



# IRONOAKS HOMEOWNERS ASSOCIATION

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## RULES AND REGULATIONS

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# IRONOAKS ASSOCIATION RULES AND REGULATIONS

## ARTICLE I GENERAL COMMUNITY POLICIES

### **Section 1**      **General Policy Statement**

The IronOaks Association (the “HOA”) as empowered by the Covenants, Conditions, and Restrictions (the “CC&R”) has adopted these Rules and Regulations (the “Rules”) to help maximize enjoyment, maintain values, and assure the aesthetic quality of the community.

The purpose of the Rules is to supplement, not replace, the obligations contained in the CC&R and in the Architectural Guidelines approved by the HOA. All Owners should make themselves familiar with these documents and the obligations contained in them. The enforcement measures set forth in the Rules also apply to enforcement of the obligations contained in the CC&R and the Architectural Guidelines.

### **Section 2**      **Code of Conduct**

To insure the tranquility of the community and the enjoyable use of the HOA facilities by Owners and their guests, the Rules set forth conduct that is not permitted and may result in disciplinary actions including, but not limited to, suspension of the Owner’s privileges and/or monetary fines.

### **Section 3**      **Binding Nature of the Rules**

The Rules are binding on all Owners and their families, Tenants, and guests, as well as contractors, subcontractors, and vendors on the premises of the HOA. The Rules are automatically a part of any lease, even if not attached, and each Owner is responsible for ensuring that any Tenant has a copy of the Rules and follows them.

The Secretary of the HOA maintains a current and accurate copy of the Rules, which is available for inspection by Owners and any others who lawfully are using any of the HOA facilities. A copy is also available on the HOA website.

### **Section 4**      **Effective Date**

The Rules and any subsequent amendments are effective as of the date they are approved by the Board unless a later date is established. They may be amended or repealed in whole or in part by a vote of the majority of the Board.

## **ARTICLE II DEFINITIONS**

As used in the Rules, the following terms when capitalized, have the meanings set forth below:

1. Architectural and Landscape Committee (the “ALC”) – the committee of the HOA created pursuant to Article XI of the CC&R.
2. Architectural Guidelines – the guidelines developed by the Architectural and Landscape Committee for the appearance and development of the residential areas within the HOA, as amended from time to time.
3. Board – the Board of Directors of the HOA.
4. CC&R – the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements contained in the Declaration of Covenants, Conditions and Restrictions of Oakwood Country Club as filed in the official records of Maricopa County, and as amended from time to time, and including Tract Declarations filed pursuant to Article XIV of the CC&R.
5. Commercial Vehicle – any vehicle that has lettering visible to the public which advertises any business or not-for-profit organization, or any vehicle used for business or commercial purposes which is too large to be housed in an HOA residential garage unless such vehicle is exempted by State law.
6. Dwelling Unit – any building which is designed and intended for use and occupancy as a residence by a single family.
7. Guest – any individual who is an invitee of an Owner and who stays at a Dwelling Unit or within the HOA for more than twenty-four (24) hours but fewer than twenty-eight (28) days in any six (6) month period of time.
8. HOA – the Arizona nonprofit corporation organized to administer and enforce the CC&R and to exercise the rights, powers, and duties set forth in the CC&R. Its legal name is Sun Lakes Homeowners Association No. 3, Inc., which does business as IronOaks.
9. Owner – the record holder(s) of legal, beneficial or equitable title to the fee simple interest of any lot or parcel under a recorded contract but excluding those holding such title merely as security.
10. Parked Vehicle – any vehicle left unattended in a parking area or on a street.
11. Patrol – a group of individuals authorized by the HOA to enforce the Rules and help assure compliance with conditions and restrictions set forth in the CC&R within the premises of the HOA.

12. Recreational Vehicle – a motor vehicle or trailer for recreational dwelling purposes; a motor home or other vehicle with a motor home body style which has its own motor power or is towed by another vehicle.
13. Resident – any person living in a Dwelling Unit for more than twenty-eight (28) days in any six (6) month period of time.
14. Tenant – the individual who has rented a home from an Owner.
15. Vehicles Used for Recreation – boats, boat trailers, all terrain vehicles (ATVs), trailers used to transport ATVs.
16. Visitor – any individual who is an invitee of an Owner or Tenant for fewer than twenty-four hours.

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## **ARTICLE III ENFORCEMENT**

### **Section 1      General**

The Rules are strictly enforced. If the Rules are violated by any Owner, any occupant of the Owner's home, a Guest, a Visitor, a Tenant, or any other invitee of the Owner, the Owner may be held responsible for any required corrective action, damages, and fines.

In addition to the Rules, the laws and regulations of the appropriate government entities must be obeyed. The premises of the HOA are located within Maricopa County and under the jurisdiction of the Maricopa County Sheriff's Department. Ironwood Estates is also within the City of Chandler and is under the jurisdiction of the Chandler Police Department. The appropriate law enforcement agency will be notified in those circumstances where it is deemed appropriate.

### **Section 2      Delegation<sup>6</sup>**

The HOA Board is responsible for enforcement. Enforcement is delegated to the HOA Patrol for traffic violations (Article IV), violations related to use of common areas (Articles V-VIII), violations related to Community Standards (reflecting the language in the CC&R and identified in Article X of the Rules) and for noncompliance with Owner Responsibilities (Article XI) and to the Architectural/Landscaping Committee for violations of the provisions of the Architectural/Landscaping Guidelines and for violations of Rules related to Community Standards (Article X) that deal with external appearance of individual properties.<sup>6</sup>

### **Section 3      Breaches of the Rules and CC&R Provisions<sup>6</sup>**

Violations of the Rules and provisions of the CC&R will be handled as follows except where enforcement is explicitly covered in the language of the Rule. .

