

**SUNFLOWER  
COMMUNITY ASSOCIATION, INC.**  
An Arizona Non-Profit Corporation

**RULES AND REGULATIONS**

**Revision F**

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## WELCOME LETTER

### **Dear New Member(s):**

The Sunflower Board of Directors is pleased that you have decided to join the Sunflower family and Welcomes you.

You will find a vast array of activities available to you – from full active participation in the athletic activities, to membership in the many clubs and organized activities, to volunteering in more unstructured opportunities, to just relaxing and enjoying the friendship and camaraderie available.

At Sunflower, there is something for everyone, so we, the entire Sunflower Association, want to welcome you, and if/when you have questions and/or need information, you will feel comfortable in contacting our Administration Office at (520) 572-9780 or FAX us at (520) 5728724.

In order for a family to operate efficiently and assure an equal voice for all, basic guidelines – Rules and Regulations – must be established to assure all family members an equal voice. In the following pages, you will find the basic Rules and Regulations established to assure that equality. Governing documents, Board and Committee minutes, Policies, and other important Community information may be found on the [sunflowerliving.com](http://sunflowerliving.com) website.

Again, welcome to the Sunflower Family.

Board of Directors  
Sunflower Community Association, Inc.

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Approved by the Board of Directors at their regular meeting on 05/08/2019.

## I. INTRODUCTION

The Rules and Regulations of SUNFLOWER COMMUNITY ASSOCIATION, INC., an Arizona non-profit corporation (the "Association"), are established by the Board of Directors of the Association under the authority described in the Governing Documents for Sunflower. These include, but are not limited to the Articles of Incorporation, By-Laws ("By-Laws") and Declaration of Covenants, Conditions, and Restrictions ("Declaration"), as the same may be amended and supplemented from time to time. Unless the context otherwise requires, all capitalized terms used (but not otherwise defined in these Rules and Regulations) shall have the meanings ascribed to them in the Declaration. The term "Occupant" as used herein means a Person who stays overnight in a particular Dwelling Unit for at least 60 days in the subject calendar year.

These Rules and Regulations are designed to assist the Association in serving the best interests of the greatest number of Members and Occupants while protecting the rights of the minority Members and Occupants. These Rules and Regulations are established to preserve the recreational facilities within the Common Areas (hereinafter collectively referred to as "Association Facilities") of SUNFLOWER (the "Community") for the well-being, convenience and enjoyment of the Members, Occupants, and their Guests.

It must be recognized and understood by all Members and Occupants that it is necessary for representatives of the Association to apply and enforce these Rules and Regulations against all Members and Occupants equally, and that all Members and Occupants have the right to enjoy the Association Facilities (subject to the terms of the Governing Documents). Members and Occupants enjoying the Association Facilities must respect the rights of others sharing in the use of the Association Facilities. Courtesy and common sense must prevail in the proper utilization of the Association Facilities.

The Community is special in that it is intended to provide housing primarily for Persons 55 years of age or older. The use of the Association Facilities is primarily for the enjoyment of the Members of the Association and Occupants of the Community. Guests or visitors are accommodated only when such accommodation does not infringe upon the convenience or right of enjoyment of the Members and Occupants. While the Association will attempt to accommodate Members and Occupants with special needs, the Association reserves the right to charge fees to those Members and Occupants for special accommodation requests.

This is a "living document" in that it is intended to be regularly amended as the Board and management feel that changes to existing rules or the creation of new rules are necessary. Rights and obligations of Members and Occupants with respect to Association facilities are ultimately controlled by the Declaration and Bylaws. In the event of a conflict between any provision of the Community Rules and any provision of such other governing documents, the governing documents shall control. These Community Rules may be expanded, amended, or repealed by the Board of Directors of the Association, at their sole discretion.

## II. AUTHORITY

The Governing Documents grant to the Board of Directors the authority to make and enforce such policies, rules and regulations as the Board deems reasonable and appropriate, including without limitation, the ability to restrict the use of the Association Facilities. Such policies, rules and regulations are adopted at the sole discretion of the Board of Directors in its exercise of reasonable business judgment and fiduciary duty to the Members. These Rules and Regulations, and any amendments and additions adopted by the Board of Directors, shall be binding upon all Members, Occupants, and their respective guests, tenants, invitees, and licensees This also applies to any other persons having use rights with respect to the Association Facilities and/or other Common Area pursuant to an agreement with the Association.

