



# Apache Wells Homeowners Association, Inc.

## Rules and Regulations

1. INTRODUCTION .....	2
2. ASSOCIATION INFORMATION .....	3
2.1 Board of Directors .....	3
2.2 Annual Meeting.....	3
2.3 Voting Rights.....	3
2.4 Insurance .....	3
2.5 Management Team .....	3
2.6 Association Office .....	3
3. ASSESSMENT OR DUES .....	3
3.1 Semi-Annual Assessment .....	3
3.2 Collections Policy .....	4
4. VIOLATION AND FINES .....	4
5. CODE OF CONDUCT.....	6
6. FACILITIES RULES.....	6
6.1 Pool Rules .....	6
6.2 Fitness Center Rules .....	7
6.3 Pickleball Court Rules.....	7
6.4 Wood Shop Rules.....	8
6.5 Dog Park Rules .....	8
7. COMMUNITY RULES .....	9
7.1 Advertising Signs .....	9
7.2 Age Restrictions and Verification .....	9
7.3 Antennas and Satellite Dishes.....	10
7.4 Clotheslines.....	10
7.5 Common Area Restrictions.....	10
7.6 Exterior Improvements .....	10
7.7 Exterior Maintenance.....	10
7.8 Flags .....	11
7.9 Front Entry Areas .....	11
7.10 Interior Maintenance .....	11
7.11 Key Fobs .....	11
7.12 Landscape Maintenance.....	12
7.13 Leasing Rules and Resident Registration .....	12
7.14 Noise Control.....	13
7.15 Outside Speakers and Amplifiers.....	13
7.16 Patios.....	13
7.17 Pets .....	13
7.18 Seasonal Decorations .....	14
7.19 Security .....	14
7.20 Storage .....	14
7.21 Storage PODS and Trash Roll-Offs or Soft-Sided Bags .....	14
7.22 Tenants .....	15
7.23 Trash dumpsters .....	15
7.24 Vehicles .....	15
7.25 Window Coverings and Screens .....	16

**Apache Wells Homeowners Association, Inc.**  
**Rules and Regulations**

<b>8. ARCHITECTURAL and DESIGN REVIEW COMMITTEE RULES .....</b>	<b>17</b>
<b>8.1 General Rule .....</b>	<b>17</b>
<b>8.2 Structure Height Restrictions.....</b>	<b>17</b>
<b>8.3 Maximum Lot Coverage .....</b>	<b>17</b>
<b>8.4 Fence/Wall Requirements.....</b>	<b>17</b>
<b>8.5 General Requirements .....</b>	<b>18</b>
<b>8.6 Parking Requirements .....</b>	<b>18</b>
<b>8.7 Sample List of When Project Approval Request is Required .....</b>	<b>18</b>
<b>8.8 Licensed Contractors .....</b>	<b>19</b>
<b>9. CLOSING.....</b>	<b>19</b>

## **1. INTRODUCTION**

The policies set forth in these Rules and Regulations (“Rules”) are designed to promote good community relations and to protect the investment of the Homeowners. These Rules summarize and supplement the Declaration of Covenants, Conditions, and Restrictions (“Declaration”), which have been accepted by each Owner as a part of living within Apache Wells. These Rules are not to be considered as the sole statement of regulations.

The Rules have been established by the Board of Directors of the Apache Wells Homeowners Association, Inc. (the “Board” and the “Association”). These Rules remain effective unless or until amended or rescinded by the Board.

**It is the responsibility of each Resident, whether an Owner or a Tenant, to become familiar with these Rules and abide by them. It is the Owner’s responsibility to give a copy of these Rules to their Tenant(s) and property management company.**

In addition, an Owner selling his or her home has the responsibility of providing the purchaser (new Owner) with a copy of these Rules in addition to the Declaration and all other relevant Association documents.