#### **A.    Enforcement by Patrol**

- 1) A citation is issued by Patrol setting forth the provision that has been violated, the date the violation was observed, the name of the person(s) observing the violation, and the process for contesting the notice. After ten (10) business days if no appeal has been filed contesting the citation, the HOA will proceed with action to collect the fines due. The fine for a first violation shall be \$50.00. The issuance of a subsequent citation for the same violation within any twelve (12) month period will be accompanied by a fine double that of the previous fine.

2) The Patrol, at its discretion, may issue a warning for a first offense for any violation of a rule in Articles IV-XI<sup>5</sup> unless the rule specifies a fine upon first violation.

3) Citations issued by Patrol for violation of Rules may be appealed to the Board of Directors.<sup>6</sup>

#### B. Enforcement by ALC

1) For a first violation, a Courtesy Notice will be issued by the Architectural/Landscaping Compliance Office explaining the nature of the violation and the necessary corrective action.

2) If corrective action has not been implemented by the deadline stated in the Courtesy Notice, or by an agreed upon extension date, a fine will be assessed. Subsequent failures to take corrective action may result in additional notices and additional fines.

3) If repeated attempts to contact the Owner have resulted in no response, the Architectural/Landscaping Compliance Office may take remedial action and the Owner will be billed for the cost of the remedial action in addition to accumulated fines.

4) Appeals of actions taken by the Architecture/Landscape Compliance Office may be taken to the Architectural/Landscaping Committee for review. If the Owner and ALC are unsuccessful in negotiating an acceptable resolution, the issue may be appealed to the Board of Directors (See Section 5 below).

### **Section 4      Violations of Architectural Guidelines**

Exterior alterations to properties must follow the Architectural/Landscaping Guidelines. Owners are responsible for reading and understanding the requirements contained in the Guidelines and for applying for approval and permits as required. Enforcement is the responsibility of the ALC and is described in the Guidelines.

### **Section 5      Appeals Procedure. Board of Directors<sup>6</sup>**

A. An appeal of a Citation by the Patrol or the ALC must be submitted, in writing, to the Board of Directors within ten (10) days after the date of the decision.<sup>6</sup>

B. The President of the Board or his or her designee will set a date, time and place for the hearing and will notify all members of the Board, the appellant, the entity whose action was appealed, and the Chairperson of the ALC, as appropriate.<sup>6</sup>

Notification will be made, in writing or via email, at least seven (7) days prior to the hearing date. If the appellant is unable to appear at the date and time specified, the appellant may make one request for a new hearing date no later than three (3) days prior to the scheduled hearing. Failure to appear at the scheduled or rescheduled hearing will result in the forfeiture of any appeal rights regarding the subject action.

C. Unless the appellant requests a closed hearing, the Board hearing will be open to all Owners. A taped record, or detailed notes, will be made of the proceedings. All parties to the proceedings may introduce evidence, produce witnesses to testify, and present arguments. At the hearing, a representative of the entity that issued the decision being appealed will first establish why the appeal was denied or why the request was not granted. The appellant will then have an opportunity to present evidence as to why the fine should not be paid or why the request should be granted.

D. Within ten (10) days after the hearing, the Board will prepare a written decision. The decision will be sent by U.S. mail, hand-delivered, or emailed to the appellant and the entity whose action was appealed. The Board's decision will be final and binding on all parties.

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**ARTICLE IV  
TRAFFIC REGULATIONS**

**Section 1      General**

These regulations pertain to all vehicles, including but not limited to automobiles, trucks, golf carts, Recreational Vehicles, trailers, campers, motorcycles, bicycles, and any motorized conveyance using the HOA streets and parking areas.

**Section 2      Vehicle Identification/Registration for Owners and Residents**

A. All vehicles of Owners and Residents, with the exception of golf carts, used on HOA property must be registered. Registration is done through the Patrol Office. A decal for the windshield or a tag for the rearview mirror will be issued to designate registration. .

B. All Recreational Vehicles and Vehicles Used for Recreation must be registered with the Patrol and display an appropriate identification sticker in order to park in the IronOaks Community. If a windshield is not available, the identification must be placed on the king pin of a fifth wheel or the tongue of a trailer.

C. When a vehicle is sold to a non-Owner, the HOA decal must be removed and the Patrol office notified that the number is no longer valid. If the vehicle is sold to another IronOaks Owner, the sticker may remain and the Patrol office must be notified so the vehicle and associated Owner can be properly recorded.

D. Any questions regarding vehicle registration should be directed to the HOA Patrol Office at 802-4937. The office is located in the Arts & Crafts Building.

E. Failure to register a vehicle and/or properly display an HOA decal or tag will result in a warning for the first occurrence. A fine of \$25.00 will be imposed for the second occurrence. Each subsequent fine will be double the amount of the previous fine.

**Section 3      Moving Violations**

A. It is a violation to exceed posted speed limits within the boundaries of the HOA. If no limits are posted the limits shall be: (a) twenty-five (25) miles per hour in residential areas; and (b) fifteen (15) miles per hour in front of or around all HOA clubhouses, pools, parking areas, craft buildings, and tennis courts. Signs are posted on the roads and on the passes handed out at the gates.

B. All Owners and their Guests, Tenants and invitees are obligated to obey all Arizona state vehicle laws while within the boundaries of the HOA and may be issued a citation for failing to do so.

C. Only licensed drivers are permitted to operate a motorized vehicle, including golf carts, on HOA streets.

D. All golf carts must be equipped with headlights and tail lights in order to be operated between sundown and sunrise on HOA streets.

E. Fines

1) Amounts:

1-15 MPH over the posted speed	\$ 50.00
16-20 MPH over the posted speed	\$ 75.00
21-25 MPH over the posted speed	\$100.00
All other moving violations	\$ 50.00

2) The Patrol reserves the right to issue a warning for a first offense up to 10 MPH over the posted speed. Fines listed above increase in \$25.00 increments as the speed increases in 5 MPH increments, e.g. 26-30 MPH over the posted speed results in a fine of \$125.00.