The Declaration sets forth the right of the Association to charge reasonable admission and other fees for the use of any Association Facility. The Declaration also authorizes the Board of Directors to permit use of portions of the Common Area by third parties for purposes deemed, in the discretion of the Board of Directors, to benefit the Community.

The Declaration also provides that the Board of Directors may impose sanctions for violation of these Rules and Regulations (after notice and hearing, if required by the Declaration and/or By-Laws), including without limitation the following:

1. Suspension of Owner's right to vote;
2. Suspension of Person's right to use any Common Area amenities;
3. Preclude contractors, subcontractors, agents, employees, or other invitees of an Owner who fails to comply with the governing documents from continuing or performing any further activities on the properties (without liability to any person).
4. Impose monetary sanctions.
5. Levying Benefited Assessments against an Owner's Lot to cover expenses incurred pursuant to Section 10.5(b) of the Declaration.

### **III. MEMBERSHIP**

Each Owner of a Lot shall be a Member of the Association, provided, there shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-owners shall share the privileges of such membership, subject to the provisions of the Governing Documents. Members, Occupants, and their Guests are expected to strictly adhere to the following code of conduct:

#### **CODE OF CONDUCT**

1. Members, Occupants, or Guests must conduct themselves so as not to jeopardize or interfere with the rights and privileges of other Members, Occupants, or Guests.
2. Members are responsible for the conduct of their Occupants and Guests. Occupants and Guests will be held to the same standard of conduct as set forth herein for Members.
3. Members, Occupants, and Guests will refrain from loud, profane, indecent, or abusive language.
4. Members, Occupants, and Guests will not harass or accost any other Member, Occupant, Guest, Staff, Director, Officer or Committee person.
5. Members, Occupants, and Guests will not compromise the safety of others by their actions.
6. Physical or verbal abuse directed at other Members, Occupants, Guests, Staff, Directors, Officers or Committee persons will not be tolerated.
7. Members will be held responsible for any damage to Association property caused by the Member and/or the Member's Occupants or Guests.
8. Members shall not reprimand or discipline any staff; comments and complaints are to be directed to the Management. The Association may require that the complaint be submitted in writing before acting.
9. Members shall not interfere with the Management of the Association; comments and complaints are to be directed to the Management. The Management may require that the complaint be submitted in writing before acting.
10. Members shall obey all safety rules and shall cease and desist unsafe activity.
11. Members are prohibited from profiting financially from their membership by charging Occupants or Guests for use of the Association Facilities. The Association and/or Chartered Clubs may, from time to time, enter into contracts with Members to provide products or services for an approved fee.

12. Proper dress is required in all Association Facilities in accordance with the following basic guidelines:

- a. Upper body garments must be worn in Village Center and while engaging in all activities except males using aquatic facilities.
- b. Bathing suits are required in all aquatic facilities. No cut-offs.
- c. Appropriate athletic apparel is required in athletic sport areas, to include specific footwear and/or clothing.

13. Conduct during Association Meetings. The following guidelines apply to all persons in attendance at any meeting of the Association including but not limited to Board meetings, Member meetings, committee meetings, work groups, clubs, and task forces.

- a. All persons, Directors, Association Members, Non-members, and others shall conduct themselves in a professional, polite, and respectful manner. Use of inappropriate language, tone, or intensity is not permitted. Verbal or physical abuse or threats thereof are not permitted.
- b. If any violation of the meeting conduct rules occurs during a meeting, the person chairing the meeting shall make the determination. The meeting chair has the authority to ask a person in violation to leave the meeting and the member must abide by that request. Any person asked to leave a meeting is not permitted to return to said meeting. However, that person is not prohibited from attending later meetings unless otherwise so advised by the Board of Directors in writing.
- c. Any violation of a meeting code of conduct must be reported in writing to the Association Manager within 14 days of the alleged violation. This report shall be forwarded by the Manager to the Board of Directors for an investigation and action in an executive session.

14. Any Member who behaves in an unbecoming manner or who breaks an Association rule or regulation is subject to disciplinary action (see Article II herein).

## **IV. PROXIMITY CARD AND GUEST PUNCH CARD RULES**

**A. Proximity Cards** – All resident homeowners and renters are required to have a proximity card to use the Common Area facilities and cards are to be processed at one of the three electronic readers in the Village Center upon entry. Proximity cards are valid only for the persons to whom they are issued and cannot be loaned, transferred, or assigned. Proximity cards will contain the cardholder’s photograph. In order to use the pool or fitness areas, a proximity card must also be processed at the electronic entry point at each facility.

