

**BROOKFIELD VILLAS
RULES AND REGULATIONS
March 2023**

1. 55+ AGE RESTRICTED COMMUNITY (Section 6d of the Amended Tract Declaration for Verde Santa Fe, Parcels 3&4)

A. In order to maintain the 55+ age restriction status, both Federal and State Fair Housing Laws require that the Association keep an up to date, verifiable record of each occupant in the community. The log is subject to government audit from time to time. The log must show the name, age, contact information and ID of each occupant. This information is kept strictly confidential but must be provided to the Association upon request in order to maintain the age restriction status.

2. COMMUNITY SPEED LIMITS

A. Posted speed limit within the community is 10 mph and shall be adhered to at all times on any of Brookfield's roadways.

B. While driving in the community, stop at all posted stop signs and be cognizant of residents walking and the possibility of their presence behind parked vehicles.

3. ANIMALS (CC&R Section 3.20)

A. Pursuant to Section 3.20 of the Declaration, a "reasonable number" of house pets shall mean no more than two (2) house pets shall be maintained on or in any Lot or Parcel.

B. Pets, which at all times are kept within a fully enclosed building, shall not create odor or sound detectable on an adjoining lot.

C. Dogs, cats and other animals shall be leashed at all times when outside, except when in an enclosed yard.

D. Animal waste shall be picked up on a daily basis within the lot and must be picked up immediately when walking an animal off the lot.

E. No structure for the care, housing or confinement of any pet shall be visible from Neighboring Property.

4. GUEST AND OVERFLOW PARKING

A. There will be two designated overflow parking spots available to guests of residents with passenger vehicles. These spaces may not be used by residents in the community, only guests. Any owner who needs a space for a guest to park (instead of the street, which is limited to 48 hours) will need to contact the Board President and make a request. A pass will then be provided to the guest so they can hang it from their review mirror. This pass will allow parking in the overflow area for up to 30 days.

5. PARKING (CC&R Section 3.24, 3.25 and all subsections, 3.26.7(c) & Master Assn Arch Rules Section 3.1)

- A. No automobile or other motor vehicles shall be parked on any road or street in the community, except automobiles or motor vehicles of guests of residents/owners which may be parked on the road or street in the community for a period of not more than twenty-four (24) hours.
- B. Owners of RV vehicles are allowed to park their vehicle on the street for a maximum of twenty-four (24) hours for loading/unloading. If more time is required, check with the Board for approval of extra days. Note: Pop-outs are only allowed to be open for cleaning. Triangle reflectors must be placed around the vehicle for safety.
- C. Owners are responsible for maintaining driveway surfaces in a clean manner, eliminating excessive stains from vehicles parked in the driveway.
- D. Owners of shared driveways must not impede their neighbor's ability to ingress or egress from their portion of residence, garage, or driveway.
- E. No vehicles longer than 7 feet in height and 18 feet in length can be stored on any Lot. Please refer to Rules and Regulations (3D) regarding shared driveways.
- F. Except for emergency vehicle repair, no automobile or other motor vehicle shall be constructed, or reconstructed on a lot or other property in the community.
- G. No inoperable vehicle may be stored or parked on such lot or other property in the community so as to be visible from any common area or street.
- H. Driveway parking should be contained to the physical driveway and not on the stone landscaping. Authorized street parking is limited to street parking only. Vehicles are not permitted to park on the stone landscaping or curb.
- I. Vehicles parked in violation of the Association's parking restrictions may be towed.
- J. In the event a motorcycle, motorbike, ATV, off-road vehicle or similar vehicle that is street legal and legally licensed is used exclusively for ingress and egress from a residence in the property directly to any one of the main project thoroughfares of Tissaw and Cornville Road and Verde Santa Fe Parkway, and conditioned on that use conforming to all other permitted uses or restrictions established by the CC&R's, including but not limited to provisions relating to noise and nuisance; health, safety and welfare; said use shall not be considered a violation. Said vehicles may only be parked and stored in a garage.
- K. In addition to the parking restrictions set forth in the CC&R's, parking is prohibited on landscaping, curbs, or unpaved areas (Master Association Architectural Document Article 3.1)

6. TRASH CONTAINERS (CC&R Section 3.12)

- A. Trash containers shall be placed by the curb no earlier than 3:00 p.m. the evening of the day prior to pickup and shall be taken in by 9:00 p.m. the day of the pickup.
- B. Trash containers shall not be visible from the street when not out for pickup. Homeowners are encouraged to use the collection company used by the majority of homeowners to reduce wear and tear on roads.
- C. The community requires the use of containers for recycling that have lids to avoid recyclable materials from blowing around the community. The local recycle company, Taylor Waste, will supply such containers if you choose to recycle.
- D. Homeowners are not allowed to utilize the large dumpsters, which the builder has staged on their developing properties, for disposal of personal garbage (yard waste, personal household items, etc.).

