

**LA ESPERANZA TOWN HOMES  
RULES AND REGULATIONS  
Approved August 7, 2021**

**1. Modification to the Lots**

- No tents, wells, derricks, or tanks for water, oil, natural gas, petroleum, asphalt, minerals or hydrocarbon products or substances may be placed or erected on any part of the Lots at any time.
- Any obvious exterior structural modifications made to Lot dwelling units or property must first be requested in writing to the Board, using the *Architectural Improvement Application & Review Form*, and approval received in writing from the Board. The Board may request written plans indicating location, nature, kind, shape, height, building materials and other dimensions of the modification.

**2. Antennas and Satellite Dishes**

- Only antennas or satellite dishes for the purpose of receiving television or radio broadcasting are allowed and such antennas must be shielded from view of other lots, the streets and the Common Areas, to the maximum extent possible.
- Antennas or satellite dishes must be installed and maintained in a safe and aesthetic manner.
- Any disconnected antennas or satellite dishes should be removed from the Lot.
- Any antennas or dishes on ground level or any wiring necessary for antennas or dishes must be camouflaged to be minimally visible.
- No antennas or satellite dishes may be placed on the Common Areas.

**3. Signs**

No signs of any kind shall be displayed on any Lot or in Common Areas, except: 1) such signs as may be required by legal proceedings; 2) political signs, measuring no more than 24"x24", may be displayed from 45 days prior to an election and 7 days after the election ends; 3) such signs as may be used in connection with the sale or lease of a unit, and such signs require the written request and approval of the Board regarding nature, composition, number, sign and location.

**4. Trash and Debris**

- All garbage, trash or debris must be kept in the appropriate trash/recycle containers and not be allowed to accumulate on the Lot or be thrown over the party or common walls, so as not to be unsanitary, unsafe, unsightly, or offensive in odor or in any other way detrimental to any other Lots.
- Any garbage cans and recycle bins located on Lot must not be visible to any other Lot, the street, or the Common Areas.
- No garbage, trash or debris may be burned anywhere within La Esperanza.
- Garbage and recycle bins should be put out no sooner than the night before pickup and taken in within 12 hours after pickup.

## **5. Nuisances**

- No obnoxious, offensive or illegal activity shall occur on any Lot, including but not limited to unreasonable noise.
- Nothing shall be placed or stored on any Lot, including the yard area, which may become an annoyance or nuisance to any other resident, or which will create any noise or odor, or which might otherwise disturb the peace, quiet, comfort or serenity of the residents of surrounding Lots.
- Wood piles or other materials shall be stored in a fire-safe manner and in a manner so as not to be attractive to native rodents, snakes, spiders and other animals.
- Residents shall not feed wild animals except for small bird feeders.
- Outside lights shall be structured and limited in size and burning time as to not be a nuisance to any other residents.
- The Board, in its sole discretion, has the right to determine if any activity constitutes a nuisance, and to require that the activity be abated.

## **6. Animals**

- No animals of any kind shall be raised, bred, fed or kept, except that a reasonable number of generally recognized house or yard pets may be kept.
- A "reasonable number" as used in this Section ordinarily means no more than two pets, provided, however, the Board may determine that a reasonable number may be more or less.

- The Board has sole discretion, for the purposes of this Section, to determine if a particular animal is a generally recognized house or yard pet or a nuisance, or whether the number of animals is reasonable.
- All pets required by government authority to be licensed must be licensed.
- Homeowners should try to resolve barking issues with pet owner. If no satisfaction received within a reasonable amount of time, they may contact the Pima Animal Care Enforcement.
- All dogs must be kept under leash or controlled at all times when outside the boundaries of any Lot. Cats are not allowed to roam the area outside the Lot.
- On a daily basis, the resident of any Lot on which a pet is located is required to hygienically dispose of any animal waste located on the Lot or any Common Area.