3) For every subsequent citation for speeding within a twelve (12) month period, the fine for the offense will be double that received for the prior offense.

**Section 4 Parking Violations**

A. Parking citations will be issued for Parked Vehicles when:

- 1) The vehicle is parked in a designated fire lane;
- 2) The vehicle is parked on private property but on an area other than the driveway or garage, with the exception of contractors during construction of a residence;
- 3) The vehicle is parked outside of a striped parking area in a parking lot. Parking areas marked for golf carts may be used by golf carts, motorcycles, or motor scooters. Golf carts, motorcycles and motor scooters are permitted in automobile parking spaces if parked along one edge of the space so that two may fit in one automobile parking space;
- 4) The vehicle is parked overnight, defined as 2am to 6am, on any street or other parking area of the HOA without a permit issued by the HOA Patrol;
- 5) The vehicle is parked within 15 feet on either side of a fire hydrant;

- 6) The vehicle without a handicapped license or permit displayed is parked in a space designated as handicapped parking or parked in striped areas between handicapped parking spaces. In addition, a vehicle parked in a designated parking space with either a handicapped license or permit displayed must be parked there as a result of transporting a handicapped individual;
- 7) The vehicle is parked in an unsafe manner or location such that a traffic hazard is created;
- 8) The vehicle is blocking a neighbor's driveway or impeding trash pick-up or mail delivery;
- 9) The vehicle is a Commercial Vehicle parked overnight, defined as 2 a.m. – 6 a.m., on any street, parking lot, residential lot, driveway, or common area within the confines of the HOA and is visible from neighboring property or from any street.

#### B. Fines for Parking Violations

- 1) For parking in a fire lane, parking within fifteen (15) feet of a fire hydrant, or parking in a designated handicap parking space:
  - (a) First offense: \$100.00
  - (b) Any subsequent offense within a twelve (12) month period of a previous offense will be accompanied by a fine double that of the previous fine. No warnings will be given.
  - (c) Should any vehicle parked in a fire lane or within fifteen (15) feet of a fire hydrant need to be moved, in any manner, by the fire department any resulting damage to the vehicle is solely the responsibility of the registered owner of the vehicle.
- 2) For overnight parking of a vehicle other than Recreational Vehicle or Vehicle Used for Recreation or Vehicle Classified by Manufacturer Rating as Exceeding 3/4 ton<sup>3</sup>:
  - (a) First offense: Warning
  - (b) Second offense: \$25.00
  - (c) Any subsequent offense within a twelve (12) month period of a previous offense will be accompanied by a fine double that of the previous fine.
- 3) For all other parking citations:
  - (a) First offense: Warning
  - (b) Second Offense: \$50.00
  - (c) Any subsequent offense within a twelve (12) month period of a previous offense will be accompanied by a fine double that of the previous fine.

## **Section 5 Recreational Vehicles and Vehicles Used for Recreation**

A. Residents may park a Recreational Vehicle temporarily in the IronOaks community for the purpose of loading and unloading, and preparing the vehicle for travel or storage subject to the Rules and Regulations of the Association.

Residents may park a Vehicle Used for Recreation temporarily in the IronOaks community for the purpose of loading and unloading subject to the Rules and Regulations of the Association. This category of vehicles includes, but is not limited to boats, all terrain vehicles, jet skis, and trailers or other vehicles used for the transportation of boats, all terrain vehicles, and jet skis.

Vehicles Used for Recreation must follow the same Rules and Regulations as for Recreational Vehicles, items B and E through I below, including all applicable safety requirements as stated in item G. Vehicles Used for Recreation may not be parked overnight unless they are attached to be towed by a legally parked vehicle with a permit to park overnight<sup>3</sup>.

B. Notification; Residents must notify the Patrol within one hour of entering the community with their Recreational Vehicle. This notification is required in order to park temporarily one night, two nights, or during daylight hours only.

C. Maximum Consecutive Nights: Residents may park one Recreational Vehicle at a time temporarily in the IronOaks community. This Recreational Vehicle must be parked in front of the residence of the Recreational Vehicle owner/lessee or on a side street next to their residence. While the resident is preparing for departure the Recreational Vehicle may be parked temporarily for a maximum of 48 consecutive hours. Upon return the Recreational Vehicle may be parked temporarily for a maximum of 36 consecutive hours.<sup>1</sup> Then, the vehicle must be absent from the community for a period of at least 24 hours. Residents have the option of requesting one night or two nights. If one night is requested and if the Recreational Vehicle is only parked one night, then only one night is counted toward the maximum permitted nights per year. In the event of an unexpected medical emergency the Director of Patrol or the General Manager may grant a limited extension beyond the maximum time and no fine will be imposed on that homeowner during that extension period<sup>3</sup>.

D. Maximum Nights Per Year: A resident may park a Recreational Vehicle owned/leased by him/her, temporarily in front of or on a side street next to the residence for a maximum of sixty (60)<sup>1</sup> nights per calendar year.

E. Guests: Residents may not allow a guest to park a Recreational Vehicle in the community. Individuals who are Owners of a lot, but not a Resident of the IronOaks community, may not park a Recreational Vehicle in the Community.

F. Use of a Vehicle: Residents or guests of Residents may not live in a Recreational Vehicle temporarily parked in the IronOaks community. This means permitted activities do not include sleeping, cooking or any other activities not associated with preparation of the vehicle for travel or storage.