7. HOLIDAY/EXTERIOR LIGHTS (CC&R Section 3.35)

- A. Residents may display decorations for holidays.
- B. Display of decorations and holidays lights shall be limited to thirty (30) days in advance and thirty (30) days after the occasion.
- C. With respect to CC&R Article 3.35 all exterior landscape lighting needs to be off by 10 p.m. The only exception would be low light solar lighting and motion detector lighting.

8. GARAGE DOORS - (CC&R Section 3.30):

- A. Residents shall keep their garage doors closed at all times, except when actively entering or leaving the garage.
- B. Garages must be kept clean and orderly and cannot be used as living quarters.

9. CLOTHES DRYING FACILITIES (CC&R Section 3.13):

- A. No outside clotheslines or other outside facilities for drying clothes shall be erected, placed or maintained on any lot, parcel or other property.

10. MAINTENANCE OF FRONT YARDS (CC&R Section 3.6)

- A. The HOA provides the following front yard maintenance: trim/hedge/prune shrubs and low hanging tree branches; fertilization of trees/plants/shrubs two times a year or as needed; large trees will be trimmed when required; control weeds to maintain a weed free appearance;

pull weeds close to trees/plants/shrubs; remove any dead/dying plants/shrubs; blow off property to remove debris/leaves. Houses with courtyard walls will be maintained up to the wall.

B. It is the homeowner's responsibility to maintain sprinkler systems and systems must provide required watering to all trees/plants /shrubs in their front yards during the entire year, adjusted as per seasonal requirements. Watering of desert landscaping as per plant requirements. The HOA will not be responsible for the replacement of any trees/plants/shrubs that die due to lack of watering.

Side/backyards/courtyard maintenance are the homeowner's responsibility and are to be kept free and clear of any weeds, trash and or any other unsightly materials. Any trees/plants/shrubs that are visible from the front yards encroaching on adjacent property shall be removed and or cut back by the homeowner. No vegetation is allowed to grow over or threw fences. Fencing not only impairs the natural growth of the vegetation but also causes damage to the fence.

Gravel replenishment for front yards is the homeowner's responsibility. The HOA will only maintain gravel as required disturbed by foot traffic during maintenance of front yards. Curbing must be kept clean of landscape stones by the homeowner.

Any homeowner who hires their own landscaping firm or performs the work themselves in their front yards understands that the HOA has the responsibility to remove/trim any trees/plants/shrubs and or spray weeds that are found not being properly maintained in a timely fashion by the homeowner. You will be advised of items that need correction and will be given 30 days to complete. If not completed within this time, the HOA will perform.

C. Brookfield Villas has developed a specific set of approved landscaping plants/trees. If you are altering, adding to or modifying your front yard landscaping in any way, such action must be pre-approved by the Brookfield Villas Board and the Verde Santa Fe master association architectural committee. Please review the approved landscaping list and submit an architectural change form for the proposed alterations or modifications to the Association's management company HOAMCO. Your architectural change form will be reviewed by the Brookfield Villas Board and the Verde Santa Fe master association architectural committee.

11. BUSINESS (CC&R Section 3.19)

A. No trade or business may be conducted on any lot or parcel or from any residential unit except such business activity that is permitted by the CC&Rs.

12. NUISANCES (CC&R Section 3.7)

A. No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to any lot. No odors, loud noises or loud music shall be permitted to arise or emit from any lot No unsanitary, unsightly, offensive activity is allowed, which is detrimental to any property in the vicinity.

B. Fireworks are NOT allowed in the Community.

13. ARCHITECTURAL (CC&R Section 3.23.1)

A. It is the HOMEOWNER'S responsibility to fill out the Architectural Request Form for all improvements, additions, alterations, or other work, including landscaping and painting, for prior approval of the Master Architectural Committee. If an architectural change is made without the prior approval of the Master Architectural Committee, the homeowner will receive a letter providing a reasonable period of time for removal of the change or submission of the project to the Committee for approval. If the project is submitted to the Committee and rejected or approved with modifications, the homeowner will be given a reasonable period of time, as determined by the Committee, to remove or modify the project accordingly.

B. PAINTING (CC&R Section 3.9): No Residential Unit, building, structure or other Improvement on any Lot, Parcel or other property shall be permitted to fall into disrepair and each such Residential Unit, building, structure and other Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished. The Board of Directors and Master Architectural Committee may identify your residential unit as needing to be painted using a color scheme that is approved by the Association and requires prior approval from the Verde Santa Fe ARC Committee.