Any exceptions to the rules regarding Proximity Card and Guest punch card usage must be directed to the Community Manager and approved by the Board President.

1. Only proximity card owners may purchase guest punch cards which are required for guests to use any facilities. Unauthorized use of cards or use of false information in obtaining cards may result in suspension of membership privileges or other appropriate sanctions.
2. All guests must be registered at the Community Center desk by a proximity card owner and one punch is required for each guest. All after hours guests must be registered and have card punched that day during open Center hours.
3. There is a limit of five (5) guests at a time. Association staff may make card checks to monitor compliance with card policy and to determine validity of cards.
4. The sponsoring proximity card owner is responsible for all guests using the Association Facilities. Guests under the age of 18 visiting and/or utilizing any Association Facilities must be accompanied at all time by the sponsoring proximity card owner or a sponsored adult guest age 21 or older. The sponsoring proximity card owner must stay with their registered guests if attending activities in the Fiesta Room, Craft Room, or Library.
5. There are no refunds for cards. Any deactivated proximity cards not returned will be charged to the homeowner.
6. There is a charge for any proximity card lost or not returned when a home is sold. The seller will be charged a lost card fee for any card(s) at the close of escrow. This also applies for any home that is rented and the card(s) is not returned when the rental agreement ends.

## **B. Homeowner Proximity Cards**

1. Issuance: A Proximity card shall be issued (without charge) to each homeowner of a Lot up to a maximum of two proximity cards per Lot, for use by the qualified occupants (written verification of eligibility and occupancy may be requested). No cards shall be issued for any Lot that is not occupied by a qualified occupant. If more than two qualified occupants occupy a Lot, the owner(s) of the Lot must designate in writing the two qualified occupants to whom homeowner cards are to be issued pursuant to this subsection. The Board of Directors has the authority to suspend the proximity card(s) in the event that assessments or other charges are delinquent or remain unpaid.
2. Additional Cards: If more than two qualified occupants occupy a Lot, additional homeowner card(s) for the additional qualified occupant(s) may be purchased for such charge as may be established by the Association from time to time.



### **C. Renters Proximity Cards**

1. **Issuance:** Any Owner who leases or otherwise transfers occupancy of his or her Lot is not entitled to retain a proximity card(s). Immediate written notice of the transfer of occupancy must be given to the Association and the owner(s) must surrender to the Association the previously issued card(s). If not returned, the card(s) will become inactive. The right of the lessee(s) to receive a proximity card(s) allowable to the subject Lot depends on each lessee's status as a qualified occupant. The lessee is subject to the same qualifications, limitations, and conditions as specified in Section B.1 above for issuance of homeowner cards, and is further subject to the following:
  - a. The owner (lessor) of the Lot must be current and in good standing with the Association.
  - b. The right of the lessee to use Association Facilities must not have been suspended by the Board pursuant to Section 4.2(c) of the Declaration.
  - c. The owner (lessor) proximity card(s) will be deactivated. Once the owner moves back into the home and the lease agreement has expired, their proximity card(s) can be reactivated at the Village Center.
  - d. A service fee will be charged to lessees for each renter's card issued. This entitles a qualified lessee access to the Village Center during open hours of operation and into the Pool and Fitness Center when the Center is closed.
  - e. Renter Card owners enjoy certain privileges associated with membership, but are not Members of the Association, do not have the right to vote in Association affairs or be counted in determining a quorum at any meeting of the Association, and are not entitled to be listed on the membership register. Ballots, assessments, notices, and any other items required by the Governing Documents to be given to Owners or Members will be given to the Owner of record and are not required to be given to the lessee.
  - f. Renter's card(s) will be deactivated in the event that the lessee is no longer a qualified occupant; upon termination of the lease agreement; or if owner is not in good standing with the Association. The holder of a renter's card is subject to sanctions for a violation of these Rules and Regulations as specified in Article II above. Renter's card(s) not returned will be charged to the homeowner.
2. **Additional Cards:** If more than two qualified occupant lessees occupy a Lot, additional renter's card(s) for the additional qualified occupant lessee(s) may be purchased for such charge as may be established by the Association from time to time.