G. Safety Requirements: 1) All sections of Arizona Revised Statutes (ARS) that are applicable to Recreational Vehicles shall be adhered to while parked in the Iron Oaks community. 2). Slide outs must face the curb side when extended. If the slide out extends over a sidewalk or if hoses or cables extend across the sidewalk, warning devices must be put in place. 3) If a slide out must be extended temporarily on the street side, someone to direct traffic must be present 4) Vehicles must not block a neighbor's driveway, or impede a neighbor's mail delivery or a neighbor's trash pickup. 5) Two RECREATIONAL VEHICLES may not be parked so close together as to create a safety problem for emergency vehicles to pass through the street and may not be parked so close to an intersection as to create a safety problem. It is at the sole discretion of Patrol officers to determine if a problem exists and Patrol officers are authorized to require owners to move those vehicles causing the safety problem.

H. Variances: Individual variances will be considered for homeowners with extenuating circumstances. If the circumstance is permanent, a petition should be filed with the Board. If the circumstance is temporary, a request should be made to the Director of Patrol.

I. Penalties: Penalties will be assessed against the Owner as follows for violations of Sections b-h: 1) A warning for the first time any of the rules are violated 2) A fine of \$100 for the second time any of the rules are violated and double for each subsequent occurrence; however, after the fourth violation all Recreational Vehicle parking privileges are suspended for twelve (12) months beginning with the date of the fourth infraction. Once parking privileges are reinstated, the Owner will be allowed one night of Recreational Vehicle parking for every six (6)<sup>2</sup> days left in the calendar year.

## **Section 6 Motor Vehicles Classified by Manufacturer Rating as Exceeding ¾ Ton**

A. Vehicles in this category may be parked temporarily in the IronOaks community for the purpose of delivering products and services to Residents subject to the Rules and Regulations of the Association. This category of vehicles includes moving vans, waste disposal trucks, landscape maintenance vehicles, construction vehicles with and without trailers engaged in remodeling, constructing additions or other improvements to existing homes, and other vehicles delivering products or services to Residents.

B. Permission and Identification: Drivers of a vehicle in this category may enter the IronOaks community by obtaining permission from the Patrol officer at a gate house entry point. An identification tag will be issued and must be displayed for the duration of the time the vehicle is in the community.

C. Parking During Hours of Darkness; Vehicles in this category are not permitted to park in the community during hours of darkness (one-half hour after sunset to one-half hour before sunrise). If there is an extenuating circumstance that may result in parking after hours of darkness, this should be reported to the General Manager or the Director of Patrol prior to sunset<sup>3</sup>.

D. Safety Requirements; 1) All sections of Arizona Revised Statutes (ARS) that are applicable to vehicles in this category shall be adhered to while parked temporarily in the community to deliver products or perform services for a Resident. 2) Vehicles in this category must not be parked so as to block a driveway, impede mail delivery or trash pickup without the expressed permission of the Residents affected. 3) Two vehicles in this category may not be parked so close together as to create a safety problem for emergency vehicles attempting to pass through the street and may not be parked so close to an intersection as to create a safety problem. It is at the sole discretion of Patrol officers to determine if a problem exists and Patrol officers are authorized to require drivers/operators to move those vehicles causing the safety problem.

E. Penalties: Penalties will be assessed against the Owner of the property<sup>3</sup> as follows: 1) A warning for the first occurrence. 2) A fine of \$100 for the second occurrence and double for each subsequent occurrence.

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## **ARTICLE V GATE OPERATIONS**

IronOaks is a limited access community. Entrance and exit occurs through twelve gates, nine in Oakwood and three in Ironwood. There are three operational gatehouses, two in Oakwood (the Sun Lakes Blvd. Gate, the E.J. Robson Gate) and one in Ironwood (Halley Gate).

Vehicles may enter the community using one of three access methods – use of a gate access device, use of the Sentex system, or by an attendant at one of the gatehouses.

Pedestrians and bicyclists should enter and exit through the pedestrian gates. These gates are locked. Keys for these gates are issued by Patrol.

### **Section 1      Access by Resident Vehicles**

A. Gate device: Owners may have a maximum of four (4) gate access devices. These devices are issued to the Owner for personal use and will open any of the twelve gates.

B. Gatehouse. Owners will be granted entry based on the presence of the IronOaks decal on their vehicle or, if in a vehicle without a decal, will be granted entry upon showing their IronOaks ID card to the attendant.

### **Section 2      Access by Guests/Visitors**

A. Guest and visitor vehicles may enter the premises through the Sun Lakes Blvd. Gate, the E.J. Robson Gate, or the North Dobson Gate for Oakwood or the Halley Gate (located on Alma School Road) for Ironwood. A guest is an invitee of an Owner who will stay with the Owner for more than 24 hours; a visitor is an invitee of an Owner who will stay less than 24 hours.

1) Gatehouse (during working hours). Owners should call the appropriate gatehouse to notify the attendant of an expected guest or visitor so that initial access to the community will be allowed. A one-day visitor tag will be issued by the gate attendant. If there is no record of this guest/visitor being expected, the attendant may attempt to call the owner to obtain approval to allow the vehicle to enter. If the Owner is not available or does not give permission, the vehicle will be denied entry.

2) Sentex system. Owners may grant entry to a guest or visitor using the Sentex system which is operational at the North Dobson gate at all times and at the other three gates when no attendant is on duty.

3) Owners should request a Guest Pass and hang tag for any guest car. This tag will allow the guest vehicle to enter any attended gate.

B. Family and Caregivers. Owners may request that additional gate cards be issued to non-Owners who are caregivers, children or parents of the Owner. The Owner must initiate the request and the recipient must acknowledge receipt. A gate card issued to a non-Owner may be activated for up to one year, at which time a request for renewal must be made by the Owner.

**Section 3     Other**

A. Commercial traffic should enter the premises of the HOA through the Sun Lakes Blvd. Gate or the E.J. Robson Gate for Oakwood or the Halley Gate located on Alma School Road for Ironwood. Owners should direct all commercial traffic to these three gates during business hours and should not grant access for them to enter using any other gates..

