

LINDSAY COURT HOMEOWNERS RULES AND REGULATIONS

GENERAL

I. VEHICLES

- 1) Parking of vehicles should be restricted to Garages, Driveways and Streets (other than Designated Fire Lanes)
 - a) Parking in Fire Lanes will result in City Fines and Towing of vehicle at the owners expense.
 - b) Parking is not permitted on any non-paved area visible from the street.
- 2) Vehicles permitted in the subdivision shall be restricted to those of the private passenger type, pick up, Sports Utility Vehicle or small business utility vehicles.
- 3) Visible parking of Motorhomes, Recreational Trailers, Campers or Boats is Prohibited
- 4) Maximum Speed Limit within Subdivision is 15 MPH
- 5) Bicycles and Roller Skates/Blades may be ridden on paved roadways or the owners private property

II. PETS

- 1) Responsible pet ownership includes cleanup of pet litter from private and common areas.
- 2) Owners are encouraged to minimize pet noise
- 3) No pet shall be permitted outside of the enclosed living area or fenced yard when not attended and must be on a-leash.

III. SIGNS

- 1) One Real Estate "For Sale" sign is permitted and should be displayed on the owners lot and not on the subdivision entrance common area

IV. POOL & SPA

- 1) No Glass items are allowed in pool or spa area.
- 2) Pool Hours are 7 a.m. to 10.p.m.
- 3) Additional Rules are posted in the pool area .

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ARCHITECTURAL/LANDSCAPE

I ARCHITECTURAL CONTROL

1) No improvement which would be Visible from Neighboring Property shall be constructed or installed on any Lot without the prior written approval of the Architectural Committee and the Board of Directors. No addition, alteration, repair, change or work which in any way alters the exterior appearance of any part of a Lot and/or any Improvements located thereon, and which is Visible from Neighboring Property, shall be made or done without written approval of the Architectural Committee and Board of Directors. Accordingly, approval of the Architectural Committee for the construction, installation, addition alteration or repair of any improvement situated in the Private Yard of a Lot. Any Owner desiring approval of the Architectural Committee for the construction, installation, addition, alteration, repair, change or replacement of nay Improvement which is or would be Visible from Neighboring Property shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the addition, alteration, repair, change or other work which the Owner desires to perform. Any Owner requesting the approval of the Architectural Committee shall also submit to the Committee any additional information, plans and specifications which the Committee may request. The Owner must allow forty-five (45) days from the time of receipt of the request by the Committee for a decision on the request.

2) The Architectural Committee may disapprove plans and specifications for any construction, installation, addition, alteration, repair, change or other work if the Committee determines in its sole and absolute discretion that the proposed construction installation, addition, alteration, repair change or other work would violate any provision of these declarations, does not comply with any Architectural Committee Rule or is not in harmony with existing Improvements in the Subdivision, is not aesthetically acceptable; would be detrimental to or adversely affect the appearance of the Subdivision or is not otherwise in accord with the general plan of the development for the Subdivision.

3) Upon receipt of approval from the Architectural Committee for any construction, installation, addition, alteration, repair, change or other work, the Owner who had requested such approval shall proceed to perform or cause to be performed the work approved by the Committee as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Committee.

4) Any changes, deletion or addition to the plans and specifications approved by the Architectural Committee and Board of Directors must be approved in writing by the Architectural Committee and the Board of Directors.

5) The approval required of the Architectural Committee shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation. Before commencing the work, the Owner shall provide the Committee with a copy of any applicable permits required by law for the work.

6) The approval by the Architectural Committee and Board of Directors of any construction, installation, alteration, addition, repair change or other work shall not be deemed a warranty or representation by the Architectural Committee or Board of Directors as to the quality of such work or that such work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

7) The Architectural Committee may condition its approval of plans and specifications upon the agreement of the Owner submitting such plans and specifications to furnish to the Association a bond or other security acceptable to the Committee in an amount to be determined by the Committee/Board of Directors to be reasonably sufficient to: assure the completion of the proposed Improvements or the availability of funds adequate to remedy any nuisance or unsightly conditions occurring as a result of the partial completion of such Improvements, and repair any damage which might be caused to an Area of Association Responsibility as a result of such work. Any such Bond shall be released or security shall be fully refundable to the Owner upon the completion of the improvements in accordance with the plans and specifications approved by the Architectural Committee and the Owner's written request to the Architectural Committee provided that there is no damage caused to an Area of Association Responsibility by the Owner or its agents or contractors.