## **D. Guest Punch Cards**

1. Guest Visits: Proximity card owners are allowed guest privileges and must purchase guest punch cards at the Village Center for guests to use the Association facilities (limit of five guests at a time). Refer to the rules on page 8. All guests will be expected to adhere to the Code of Conduct and these Rules and Regulations.

## **V. USE OF ASSOCIATION FACILITIES**

### **A. Village Center:**

The Village Center is the site of the majority of the Association Facilities. Located in the Village Center complex are the following facilities for outdoor activities:

- a. Racquet Sport Courts
- b. Bocce Courts
- c. Swimming pool and spa
- d. Walking trails
- e. Tot Lot
- f. Golf putting green

The Association's Administrative Offices and Membership Desk are located in the Village Center. At these locations, proximity cards, guest punch cards, and membership information can be obtained and Association assessment payments made. Village Center hours of operation are established by the Board of Directors and posted at the main entrance. Please Note: **Smoking is prohibited indoors. It is permitted outside in areas where ashtray receptacles are provided.**

### **B. Arts and Crafts:**

The Craft room is a multipurpose room that provides space for a variety of activities. This room is used primarily to accommodate Art and Craft activities, classes, meetings/conferences, etc. by Chartered Clubs, Committees, staff, proximity card holders and their guests( requires a guest punch card and the proximity card owner must remain with any guest). To use the Craft room or any other space within the Association Facilities, it is necessary to make prior arrangements through the reception desk (see Article VI. Section C).

### **C. Fitness Center:**

The Fitness Center is part of the Association Facilities. Only owners of valid proximity cards and their guests(when a guest punch card is presented at the Center desk) may use the Fitness Center. A proximity card is required to enter the Fitness Center and the proximity card owner, or a sponsored guest 21 of age or older must remain with any guest(s) under 21.

1. Guests must be at least 18 years of age to use the equipment.

Persons using the Fitness Center (sometimes referred to herein as "participants") should seek assistance if unfamiliar with equipment prior to use.

2. Activities in the Fitness Center are not supervised. Therefore, all persons using equipment and participating in activities in the Fitness Center do so entirely at their own risk. Persons with known medical problems, or who are unsure of their physical condition, are advised to consult with their physician before engaging in exercise activity.
3. Anyone using the Fitness Center must sanitize equipment before and after each use. Appropriate shoes must be worn. No sandals on treadmills.
4. Locker room and showers are provided for the members and guests while using the Fitness Center. No overnight storage is authorized. Lockers are available on a first come, first served basis. Clothing or personal effects should not be left unattended or unsecured in these areas, as safekeeping shall be the responsibility of the user.

#### **D. Swimming Pool/Spa:**

##### VILLAGE CENTER OPEN MONITORED HOURS

Only valid proximity card owners and their guests (when the guest is registered at the Center desk) may use the swimming pool and spa. All card owners are required to process their cards inside of the Village Center and at the pool gate in order to enter the pool area. There is a limit of 5 guests per residence per use. Excess of 5 guests will not be allowed. Any person who enables another to enter the pool area through the perimeter gate is in violation of this rule and shall be asked by a staff member to leave the pool. Furthermore, violation of the rules can result in loss of privileges and a monetary fine upon repeated offenses.

##### VILLAGE CENTER CLOSED / UNMONITORED HOURS

Access to the pool is by proximity card only. Unmonitored hours may change at the discretion of the Community Manager. Please check in the front section of the Sun Catcher or at the Village Center for unmonitored times.

#### **Pool/Spa Rules:**

1. Any violation of proximity card access rules and regulations as defined in Section IV is subject to sanctions up to and including loss of pool privileges and deactivation of proximity card.
2. Children under 18 years of age are permitted in the pool area provided the proximity card owner or a registered adult guest, 21 years of age or older, is supervising at all times. Children under 42" tall at the chin who are unable to swim or are using a flotation device such as swim arm bands, or life preserver swim suits, or unable to swim must be accompanied in the pool by an adult supervising the child.