B. Vehicles are not allowed to enter through any HOA exit gate or by tailgating another vehicle or in any other manner without using an authorized access card or remote opener.

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## **ARTICLE VI HOA POOLS AND SPAS**

### **Section 1      General**

The use of the swimming pools and spas is limited to Owners in good standing and their Guests, Visitors, and/or Tenants. Owners and Tenants must have valid HOA identification card; Guests must have a valid guest pass; and Visitors must be accompanied by an Owner or Tenant. Anyone without such identification may be asked to leave the pool area by Patrol.

### **Section 2      Access**

A. Use of the pools and spas is at the users' risk since there are no lifeguards on duty. Owners assume responsibility for themselves and their guests and Tenants. Dangerous behavior, e.g. rowdiness, running, diving, or jumping into pools, is not permitted and may result in the privilege to use the pool being rescinded.

B. Owners are limited to a maximum of six (6) Guests at one time. Each Guest must have a valid guest pass. These passes are issued at the Patrol Office during regular office hours. Owners should get passes during the week for any Guests who will be using the pool and/or arriving on the weekend.

C. No food or beverages (with the exception of bottled water in plastic bottles) may be brought into the pool area.

D. Children still in diapers may use only the Oakwood children's pool and only if they are wearing a "swim" diaper with a bathing suit over the "swim" diaper.

E. Children ages two (2) through seventeen (17) years may use pool facilities as follows: (a) the Ironwood Clubhouse pool, the Voax pool, and the Halley pool daily from 12:00 p.m. (noon) through 3:00 p.m.; and (b) the Oakwood children's pool during posted hours.

F. Oakwood's main and lap pools are available from 12:00 p.m. through 3:00 p.m. for children ages fifteen (15) through seventeen (17) years of age.

G. No child may use the pools as indicated in sections D-F unless accompanied by an Owner, a Tenant, or an adult with a guest pass .

### **Section 3      Hours of Operation**

All pools have posted hours which must be adhered to by Owners, Tenants, Guests and Visitors.

#### **Section 4 Additional Requirements**

A. All persons using the pools are requested to shower before entering the pool. Because oils and non-waterproof lotions clog pool filters, only waterproof sun screens may be used.

B. Glass containers are not permitted in the pool area at any time.

C. Smoking is permitted only in designated areas away from all pools and spas.

D. Proper swimwear is required in all pools. Cutoffs, jeans, and street clothes are not considered proper swimwear.

E. Children under eighteen (18) years of age are not permitted to use any HOA spa at any time. All others using HOA spas do so at their own risk and should consult a physician prior to use to ensure it is safe for their use. It is advised that HOA spas not be used alone.

F. Use of the lap pool is to be limited to thirty (30) minutes when other swimmers are waiting to use it.

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**ARTICLE VII  
COMMON AREAS**

**Section 1      Definition**

A. Common Areas are defined in Article I of the CC&R and are maintained by the HOA.

B. Properties within the premises of the HOA that have lot numbers are considered private property and only easements recorded on deeds or other recorded conveyances may create common areas on such property.

**Section 2      Use of Common Areas**

A. Owners assume all risks of loss or injury to themselves or to their Guests, Visitors or Tenants when they are using Common Areas.

B. Use of skate boards is prohibited in Common Areas.

C. No bicycles or motorized vehicles may be ridden on the walking paths unless they are being used by employees for maintenance purposes

D. Bicyclists and pedestrians are urged to exercise appropriate caution when using streets and roads in and around IronOaks. Bicycle and pedestrian access gates are provided at every entry/exit location to enable users to avoid both vehicle traffic and automated gate operations. Residents may secure access keys from IronOaks Patrol office.

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**ARTICLE VIII  
USE OF HOA FACILITIES**

**Section 1      General**

The management of the HOA facilities is delegated to its General Manager and use of the facilities is limited to Owners in good standing and their Guests, Visitors, or Tenants. A number of rules and restrictions have been developed to assure that these facilities may be enjoyed safely and comfortably by Owners and Guests. Any noncompliance with these rules and restrictions should be brought to the attention of management or Patrol.

A. The following rules apply to all HOA facilities:

- 1). No alcoholic beverages may be brought into any facility, and any alcoholic beverages purchased at any facility must be consumed at the facility;
- 2) Smoking is not permitted within any HOA building;
- 3) Firearms are not permitted in or around any HOA facility;
- 4) Access to maintenance areas is restricted to authorized employees;
- 5) HOA property may not be removed from any HOA facility without the permission of the HOA; removal of HOA property without permission constitutes theft and will be treated as theft.
- 6) If HOA property (e.g. a chair or table) is moved within a facility (room to room) or between facilities for an event or activity, the person moving it is responsible for returning it immediately after the event or activity has ended and restoring each room to its previous condition.
- 7) Owners and their Guests, Visitors and Tenants may use the facilities so long as they have the appropriate identification cards or guest passes;
- 8) Only Owners may apply for passes for their Guests and such passes are restricted to a total of four (4) weeks – one two (2)-week period and one two (2)-week renewal per guest, per visit in a six month period.
- 9) Children under the age of 18 (eighteen) must be accompanied by an Owner, Tenant, or adult Guest with a valid pass, at all times

B. Liability

The HOA is not responsible for loss or damage to personal property left in any HOA facility whether such property was left intentionally or by accident.

## **Section 2 Clubhouses and Dining Facilities**

### A. Dress Code.

- 1) Swimwear is not appropriate in these facilities. Tennis clothes are acceptable until 4:00pm. Golf shoes worn on wooden floors in the clubhouses can result in slipping. Wearing of these shoes is not banned but the wearer assumes the risk.
- 2) Resort casual attire is required in the clubhouse dining room from 4:00pm to closing and for Sunday brunch.