## **7. Yards**

- All Common Area landscaping, planting and maintenance will be the responsibility of the Board or the Landscape Committee. Residents are not allowed to plant shrubs, trees or any other planting material or place any non-plant material in the common area.
- All planting or gardening by owners within the Lot boundaries must be maintained and shall not constitute a nuisance by overhang, overgrowth, disease or infection, fire or safety to other residents.
- Clotheslines or other personal items located within Lot boundaries will be camouflaged so as not to be visible from any other Lot, the Common Areas, or the street.
- No fences or walls shall be erected or modified on any Lot, except those that were installed as part of the initial construction, nor can any modification be made to these initial walls without the approval of the Board or Architectural Committee.

## **8. Maintenance of Lots**

- Each Owner shall be responsible for the upkeep and maintenance of the interior of his or her town house and for the upkeep and maintenance of all other areas, features or parts of his or her town house and property not maintained by the Association. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the multi-family building or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other town house units or their Owners.

- Premises are hereby restricted to residential dwellings for residential use and recreational facilities. All buildings or structures erected upon said premises shall be of new construction and no buildings or structures shall be moved from other locations onto said premises, and no subsequent buildings or structures other than town homes, being residence units joined together by party walls, shall be built on any parcel where the builder theretofore programmed and constructed a town house.
- No structures of temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any portion of the premises at any time as a residence either temporarily or permanently. New, small metal storage sheds shall be permitted subject to other applicable restrictions and such rules as the Board or Architectural Committee may promulgate.
- No structures on any individual Lot shall be permitted to fall into disrepair including town homes, roofs, walls, party walls or other structures on the Lot and the expense for these repairs shall be borne by the Lot Owner.
- The expense of painting of Lot structures shall be borne by the homeowner and shall be strictly subject to the guidelines as established by the Board and duly approved by the homeowners.
- Roofs shall be maintained in good order (at homeowner's expense) and no changes to roof materials or design may be made without the express written consent of the Board.
- All driveways must be maintained in accordance with written instructions from the Board. No changes can be made to driveways without the approval of the Board.
- Termite control shall be the responsibility of the Owner.
- Failure to maintain the Lot as outlined above shall result in a written notice from the Board requesting that necessary repairs be completed within 30 days. If repairs are not completed within 30 days, then the Board may institute legal action and hold the Owner responsible for all attorney fees and costs incurred.
- If the Board determines that damage to any part of the Common Area was caused through the willful or negligent act of the Owner, or the Owner's family, guests or invitees, the Board, after giving notice to Owner, will make the necessary repairs and charge the expenses to the Owner.

## **9. Parking and Motor Vehicles**

- Owners/Residents are to park their vehicles in the garages. Owners/Residents may use the designated parking areas for up to seventy-two (72) hours. Please

note: moving your car to another designated spot does not re-start the parking timeline. The towing company may be contacted to remove a vehicle that is in constant violation. Exceptions are made for public service employees who are required to have access to their vehicles in accordance with Arizona statutes.

- In case an owner/resident needs an additional parking spot, they can have the option of using the designated parking area for a monthly fee of \$25.00 per month. The owner of the vehicle will receive a non-transferrable permit sticker that must be visible when parking in the designated parking areas. Permit parking will be on Dixie in the posted designated areas. Parking spots on Brown and Desert Sands will be short term visitor parking only.
- Visitors and homeowners will be allowed to park in the designated parking areas or in the front of the garage/home for up to seventy-two (72) hours. Extended visitor parking must be approved by the board in advance and the visitor's vehicle information provided.
- Any short-term parking of motor homes, recreational vehicles, boats, trailers, off road vehicles and campers will be allowed to park for a maximum of seventy-two (72) hours to allow for loading and unloading purposes only.
- No BACK IN parking will be allowed. All cars must face forward in the parking spot.
- Inoperable or unlicensed vehicles, camper shells, trailers, recreational vehicles, motor homes, boats, motorcycles, etc., are not allowed on the property.
- Any vehicles that leak fluids must be garaged and are not allowed to park anywhere on the property outside the garage.
- Mechanical repairs of motor vehicles are prohibited, with the exception of routine maintenance on resident's vehicle(s). Routine maintenance must be confined to the garage area.
- Vehicles owned by residents or their guests must not disturb the peace of other residents. Loud engines or vehicle stereos/radios are not permitted.