3. Everyone is required to shower prior to entering the pool or spa. These showers remove body lotions and perspiration that leave residues on pool edges and cause difficulty with the pool filter, often times causing the pool to be closed for repairs. Showering after using the pool is recommended to remove residual chemicals and minerals.
4. Appropriate swim attire must be worn in the pool. Street shoes are not appropriate to wear in the pool.
5. Resident adult lap swimmers and walkers have priority in the lap lanes.
6. The following activities are prohibited in the pool and/or pool area:
  - a. Running, horseplay, dunking, fighting, excessive splashing, mischievous behavior, water pistols, throwing balls, toys, diving, or jumping in or around the pool.
  - b. Loud and offensive language in the pool area by members or their guest(s).
  - c. Loud emanation from acoustic equipment (e.g., radios, tape, and CD players, "boom-boxes", and other devices) in the pool area is considered offensive except for water aerobics classes.
  - d. Food or beverages consumed in the pool or in areas without tables and chairs or leaving litter in the eating areas.
  - e. Glass containers, alcoholic beverages, and chewing gum.
  - f. Use of large, inflatable or flotation devices, including automobile inner tubes, air mattresses, surfboards, or floating chairs into the pool or spa.
  - g. Entering the pool or spa with an infection, sores, wounds, or communicable disease.
  - h. Use of pool by children not yet toilet trained or in diapers.
  - i. Entering the pool with ordinary clothing that has been modified, i.e., "cut-offs".
7. Small kick-boards, masks, snorkels, fins, noodles, or water shoes are permitted in the pool, but not in the spa.
8. The entire pool and spa area are a smoke free zone.
9. Spa users must be at least 18 years old. Children are not allowed in the spa for reasons of health, safety, liability, and State Law.
10. Animals are not allowed in the swimming pool area unless otherwise permitted under a state or federal law.
11. Pool will be closed to card owners and their guests not registered for water aerobics classes when these classes are being conducted.
12. Times may be set by Community Manager for necessary pool closing for repairs or maintenance.

## **E. Racquet Sport Courts**

1. The courts are part of the Association Facilities. Only valid proximity card owners and their guests, (when the proximity card owner uses a guest punch card to register their guest(s) at the Center desk), may use the courts. All card owners are required to process cards inside the Village Center during hours of operation.
2. Guests under 18 years of age must be under the direct supervision of their proximity card sponsor or a sponsored guest 21 years of age or older at all times during their use of the courts.
3. The courts may be locked when not in use. Refer to the staff at the Village Center desk to obtain access.
4. All players must wear proper attire and tennis shoes with light colored soles.
5. Food, tobacco products, alcoholic beverages and glass containers are not allowed in the court enclosure. Water or other nonalcoholic drink in a plastic container is permitted.
6. One court is designated as open on a first come, first play policy. The remaining courts may be reserved through the reception desk one (1) day in advance. Any abuse of the reservation system (i.e., reserving a time and not showing up) may result in loss of the privilege to make court reservations. Cancellation of reservations must be at least two (2) hours in advance of reserved time.

Time limits are as follows:

Singles play: 1-1/2 hours court time including warm-up

Doubles play: 2 hours court time including warm-up

Regularly scheduled daily games by the Tennis or Pickleball Clubs will have priority over other resident or guest requests.

7. Animals are not allowed on the courts at any time.

## **F. Other Common Areas**

The Village Center includes walking paths, social courtyard areas with benches, drinking fountains, parking areas, access roads, etc. which may be used by all members, residents, and guests of Sunflower for recreational purposes.

# **VI. GENERAL CLUB AND FACILITY RULES**

## **A. Chartered Clubs**

1. Chartered Clubs are organizations that are instruments of and sponsored by the Association to foster and promote hobby, recreational and cultural pursuits. Membership in Chartered Clubs is limited to proximity card owners in good standing with the

Association. In sponsoring these organizations, the Association provides an opportunity for the club members to enjoy fellowship while pursuing similar interests, but the Association is not under any circumstances liable or responsible for any damage or injury arising out of any club activity nor for any act or omission of the club or any of its members. Chartered Clubs are established under guidelines and written charters are adopted by the Board. Charters must comply with the Sunflower Charter Club Rules, Regulations and Procedures.