### B. Event usage

- 1) Owners and HOA committees, clubs and organizations may use the clubhouse facilities for meetings, parties, and social events. Fees may be assessed, and information concerning the conditions and fees is available from General Manager or the Food and Beverage Manager. An agreement shall be signed by the responsible Owner with the HOA in which conditions and fees are set forth.
- 2) Non-Owners and non-HOA groups may use these facilities subject to availability and approval by the HOA General Manager. An agreement shall be signed by the responsible party with the HOA in which conditions and fees are set.
- 3) Any individual or organization using the facilities is responsible for any damage that occurs during the event.
- 4) Outside caterers for events are not allowed unless specifically approved by the HOA Board. There is, however, a policy that allows home-prepared food to be brought in for pot luck parties by Owners. The policy is available from the HOA.
- 5) Permission to hold fundraising events for HOA clubs or organizations in the facilities will be decided on a case-by-case basis by the HOA Board.

### C. Instructional Activity.

Any instructor who charges a fee for instructing an Owner in any HOA facility must sign an agreement with the HOA before the start of the first session. Fees and conditions shall be set forth in the agreement.

#### D. Bars and Lounges.

- 1) The bars and lounges are open to individuals who meet Arizona requirements for purchasing liquor. Liquor is sold for consumption on the premises only and may not be taken out of the facility where it is served.
- 2) Overindulgence will not be tolerated. The HOA reserves the right, through its management and servers, to refuse service to any individual who appears to be intoxicated.

#### E. Library.

- 1) The Library is located in the Oakwood Clubhouse and is available for use during regular clubhouse hours except if scheduled for an event or meeting.
- 2) All paperbacks, hardbacks and puzzles may be taken out on the honor system to be returned within a two-week period. Donations of books and games are encouraged.

#### F. Billiard Room.

- 1) The Billiard Room is open during regular clubhouse hours for Owners in good-standing and their Guests, Visitors and Tenants. A valid identification card or Guest pass is required. Visitors must be accompanied by an Owner or Tenant.
- 2) Owners are responsible for any damage that occurs during their use of the equipment or the use of the equipment by their Guests, Visitors, and/or Tenants.
- 3) Players must relinquish the equipment if others have been waiting for thirty (30) minutes.

### **Section 3 Arts and Crafts Center**

Use of the Arts and Crafts Center (the “Center”) is restricted to Owners in good standing, their Guests, and Tenants who have a valid identification card. Guests must be accompanied by the Owner at all times. The specific dates and time of activities can be found in the Sun Lakes Splash, the Arts and Crafts office, or fliers in the clubhouses. Individuals using the rooms and equipment do so at their own risk and Owners are responsible for any damage caused by them or their Tenants and/or Guests. In addition, use of certain equipment, for example kilns, may be limited by clubs to use by club members who maintain that equipment and are trained to use it.

## **Section 4      Lakes**

A. Lake No. 28, located in Ironwood, is the only lake in which fishing is permitted. This lake is located in the residential area bordered by Arrowvale Drive on the North, Ribbonwood Drive on the East, Champagne Drive on the South, and Boxwood Drive on the West. Fishing is allowed only by Owners, Tenants, Visitors, or Guests with appropriate identification cards or passes. Anyone fishing does so at their own risk and may not use live bait other than earth worms or insects. The “catch and release” rule is in effect.

B. No fish of any kind may be placed in any HOA lake without prior approval from the HOA and the Arizona Game and Fish Commission.

C. No form of fish food or other organic material may be put in the lakes, and no illegal form of fishing may be used.

D. No watercraft of any kind is allowed in the HOA lakes with the exception of radio-controlled electric model boats<sup>2</sup> which may be used only in these five lakes: Lake 28 (Finger Lake in Ironwood), Diamond Lake, Halley Gate Lake, and the two lakes at Price and Riggs Rds (one on the north side of Riggs near the Field of Dreams and the one on the south side of Riggs Rd and east side of Price Rd)<sup>3</sup>.

E. No wading or swimming is allowed in the HOA lakes.

## **Section 5      Ironwood Tennis Courts**

The following rules apply to use of the Ironwood tennis courts:

- 1) The two clay courts are open to all Owners, Tenants and guests with a valid identification card or guest pass.
- .2) Children under the age of eighteen (18) must be accompanied by an adult at all times.
- 3) The tennis courts are to be used for tennis only. Skateboarding, rollerblading, basketball, and other sports or activities are not allowed.
- 4) The courts are available on a first-come basis. Players must write their names on the blackboard indicating their time on and their time off the court.
- 5) Doubles court time is limited to 1.5 hours; singles are limited to one (1) hour of court time if others are waiting.
- 6) Proper tennis attire and smooth-soled tennis shoes must be worn.

## **ARTICLE IX GOLF COURSES<sup>5</sup>**

### **Section 1. Definition**

Golf Courses include all the property associated with the Ironwood and Oakwood golf courses. They are owned and maintained by the HOA.

### **Section 2. Use of Golf Courses**

- A. Ironwood and Oakwood golf courses have been constructed for the sole purpose and use of the golfers utilizing said facilities. Golf course paths and spillways are not part of the walking paths system and are considered part of the golf courses. Therefore walking, jogging, bike riding, golf cart pleasure use, or any similar use is prohibited on these golf courses.
- B. Owners assume all risks of loss or injury to themselves or to their Guests, Visitors or Tenants when they are using Golf Courses.
- C. Pets are not permitted on the golf courses at any time.

### **Section 3. Enforcement**

- A. A first offense will be a warning citation, second offense will be a \$50 fine. Multiple offenses will follow the established fine Policy in Article III. of the Rules and Regulations.
- B. Exception: Adopt-A-Hole volunteers are permitted on the golf courses to perform authorized maintenance activities associated with golf course maintenance.