## **10. Pool and Common Areas**

- All gates leading to the Common Area shall be kept locked at all times.
- There is no lifeguard on duty; swimming is at the swimmer's risk. No diving is permitted.
- There are no posted pool hours and swimmers must be respectful of others.
- The pool is for the exclusive use of residents and their guests. Residents are responsible for the supervision and conduct of their guests.

- All children under the age of 16 must be accompanied by and supervised at all times by an adult resident.
- No person may enter the pool area in an intoxicated condition.
- The pool furniture is not to be removed from the pool area.
- Shoes or sandals are to be worn while walking to the pool.
- Any person having a skin disease, sore or inflamed eyes, nasal or ear discharges, open wounds or any communicable disease shall not be permitted in the pool.
- Residents are asked to wipe off their tanning oil before entering pool, and wipe off the pool furniture when they leave the pool area.
- No running, pushing, scuffling, splashing or rough play is permitted in the pool area.
- Glass containers of any kind are prohibited in the pool area.
- Food and drinks must be kept on tables and away from the pool.
- Swimming suits are required in the pool -- no cut-offs, tee shirts, or street clothing. Babies must wear a snug diaper and rubber pants or a leak-proof swimsuit.
- Voices shall be kept at normal conversation levels.
- Radios, television sets, tape-recording or tape-playing devices, should be kept at a moderate level.
- The gates to the pool area are to remain closed and locked at all times, and are not to be propped open or otherwise left unsecured.
- Pool gates are not to be opened to let in unsupervised children.
- All bobby pins, hair pins and other such items that can clog the filtering system are to be removed before entering the pool.
- Objects such as Frisbees, volleyballs, feather-weight objects such as Nerf balls or beach balls, and rafts may be used with discretion.
- No rocks, coins or metal objects are to be thrown into the pool.
- Users of the pool area are responsible for removing all articles they bring to the pool (including refuse, towels, books, magazines, beach balls, etc.) at the time they leave the area.
- Using fences and walls as clotheslines is not permitted.
- Failure to comply with these regulations will be grounds for the exclusion of a resident or their guest from the pool area.

## **11. Leasing**

- Owners are entitled to lease their Lots for single-family residential purposes.
- Owners may lease no more than one unit.
- The Owner is responsible for the actions and behavior of his or her lessees and is responsible for any monetary sanctions imposed against the lessee by the Association.

- All leases require a lease agreement, for a term of not less than six months, and provide that any breach of the CC&R's or these Rules constitutes a material breach of the lease.
- Owners are required to provide their lessees with copies of these Rules and the CC&R's and any future updates or amendments to these documents.
- Lessee is not a member of the Association and is not entitled to voting privileges.
- Provisions of the CC&R's and these Rules must be adhered to by the resident of any Lot.
- The Owner shall provide the Board with the name and contact information of the Lessee and any other such information the Board may reasonably require.

## **12. Business Activities**

- No trade or business may be conducted from any Lot, except that a resident may conduct home business activities that: 1) are not apparent or detectible by sight, sound or smell from outside the lot; 2) conform to all zoning requirements; 3) do not involve any person conducting the business who does not reside at the Lot; 4) do not create traffic to and from the Lot; 5) do not involve solicitation of residents of the Association; and 6) do not constitute a nuisance, hazardous or illegal use of the Lot, or threaten the security or safety of other residents, as determined by the Board.

(For the purposes of this Section, the terms "business" or "trade" include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or service to persons other than the provider's family, and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether the activity is engaged in full or part time, the activity is intended or does generate a profit, or whether a license is required for such an activity.)

## **13. Non-Compliance**

- Non-compliance with these Rules and Regulations or any of the governing documents of La Esperanza Townhome Association, Inc. will result in the Association taking action to enforce such Rules and Regulations and governing documents as prescribed by the documents and enforceable within the laws and Statutes of the State of Arizona. Please refer to Article VII, Section 13E, of the CC&R's.