Whether you are an Owner, Tenant, or Guest, all persons living within and visiting Apache Wells must observe and abide by these Rules. Owners will be held responsible for ensuring their Tenants and Guests observe and abide by these Rules. It is to the advantage of all to enjoy the facilities and see that they are cared for in a proper manner.

The Board is responsible for establishing Rules that promote the health and welfare of all Residents. They also are responsible for the fair but firm enforcement of those Rules.

The Board solicits your cooperation in keeping Apache Wells an attractive place to live and a community in which we all take pride. The policies set forth are reflected in these Rules and are designed as guidelines for good community relations and to protect the investment of the Owners.

**Please keep a copy of these Rules in your home at all times for reference by those who reside in your home.**

Unless otherwise stated, capitalized terms have the meaning as defined in the Declaration.

## **2. ASSOCIATION INFORMATION**

### **2.1. Board of Directors**

The Board of Directors of the Association is comprised of between three (3) and nine (9) members elected at the Annual Meeting of the Owners. In order to be a member of the Board of Directors, you must own a Lot. The terms of the Board are for three years. A Member of the Board of Directors must be in good standing.

### **2.2. Annual Meeting**

The annual meeting of the Association is typically held January each year, but may change depending on the needs of the Association. Annual meeting notices will be mailed or e-mailed to each Owner and posted on the bulletin board in accordance with the Declaration. Absentee ballots will also be provided if an Owner is unable to attend in person, but would like to vote. The Association may also provide for voting by electronic means. If electronic voting is permitted or provided for the annual meetings, the Association will engage a competent company or contractor to manage the electronic voting procedure to ensure the process complies with the requirements of Arizona law.

### **2.3. Voting Rights**

Each Lot within the Association has one (1) vote. In the event an Assessment charged against a Lot remains delinquent, or if a Lot Owner is otherwise in violation of the Declaration, the Association may suspend the Owner's voting rights as well as the right to use the Recreational Facilities.

### **2.4. Insurance**

The Association carries a blanket insurance policy. The Association's insurance carrier is subject to change each year. Owners must contact the Association's Board if they have questions pertaining to Association's insurance.

Owners must carry separate insurance policies for their Lots and homes, improvements to their Lots, contents of their home, golf cart and personal liability.

### **2.5. Management Team**

The Association is self-managed. In other words, the Association hires individual employees who comprise the Association's management team that is dedicated to carrying out the day-to-day operations of the Association under the direction of the Board. The management team is the contact point for questions regarding the community operations.

### **2.6. Association Office**

The Association Office is located at 2223 N. 56<sup>th</sup> St., Mesa, AZ 85215. The Office can be reached by telephone at (480) 832-1550. The Office is open Monday through Friday from 9:00 a.m. to 4:00 p.m. October 1<sup>st</sup> through April 30<sup>th</sup>. Summer hours are 9:00 a.m. to 3:00 p.m. and closed 12:30 p.m. to 1:00 p.m. for lunch from May 1<sup>st</sup> through September 30<sup>th</sup>.

## **3. ASSESSMENTS OR DUES**

### **3.1. Semi-Annual Assessment**

A semi-annual Assessment (commonly known as "HOA dues") is charged to each Owner to provide funds for those items shown on the budget, which include maintenance of all Common Areas. This includes maintenance of the fitness center, sport courts, parking lots, Association office, wood shop, pools, landscaping, pest control service for Common Areas, property and liability insurance, etc. Payments are due January 1<sup>st</sup> and July 1<sup>st</sup> and a late fee will automatically be added to any delinquent payment received

**Apache Wells Homeowners Association, Inc.**  
**Rules and Regulations**

after the twentieth (20<sup>th</sup>) day of January and July. Late fees are set by the Board and are subject to change. The semi-annual Assessment may be changed by the Board on an annual basis based on the restrictions of the Declaration.