(1) Fence Painting - must use Sherwin Williams Navajo White (SW6126)

14. SIGNS (CC&R Section 3.22):

A. One For Sale/Rental sign not to exceed 18"x 24" and one sign rider not to exceed 6"x24" may be displayed.

B. Political signage may be placed on an Owner's Lot with the following stipulations:

(1) The maximum aggregate total dimensions of all political signs on an Owner's Lot shall not exceed nine square feet.

(2) Political signs shall not be displayed earlier than seventy-one (71) days before the day of a primary election and no later than fifteen (15) days after the day of the general election.

(3) A sign for a candidate in a primary election who does not advance to the general election shall be removed no later than fifteen (15) days after the primary election.

C. Association-specific signs are signs that support or oppose a candidate for the Board of Directors or the recall of a board member or an Association ballot measure that requires a vote of the Association Members. Association-specific signs:

(1) are allowed in the front or front side facing yard;

(2) may be displayed between the time vote materials are received and three (3) days following the results of the vote;

(3) may take up an aggregate of up to nine (9) square feet;

- (4) may be commercially or non-commercially produced;
- (5) may be one or two-sided. Both sides of a two-sided sign count toward the aggregate square footage limit;
- (6) may include any number of candidates or issues; and
- (7) may not include profanity and discriminatory text, images or content based on race, color, religion, sex, familial status or national origin as prescribed by federal or state fair housing laws.

15. FLAGS AND FLAGPOLES

A. Only one wall-mounted or freestanding flagpole will be permitted per lot.

B. Only the following flags may be displayed on an owner's lot:

- (1) The American flag or an official or replica of a flag of the uniformed services of the United States by an association member on that member's property if the American flag or a uniformed services flag is displayed in a manner consistent with the federal flag code (P.L. 94-344; 90 Stat. 810; 4 United States Code sections 4 through 10).
- (2) The POW/MIA flag.
- (3) The Arizona state flag.
- (4) An Arizona Indian nations flag.
- (5) The Gadsden flag.
- (6) A First Responder Flag, as defined by A.R.S. §33-1808(M)(1).
- (7) A Blue Star Service Flag or a Gold Star Service Flag.
- (8) Seasonal, decorative and team flags.
- (9) Any other flags that may be allowed by the Arizona Revised Statutes for planned communities as amended from time to time.
- (10) Any other flags that may be allowed by the Board of Directors.

16. TEMPORARY BUILDINGS (CC&R Section 3.5)

A. No temporary buildings or structures of any kind shall be permitted on a parcel.

B. Such buildings may only be used during construction of improvements approved by the Master Architectural Committee and removed once construction has been completed.

C. Such buildings may not be present for a period in excess of twelve months without prior written approval of the Master Architectural Committee.

17. GARAGE SALES

A. No garage and/or estate sales are permitted unless an owner/tenant is moving within 30 days of the sale, and approval has been obtained from the Board of Directors.

18. ESTATE SALES

- A. All estate sales must be pre-approved by the Board. Owners must complete and return an estate sale application form to the Board in order to obtain pre-approval of an estate sale.
- B. Estate sales are limited to two days.
- C. No estate sales are permitted on Fridays.
- D. Estate sales are limited to the hours of 10:00AM to 3:00PM
- E. Estates sales must be held entirely within the residence.
- F. Parking is permitted on one side of the street only.
- G. A designated person must be assigned to monitor traffic/parking.
- H. A sign must be posted at the gate with estate sale times.
- I. The Board may request to review any estate sale advertisement before it is posted in local papers.
- J. Failing to comply with these estate sale rules may result in the imposition of fines and/or the cancelation of the remainder of the estate sale.

18. ROOFTOP HVAC (CC&R Section 3.31)

No heating, ventilating, air conditioning or evaporative cooling units or appurtenant equipment may be mounted, installed or maintained on the roof of any Residential Unit or other building so as to be Visible from Neighboring Property.

19. RENTALS AND TENANT REGISTRATION

A. Landlord/ Property Manager/ Owner shall register all tenant(s)/ occupant(s)/ residents) along with a telephone number where the tenant(s) may be reached. If Owner is using the services of a Property Management Company, please provide the Association with the name and telephone number by contacting HOAMCO.

- (1) All tenant(s)/ occupant(s)/ residents) must be registered within ten (10) days of entering into any lease agreement for any length of time.
- (2) Landlord/ Property Manager/ Owner shall pay a \$25.00 tenant registration fee made payable to Brookfield Villas for every new tenant(s)/ occupant(s)/ residents).
- (3) Landlord/ Property Manager/ Owner shall immediately inform the Association upon termination of any lease or leasing activities.

