Membership hereby adopts these Lake Park Village I "Rules and Regulations" effective this

7<sup>th</sup> day of March, 2018.

CERTIFICATION

I hereby certify that I am the duly elected Secretary of the Lake Park Village I Homeowners' Association and that the foregoing Rules & Regulations were duly approved by a majority vote of the Association Membership on the 7<sup>th</sup> day of March, 2018.

  
Secretary