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## **ARTICLE X<sup>5</sup>**

### **COMMUNITY STANDARDS**

The following rules and policies are derived from the CC&R or by action of the HOA Board. All CC&R provisions, Rules, and Architectural/Landscaping Guidelines apply even if detail is not set forth below. In the interest of maintaining the standards of the community, the following apply. Enforcement and fines for noncompliance, carried out by Patrol and ALC, are outlined in Article III. Any reports of noncompliance with these standards may be made to Patrol or to the ALC Office.

#### **Section 1 Business Activities**

A. Home businesses are allowed only under specific conditions. These conditions are set forth in the CC&R and Maricopa County Zoning Ordinances. These conditions must be met by anyone considering the operation of a home business. (See Article IV, Section 3 of the CC&R)<sup>3</sup>

B. Yard and garage sales are not permitted anywhere within the boundaries of the HOA without the express permission of the HOA Board of Directors. No items that are for sale may be displayed in the driveway or yard unless part of an approved garage sale. However, operational vehicles (including golf carts) that are legally parked within the IronOaks community may have a "For Sale" sign displayed.<sup>2</sup>

#### **Section 2 General Appearance of Property**

A. There shall be no hanging or draping of clothes, rags, carpets, or other paraphernalia on lines, furniture or any other objects visible to neighbors. (See Article IV, Section 2(k) of the CC&R)

B. Patios and side yards that are visible to neighboring properties shall not be used as storage areas. However, outdoor furniture, portable barbecues and other items (excluding firewood) that are relevant to outdoor living may be stored on patios.

C. Year-ending holiday decorations and lighting are allowed between November 15 and January 15. All other holiday decorations and lighting are allowed fourteen (14) days before the holiday(s) and must be taken down no later than three (3) days after the holiday(s).

D. Permanent window coverings must be installed within 120 days after close of escrow and must be in good repair and hung properly. No foil or other objectionable material is allowed inside or outside of a window. Professional temporary window covering provided by a vendor is acceptable. (See Article IV, Section 2(x) of the CC&R)

### **Section 3 Safety, Noise and Nuisances**

A. No unsafe, noxious, offensive, or illegal activity or odor is permitted. No activity shall be conducted on the lot which in the judgment of the HOA Board might be reasonably calculated to reduce the desirability of the HOA's quality of living.

B. No exterior noise devices, with the exception of security devices, are allowed. This is not intended to apply to ALC approved water features, wind chimes or other landscaping or decorative items that produce low levels of noise.

C. Construction, landscaping or other activities that create significant noise should not begin before 6 am or continue beyond 10 pm. (See Article IV, Section 2(e) of the CC&R)

D. No trailers or construction or landscaping equipment or construction, landscaping or other materials may be stored on the streets during hours of darkness<sup>3</sup>.

E. Outside lighting fixtures must be situated and adjusted so that the shining light does not interfere with the neighbors.

F. No rubbish or debris of any kind may be placed or permitted to accumulate on any lot. Placement of debris on a neighboring lot, even if it is vacant, is considered trespass. Owners found in violation are responsible for clean-up costs and any associated fines. (See Article IV, Section 2(e) of the CC&R)

### **Section 4 Pets**

A. All pets must be kept in a fenced yard to ensure they remain on the Owner's property, or controlled on leash when they are in Common Areas. When in common areas, leashes may not be tied to objects and must be held by a person who can control the animal at all times.

B. Animals may not make excessive noise, in the sole judgment of the HOA Board, or become a nuisance or an annoyance to other Owners.

C. It is the responsibility of each pet owner to clean up after their pets immediately after such animals have defecated in Common Areas or on lots belonging to others; however, pet owners should not allow their pets on the private property of others.

D. Pets are not allowed in any HOA facilities, including the pool areas, unless the pet is a guide dog in the company of a disabled person. Pet owners should be aware that there are monetary fines associated with violations of these standards. (See Article IV, Section 2(b) of the CC&R)

### **Section 5 Trash and Recycling Containers<sup>6</sup>**

A. All garbage or trash must be kept in covered containers. It is preferable that trash

and recyclable containers be stored in the Owner's garage. If stored outside, these containers must not be readily visible from neighboring property and must be stored in a manner consistent with ALC Guidelines<sup>4,6</sup>.

B. Trash or recycle containers may be placed out for collection only after 6:00 p.m. the night before collection and must be brought in by 9:00 p.m. on the day of collection. The containers must be those supplied by the trash collector – the City of Chandler for those in Unit 33 and the contracted collector for all other units. (See Article IV, Section 2(j) of the CC&R)

## **Section 6      Signs**

### A. In Residential Areas

- 1) Signs are permitted for the following purposes only and must be removed as soon as the purpose for which it is posted has been satisfied. Failure to timely remove signs will result in removal of the sign by the HOA.
  - (a) Those required for legal proceedings,
  - (b) Professional “for sale” and “for rent” signs advertising a house or lot.<sup>2</sup> These signs must be removed upon closure for sales or the date of a signed contract for rentals. Open house and estate sale signs are allowed on private property only with the Owner's consent and may be put out the morning of the open house/estate sale start and must be removed by sunset of the final day).
  - (c) Contractor signs (may be displayed 7 days before starting work through 7 days after completion of work),
  - (d) Home security signs,
  - (e) Political signs, (may not be posted before forty-five [45] days prior to the election and must be removed no later than seven [7] days after the election. See Article IV, Section 2(m) of the CC&R as well as §33-1808 A.R.S.)
  - (f) Other signs required by the HOA or the ALC.
  
- 2) With the exception of home security signs which may be placed both in front and in back of the house, only one sign of any other kind (sections a,b,c,e, or f above) may be placed on a lot. These signs must be placed in front yards only, cannot extend beyond the inside edge of the curb, and for corner lots, cannot be placed within the 30' triangular setback area measured from the point where the two streets intersect.
  