2. Charters (sponsorship) may be denied to any club that is or may be affiliated with any national, regional, state, or local entity even if the membership is limited to Sunflower proximity card owners.
3. Chartered Clubs must be open to all Sunflower members in good standing.
4. Chartered Club use of Association space, equipment and facilities is subject to availability and charges as established from time to time by the Association.
5. Guests sponsored by resident proximity card owners who have guest punch cards, are required to sign the guest(s) in at the Center desk with one punch per guest, may be accommodated by the Chartered Clubs in accordance with the Sunflower Chartered Club Rules, Regulations and Procedures governing guest privileges.
6. Chartered Clubs are responsible for the maintenance, repair and safe operation of the equipment provided by the Association (or otherwise obtained by the club), as well as for the safety of club members and others participating in club activities or using the club's equipment.
7. Upon dissolution, all club owned equipment and supplies will become the property of the Association.
8. Chartered Clubs must submit annual financial statements to the Community Manager no later than the first day of the month in which the Annual Member Meeting is scheduled. The clubs' financial records are subject to examination by the Association at its discretion.

### **B. Bulletin Boards:**

All announcements, notices, pictures, or items of any kind must be approved by staff or management before being posted on any Association bulletin board and must comply with the current Bulletin Board Policy. Typed information is preferred on some forms.

1. Events Bulletin Board (hall by the Fitness Center): Shared equally by Community Events and Travel club. Notices may be posted subject to space availability, on a first come, first served basis. All postings must be 8 1/2 x11 in size, vertical orientation and correct in spelling and event details. They may be posted no sooner than 30 days before the event. The Community Manager may make exceptions to the 30 days based on the event.

2. Community Bulletin Board (by the Fiesta room): Is for use by proximity card owners only.

- a. Proximity card owners may use this board to advertise their own items for sale, for rent, wanted, free, exchange, trade or lost and found.
- b. Forms may be picked up and returned to the reception desk. All ads submitted are subject to approval by staff or management
- c. The ad must be typed or clearly printed on the Village Center form with price and phone number. An expiration date will be added on the form. If space permits, a 3x5 or smaller picture may be attached to the ad. Ads are to be turned in to the reception desk staff for placement on the board. Any pictures must fit on the form provided.
- d. Ads may remain on the board for a maximum of 30 consecutive days. After the expiration date the form will be removed. Space permitting, an ad may be renewed for an additional 30 days by contacting the staff at the reception desk prior to the expiration date. No ad may run more than 60 consecutive days. An ad may be resubmitted after it has been off the board for at least 30 days.
- e. Advertising for an individual's business is not allowed. Realtors, property managers and other non-residents are not allowed to advertise on this board even if the ad pertains to resident business.
- f. If an item is sold or if the ad needs to be removed, please contact the staff at the reception desk.
- g. There is no charge to place an ad on the Community Bulletin Board.

3. Board of Directors Bulletin Board:

This bulletin board is located next to the Administrative office. The Board of Directors places announcements and notices on this board.

Easels:

Posters/Signs may be placed on an easel and used the day before, the day of and during ticket sales of an event. All posters/signs must be professionally lettered. The Board may waive these limitations on a case by case written request. Association sponsored events and notices authorized by the Board of Directors are exempt from these limitations.

Electronic Bulletin Boards:

Clubs have the ability to make and provide an electronic poster to be uploaded to the large electronic bulletin board located on the wall outside the Tech Center.

Digital Media Message Board:

Various Community announcements are placed on this message board by Village Center staff.

## **C. Facilities Scheduling**

In order to accommodate the large number of Proximity card owners who utilize the Village Center meeting facilities, it is necessary to properly schedule these activities. Use of meeting rooms without prior notice and approval is prohibited. The room schedule is established and maintained by the Village Center staff and requests for room reservations should be directed to them at the reception desk. In establishing schedules, the following policies and stated priorities will be adhered to:

### **1. Priority Groups.**

- a. Association's Board of Directors and Board Committees:** Any meetings of the Association Board of Directors or committees of the Board have priority over all other meetings. Notice of these meetings will be posted on appropriate Association bulletin boards.
- b. Chartered Club Meetings:** All regularly scheduled meetings of Chartered Clubs will be coordinated through the Village Center staff. Chartered Club events may be scheduled up to six months in advance of the event and are subject to change of location by the Community Manager if deemed necessary.
- c. Special Events and Meetings:** All special events, classes and meetings sponsored by the Association will be scheduled by the Community Manager or at the reception desk. These events will be posted in an appropriate manner.
- d. Non-Chartered Activities:** Any Non-Chartered activity may request meeting space provided that the activity is made up of at least 75% Sunflower members with proximity cards. The request is subject to approval of the Community Manager. These events will be scheduled by the Village Center staff upon completion of a room reservation contract which establishes the rates, deposits, and other appropriate charges for the meeting facilities. Proximity card owners must use a guest punch card and register their guest(s) at the reception desk and the proximity card owner must remain with their guest(s).
- e. Private Parties:** Proximity card owners may reserve a room for a private event after executing a room reservation contract, subject to approval of the Community Manager. Inquiries are to be made at the reception desk for room availability. A private function may be prohibited if, in the judgment of the Community Manager, such event would be inconsistent with the general use and enjoyment of the Association Facilities by all proximity card owners and their guests, such as events sponsored by fraternities, sororities, or other restricted membership organizations.
- f. Unscheduled Activities:** Use of a meeting space without a reservation may be accommodated at the discretion of the Community Manager on a first-come first-served basis, provided such events are in accordance with all Association policies