8) If the plans and specifications pertain to an Improvement which is within an Area of Association Responsibility so that the Association is responsible for maintenance repair and replacement of such Improvement, the Architectural Committee may condition its approval of the plans and specifications for the proposed construction, installation alteration, addition, repair, change or other work with respect to the Improvement on the agreement of the Owner to reimburse the Association for the future cost of the repair, maintenance or replacement of such improvement.

II. TEMPORARY OCCUPANCY AND TEMPORARY STRUCTURES

- 1) **Structures:** No Trailer, incomplete building, tent, shack, garage, and no temporary buildings or structures of any kind shall be used at any time as a residential dwelling, either temporarily or permanently. Temporary structures used during the construction of improvements approved by the Architectural Committee shall be removed immediately after the completion of construction.
- 2) **Nuisances; Construction Activities** - No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or any other portion of the subdivision and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any portion of the Subdivision or activity thereon, unsanitary, unsightly, offensive or detrimental to any other portion of the Subdivision or the Residents. No nuisance shall be permitted to exist or operate upon any Lot or any other portion of the Subdivision so as to be offensive or detrimental to any other portion of the Subdivision or to its Residents. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices except ordinary and customary security devices used exclusively for security purposes shall be located used or placed on any Lot or any other portion of the Subdivision.

III. MISCELLANEOUS

- 1) **Diseases and Insects:** - No person shall permit any thing or condition to exist upon any Lot or other portion of the Subdivision which shall induce, breed or harbor infectious plant or animal diseases or noxious insects.
- 2) **Antennas:** - No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation including, without limitation, satellite or microwave dishes, shall be erected, used or maintained on any lot without the prior written approval of the Architectural Committee who may limit or restrict the placement of such antennas or other devices.
- 3) **Exterior Storage Units:** - Units must match Homes exterior and must be restricted to the back yard.
- 4) **Window Coverings:** -Coverings for windows visible from the street and neighboring lots must be restricted to coverings designed specifically for windows. e.g. Blinds, Shutter, Curtains, Verticals. Items such as sheets, aluminum foil, flags, etc. are not acceptable. Sun Screens are acceptable.
- 5) **Seasonal Decorations:** - These are permitted during the appropriate season, but may be displayed for the seasonal time only. e.g Christmas lights and decorations may be displayed from mid November but must be removed by January 31st.

6) **Sports Apparatus:-** No Sports Apparatus shall be attached to the residence where visible from the street

7) **Exterior Painting:-**Painting of residences visible from streets and neighboring lots. All colors visible from streets and neighboring lots must be adopted from the "original" color palates provided by the Builder. These colors can be provided from the Architectural Committee. No deviations from these color palates is permitted.

8) **Block Wall Fencing:-**Painting of the owners block wall fencing where visible to the street is prohibited.

9) **Trash Containers and Collection:-** No garbage or trash shall be placed or kept on any lot or other portion of the Subdivision except in covered containers supplied by the County of Maricopa/City of Mesa. The containers should not be visible from Neighboring property except to make the same available for collection. Containers should not be placed at the curb prior to the night before pickup and should be removed from the curb by the evening of the pickup day(s)

10) **Clothes Drying Facilities:-** No Outside clotheslines or other facilities for drying or airing clothes shall be erected, placed or maintained on any lot as to be visible from neighboring property.

IV. LANDSCAPE AND LIGHTING

1) **Front Yard and Side yards -** Any deviations from original builders plans must be submitted to the Architectural Committee for approval.

2) **Plants and Trees -** Desert and types common to our area are encouraged.

3) **Yard Maintenance-** Yards and Lawns (other than common area) shall be maintained by the individual owner. Failure to maintain may result in the HOA assessing fines and the HOA shall have the right to arrange for the maintenance at the owners expense.

4) **Desert Landscaping -** The replenishing or replacement of the owners Lot rocks must be of the same color palate as original rock used by the Builder through out the Subdivision.

5) **Lighting:-** Lighting used on owners Lots visible from street must approved by the Architectural Committee and Board of Directors.

**** Any Owner or Resident in violation of any of the noted Rules and Regulations will be given 30 days to correct. If not corrected within the 30 day period, violation will result in fines up to \$100 per month, per violation and any costs incurred by the Association to correct. ****

Note: These Rules and Regulations are not a replacement of the CC & R's but are in addition to the CC & R's.