- 3) Only professional signs, no larger than twenty-five (25) inches by twenty-five (25) inches are permitted. If mounted in the ground<sup>2</sup> the top of the horizontal support post (if a hanging sign) or the top of the sign (if a two-post sign) may not exceed 48” from the ground. Real estate signs and contractor signs<sup>2</sup> may include a sign rider (no larger than 6” high by 24”) or flyer tube on top of the horizontal support post. They may also include up to two additional sign riders or one sign rider and one flyer holder

hanging from the sign. In lieu of a flyer tube, a suitable holder may be mounted on the vertical sign post.

**B. In Common Areas**

1) Directional signs for events such as open houses and estate sales are allowed in common areas. They may be put out the morning of the event and must be removed by sunset of the same day.

2) No political signs may be posted in common areas.

3) Signs are permitted on the HOA softball field, but are limited to, (i) "Field of Dreams", (ii) scoreboard, (iii) Sun Lakes Senior Softball, and (iv) parking lot entrance and exit signs. The softball field may also post merchant advertising signs so long as they are posted only on the inside of the outfield fence of the softball field.

**Section 7 Garages**

A. Garages are for the purpose of housing vehicles. If there are more vehicles in a household than can be kept in the garage, then the additional vehicles, all of which must be operable, may be parked in the driveway. (See Article IV, Sections 2(v) and (z) of the CC&R)

B. Owners should be aware that leaving garage doors open to any extent can be a security hazard, and they do so at their own risk.

**Section 8 Landscaping**

A. With the exception of the Villas, Owners are responsible for the proper maintenance of all landscaping on the lot, including the maintenance of all pools and other water features. This includes weed prevention and removal, pruning, removal of dead trees and other shrubbery, and proper chemical treatment of all pools and water features.

B. Owners are urged to have maintenance performed for them on a regular basis during any extended absence so that these problems may be avoided.

C. If the Owner, or the Owner's Guests or Tenants, fail to maintain landscaping in accordance with the standards required by the Rules, CC&R, applicable city and county codes, and Architectural Guidelines, the HOA may, upon reasonable notice to the Owner, enter on to the property and perform any work needed in order to bring the Owner into compliance. The HOA will charge the Owner for such work. Such charges shall be treated as, and collectible in the same manner as, regular and special assessments.

**ARTICLE XI<sup>5</sup>**  
**OWNERS' RIGHTS AND RESPONSIBILITIES**

**Section 1      Occupancy**

The HOA is an age-restricted community, and, as such, it is required by the Fair Housing Amendments Act of 1988, as amended by the Older Persons Act of 1995, to validate that at least 80% of all of the Dwelling Units in the HOA are occupied by at least one individual over the age of 55. In addition, the CC&R requires the remaining 20% of the dwellings to be occupied by at least one individual over the age of 40. There also shall be no one under the age of 19 residing permanently within the community governed by the HOA unless that individual is handicapped and unable to live alone.

**Section 2      Leasing**

A. Owners may only lease the entire dwelling unit and must inform the HOA of the names and ages of all Tenants and other occupants of the leased dwelling as well as filing a copy of the lease with the HOA. Each Owner is liable for all damage caused by the Tenant(s), their Visitors and pets, and for any breach of the CC&R, the Rules, and the Architectural Guidelines by the Tenant(s) and their Visitors.

B. Leasing of a dwelling is allowed only if: (i) the lease is in writing and subject to the provisions of the CC&R, the Rules, and the Architectural Guidelines, (ii) a copy of the current community documents is provided to the Tenant(s) at the beginning of the lease term, (iii) the lease is not for transient purposes or for less than 30 days, (iv) Owners continue to be current with all assessments, (v) Owners cease to use all HOA facilities during the lease period, and (vi) Tenants obtain identification cards, and Owners surrender their identification cards, before any use of the HOA facilities by Tenant. (See Article IV, Section 2(ff) of the CC&R)

**Section 3      HOA Membership**

There shall be only one voting membership in the HOA for each lot. This membership is shared by any joint owners of, or owners of undivided interests in, each lot. For any HOA matter requiring a vote, each membership in good standing is entitled to one vote. Tenants have no membership or voting rights.

## **Section 4      Assessments**

A. Each Owner is deemed to accept and be subject to pay the HOA Annual Assessments, Late Fees, Demand Letter Fees, Special Assessments, Maintenance Charges, Special Use Fees, and other fees, fines and charges which are the obligation of the Owner.

B. Annual Assessments are based on a maximum of two residents per Dwelling Unit without regard to the use of the facilities by either of the residents. If additional persons reside in the dwelling, the Annual Assessment shall increase for each additional person by an amount equal to fifty percent (50%) of the Annual Assessment. An appeal of this additional assessment may be made to the HOA Board only if the additional person is physically unable to use the HOA facilities. These additional individuals for whom the Owner is charged as part of the Annual Assessment are considered Associate Members and are entitled to use of all HOA facilities. Associate Members may not authorize guest passes. (See Article VII of the CC&R)

## **ARTICLE XII<sup>5</sup> CONTROLLING AUTHORITY**

The Rules and the Architectural Guidelines, upon adoption by the HOA Board, have the same force and effect as if they were part of the CC&R. In the event of any inconsistency between the Rules and the Architectural Guidelines, the Rules shall control. In the event of any inconsistency between the Rules or the Architectural Guidelines and any provisions of the CC&R, the HOA Articles or the Bylaws, the provisions of the CC&R, the Articles and the Bylaws shall govern and control.

**Approved by the IronOaks Board of Directors on 12/17/08**

<sup>1</sup> **Amended on 10/21/09**

<sup>2</sup> **Amended on 1/20/10**

<sup>3</sup> **Amended on 11/17/10**

<sup>4</sup> **Corrected on 11/17/10 to reflect changes in ALC guidelines approved 10/20/10**

<sup>5</sup> **Rules Amended 9/28/ 2011**

<sup>6</sup> **Rules Corrected and Amended 2/22/2012**