and procedures. Management reserves the right to interrupt, terminate or reschedule these activities as necessary to maintain room scheduling priorities as described herein.

2. Room Charges: Association sponsored events will not be charged for the use of Association Facilities. Chartered Clubs may be required to reimburse the Association if additional costs are incurred by the Association for set-up, cleaning, etc. Non-chartered activities and private parties are subject to the current schedule of fees and policies as established by the Board.
3. Alcohol: Any private party where alcohol is to be served or consumed must provide the Community Manager evidence of an insurance rider for \$1 million at least three weeks before the event is scheduled. Persons serving alcohol within rented rooms assume sole responsibility for any liability that may arise in connection with the service or consumption of alcohol.
4. Association Rights: The Association reserves the right, at all times, to deny, adjust, cancel, reschedule, or move meeting space as deemed necessary.
5. All special events utilizing any portion of the Common Area, which are not sponsored by the Association, must be approved by the Community Manager.
6. Activity Refund: No refund will be given on ticketed activities and/or events unless canceled by the Association. The Village Center staff will assist, if possible, in reselling the ticket(s) prior to the event.

## **VII. PETS, PARKING AND PROPERTY MAINTENANCE**

### **A. Pets**

1. Lot Use Restrictions. (Exhibit D of the CC&Rs)
  - a. Only dogs, cats, birds, or other traditional household pets are permitted.
  - b. The total number of pets and their offspring per residence is limited to three (3).
  - c. No animal shall be kept or bred for commercial purposes.
  - d. Construction, installation and/or use of dog runs and animal pens on residential properties is prohibited.
2. Pets are not permitted to run at large. They are not allowed on the Sport courts, Bocce courts, or on the Putting green.
3. All pets must be under the owner's physical control by leash when in the common area.
4. Pet damage is the responsibility of the owner. Damage to the common area will be repaired by the Association and repair costs billed to the resident (or the home owner if the pet owner is a renter).

5. Pet owners must pick up and dispose of all pet litter immediately and properly dispose of it in a trash container.
6. Any pet that disturbs the neighbors, is allowed to run freely, or is aggressive or destructive to Association property is subject to permanent removal from the property. In such cases, the pet owner (or the unit owner if the pet owner is a renter) will be given notice to remove the pet from the property within 10 days. If the pet is not removed by the deadline, a fine may be imposed.
7. Pets are not allowed in the Village Center. Exceptions will be made for service dogs.

**B. PARKING - Common Areas**

1. Only vehicles with displayed legal handicap parking identification shall park in designated handicap parking spaces.
2. No parking of motorized vehicles, including golf carts, are allowed where prohibited by signage, curb painted red, or striped pavement.
3. No motorized vehicles, including golf carts, shall be parked, or operated on sidewalks except low-speed personal transporters (under 3 mph).
4. Parking is never allowed in the circular front driveway. Unloading for a limited time (5 minutes) is permitted in front of the Village Center. Over-night Parking is not allowed anywhere in the Village Center Parking lot. Exceptions may be made for Commercial vehicles that are needed for Construction work at the Village Center and requires management's approval.
5. Special events utilizing Association Facilities may require other parking rules. Such rules will be posted and enforced.
6. These rules apply to all owners, residents, visitors, guests, invitees, licensees, concessionaires, contractors, and employees.

**C. PARKING - Residential Areas (Exhibit D of the CC&Rs)**

1. Vehicles are to be kept in garages and driveways. On-street parking will be restricted as much as possible. Parked vehicles are not to obstruct sidewalks.
2. Vehicle construction, reconstruction, maintenance, or repair can only be done within the confines of resident garages.
3. The allowable maximum size for vehicles parked outside resident garages and used on a regular and recurring basis is no larger than seven (7) feet in height and eighteen (18) feet in length.