B. All lease agreements shall contain provisions that expressly requires tenants to abide by the CC&R's, Bylaws, and Rules and Regulations and any other governing document of the Association.

C. As with Owners, Tenant(s) shall also conform to the parking regulations as presented in the Association's Governing Documents and these Rules and Regulations.

D. Any Landlord/ Property Manager/ Owner shall provide the Association with a current address and telephone number by contacting HOAMCO.

20. POOL RULES

A. The swimming pool is a part of the Association's common area. Only members, residents and guests may use the swimming pool. Use of the swimming pool at the user's own risk. Lifeguards are not provided. All members, residents and guests are required to observe the following rules:

(1) Pool hours are from sunrise to sunset.

(2) Persons under 14 years of age are not allowed in the swimming pool area without adult supervision. Persons under 14 years of age who cannot swim must be accompanied, while in the water, by an adult who can swim. Adults must take all persons under 14 years of age with them when leaving the pool area.

(3) Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when entering or being carried into the pool. All disposable waterproof clothing or swim diapers must be properly disposed of in garbage receptacles.

(4) No pets are allowed in the swimming pool or the pool area.

(5) No suntan oil is allowed in the swimming pool. Use of sunscreen lotion is encouraged.

(6) Appropriate swimming attire must be worn. Cut-off jeans are not permitted.

(7) Running, horseplay and diving into swimming pool is not permitted.

(8) Loud or foul language and loud sound-producing equipment will not be permitted in swimming pool area.

(9) Only beverages in closed containers with screw on or locking lids are permitted in the pool area. No glass containers are permitted. Food may be consumed only in the ramada or patio areas outside of the pool. Eating in the pool is not permitted.

(10) Smoking, vaping, glass containers, chewing gum or alcoholic beverages are not permitted in the pool area.

(11) Only small kickboards, masks, snorkels, noodles and small water toys are permitted in the pool. Large flotation devices are not permitted at any time - 24" maximum length or diameter. Infant and toddler floats are permitted.

(12) Any person with an infection, communicable disease, open wound, etc., is prohibited from using the swimming pool facilities.

(13) Any person failing to abide by the pool rules as stated herein and/or as posted will be asked to leave the swimming pool area.

21. MEMBERSHIP ASSEMBLIES

A. Membership may peacefully assemble and use the common areas to discuss matters related to the Association including board elections or recalls, potential or actual ballot issues or revisions to the governing documents, property maintenance or safety issues or any other Association matter.

B. A member may invite one political candidate or one non-member guest to speak to an assembly of Association members about matters related to the community. The assembly must be intended for Association members only. The Board reserves the right to determine whether the purpose of the assembly is a matter related to the community.

C. If general common area is used for the assembly, the assembly must be peaceful and not interfere with activities in the vicinity.

D. The Association will not prohibit a member from posting notices regarding the assembly on bulletin boards located in the common area or within the common area facilities. However, the Association will not promote, advertise, or otherwise provide any notice of the assembly, either within the membership and residents of the Association or outside of the Association. The assembly of members does not constitute an official members' meeting unless the meeting is noticed and convened as prescribed in the Association's governing documents and Arizona law.

22. COMPLIANCE POLICY

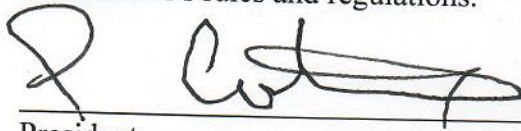
Any noncompliance with the above Rules and Regulations, Declaration or other policies and procedures of the Association will be subject to the following compliance policy:

Courtesy Notice	No Fine
First Notice of Violation	\$100
Second Notice of Violation	\$200
Final Notice of Violation	\$300/Daily - Fines will accumulate daily until violation is cured. Fines not to exceed \$3,000.00

Fines for house/fence painting will accumulate daily - \$20 - until violation is cured. Fines not to exceed \$3,000.00

Further action to be determined by the Board to include legal action or other options as allowed by the Association's Governing Documents (including the Articles of Incorporation, By-Laws, CC&Rs and Rules and Regulations) and the laws of the State of Arizona, such as increased sanctions, suspensions of services, suspension of voting rights, self-help, or other injunctive relief. Nothing as set forth above will limit the Board's right to take immediate legal action at any time, regardless of the presence or absence of notices, for any violation that the Board of Directors determines in its sole and absolute discretion requires immediate legal action.

This is to certify that the foregoing rules and regulations were adopted by the Board of Directors of Brookfield Villas Homeowners Association on the 11th day of APRIL, 2023, to be effective as of MAY 11th, 2023, and have not been modified, rescinded, or revoked. These rules and regulations supersede all prior versions of or amendments to the Association's rules and regulations.



President

April 11th, 2023
Date