4. Parking oversize vehicles (motor vehicles over 3/4 ton, recreational vehicles, mobile homes, travel trailers, tent trailers, trailers, camper shells, detached campers, boats, boat trailers, or other similar equipment or vehicles) is permitted to park in resident driveways or in front of property only for the purpose of cleaning, loading, unloading and short-term parking and not to exceed a cumulative period of no more than 48 hours in any seven (7) day period.
5. No vehicle may be used as a living area or otherwise occupied for any period of time.

**D. PROPERTY MAINTENANCE (Refer to Exhibit “D” of Use Restrictions)**

1. Prohibited Conditions:

- a. Open garage doors. Garage doors shall remain closed at all times except when entering and exiting the garage or when a resident is working in or around the garage during reasonable hours.
- b. Excessive exterior lighting on any Lot which causes unreasonable glare.
- c. Tents, shacks, or temporary structures on any Lot unless it has prior approval as required by the CC&Rs.
- d. Furniture, fixtures, firewood, appliances, machinery, equipment or other goods or chattels stored so that they are visible from neighboring property.
- e. Landscaping that encroaches upon on any other Lot, sidewalk, street, pedestrian pathway, or landscaping that promotes the harboring of pests or rodents.
- f. Trash containers stored in an area visible from neighboring property except to be available for collection (and then only for the shortest time reasonably necessary for day of collection) and in no event earlier than 5 p.m. the day prior to collection from the lots.
- g. Overgrowth of weeds.

2. Required Approvals:

- a. Any change to the exterior of the residential property including landscaping, requires the approval of the Architectural Review Committee except as exempted in the CC&Rs.
- h. Any addition to the residential property requires the approval of the Architectural Review Committee.
- b. Any change or addition to any common area landscaping or structure requires the approval of the Board of Directors.

## **VIII. LOT (HOME) RENTAL POLICY**

1. A Lot that is rented or leased by the owner must be for a period of at least 30 days. Registration of renter with Association is required.  
Any Lot rented without a rental agreement on file at the Village Center may result in deactivation of proximity card(s) as well as other charges.
2. The lease agreement must be in writing and contain the following provisions:
  - a. That the failure of the lessee to comply with the terms and conditions of the Governing Documents or the Master Association Documents constitutes a material default of the lease which may result in the termination of the lease and eviction of the tenant from the Lot; and
  - b. That if the lessee violates the Governing Documents or the Master Association Documents, the lessee shall be deemed in default of the Lease and the Owner shall be entitled to reenter and retake possession of the premises pursuant to the provisions of the Arizona Residential Landlord and Tenant Act, A.R.S. Sections 33-1301 et seq.
3. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board.
4. Notice shall be given to the Community Manager prior to the execution of the lease. Notice must include tenant's name and contact information for any adults occupying the property, the time period of the lease, including the beginning and ending dates of the tenancy and a description and the license plate numbers of the tenants' vehicles. The tenant shall demonstrate that the he/she meets the community's age restrictions or requirements.
5. No fraction or portion of a Lot may be leased. If this should happen, the homeowner's proximity card(s) will be deactivated along with possible fines.
6. The owner must provide a copy of all governing documents to the lessee.
7. A rental transfer service fee for each lease must be paid to the Association. See Appendix A.
8. All leases must have an age qualified lessee to be valid.
9. No more than 5% of the Lots may be leased at any one time.

## Appendix A

### **Sunflower Community Association, Inc. Service Fee Structure**

| <u>DESCRIPTION</u>   | <u>AMOUNT</u>     |
|--|-------------------|
| Additional Resident Proximity Card<br>(must be renewed annually) | \$100 per year    |
| Guest Punch Cards  | \$ 24             |
| Replacement Fee for Lost Proximity Card:                         | \$ 25             |
| Renter's Proximity Card Fee per person                           | \$ 25             |
| Fee for copy of Governing Documents                              | \$ 18             |
| Copy Fee - black & white; color                                  | .15/copy/.75/copy |
| U.S. Fax Fee   | \$ 1.00/page      |
| Failure to Return Proximity Card                                 | \$ 25             |
| Late Payment Fee   | 10%               |
| Return Check Fee   | \$ 35             |
| Owner's Property Rental Fee                                      | \$ 40             |