**3.2. Collections Policy**

The Association is provided broad latitude in the Declaration for enforcing Owners' Assessment obligation. The Association may pursue all available legal remedies as means of collection of Assessments, including, but not limited to, filing and recording liens against delinquent Lots, pursuing litigation and foreclosure. If the Association is compelled to employ an attorney to pursue recovery of unpaid dues and/or Assessments, all attorney fees incurred by the Association to collect the delinquency will be assessed against the delinquent Owner's account. The delinquent Owner's account will not be considered resolved until the Owner has reimbursed the Association for all legal fees incurred.

**4. VIOLATIONS AND FINES**

In accordance with the authority of the Association granted under Article IX, Section 1(a) of the Bylaws and A.R.S. § 33-1803, the Association has adopted policies and procedures outlined herein regarding the imposition of penalties and fines. The Board has determined that the penalties and fines set forth herein are reasonable and appropriate to deter and curtail violations of the Association's CC&Rs, Articles, Bylaws, Rules, Architectural Guidelines, and all other rules, regulations and policies promulgated by the Association (collectively the "Governing Documents").

Notwithstanding any other provisions of the Association's Rules to the contrary, the following provisions apply regarding the imposition of reasonable fines and penalties. Each Owner is encouraged to become familiar with the Association's Policy regarding fines and penalties and to ensure that all Residents, Tenants, Guests, licensees and agents are familiar with and adhere to the same.

The Board reserves the right to modify this Policy, including the time periods for correction and fine amounts, on a case by case basis when issues are involving health and safety concerns or when more immediate action becomes necessary for any reason in the sole discretion of the Board.

Written notices will be sent to the Owner and/or Owner's designated agent at the email and/or mailing address as it appears in the records of the Association as maintained by its management team at the time of the notice.

Any infraction of the Governing Documents by an Owner, Resident, Tenant, Guest, licensee or agent shall result in a reasonable and appropriate fine or notice imposed against the applicable Owner as follows (in addition to any other penalties, disabilities or remedies available to the Association):

- (a) **First Offense:** Written warning and notice that a minimum \$50.00 fine will be imposed if the violation is not corrected by the deadline in the letter.
- (b) **Second Offense:** Minimum \$50.00 fine and notice that a minimum \$100.00 fine will be imposed if the violation is not corrected by the deadline in the letter.
- (c) **Third and Additional Offenses:** Minimum \$100.00 fine and notice that the fine will continue on a daily basis until the violation is corrected by the deadline in the letter.
- (d) **Continuing Offenses:** Unless otherwise indicated in any notice of an offense, a continuing offense shall be deemed to be an additional offense each day until remedied, and shall be subject

**Apache Wells Homeowners Association, Inc.**  
**Rules and Regulations**

to a minimum \$100.00 fine each day. An offense that recurs within six (6) months of the original offense shall be deemed to be a continuing offense and subject to an additional minimum \$100.00 fine each day the offense continues, after notice and an opportunity for a hearing have been provided.

Any fine not paid by its due date, as set forth in other Governing Documents or as set by the Board, will be enforced in the same manner as any other Assessment as permitted by law.

Notice. Violation letters notifying Owners of the monetary penalties or fines imposed upon an Owner shall allow notice and an opportunity to be heard prior to imposition of the fine. The notice requirement is satisfied by mailing a copy of the violation notice, postage prepaid to the applicable Owner, the Owner's designated agent, to the Owner's address last appearing on the books and records of the Association, or supplied by such Owner to the Association for such notices, or to the extent otherwise provided in the Declaration.

Opportunity for a Hearing. The hearing requirement is satisfied by allowing an opportunity for the Owner to be heard by the Board. To initiate this appeal process, the Owner must send the Association a written notice to the address listed on the violation letter that the Owner is requesting an appeal of the violation. The notice must be received by the Association within 21 calendar days of the date of the violation letter. The Association will then provide the Owner with the date of the meeting at which time the Owner can be heard. Failure of the Association to receive notice of the request for a hearing by the Owner will constitute a waiver of the right to a hearing by the Owner. In the event of a hearing, any determination by the Board shall be conclusive.

Notwithstanding this policy, the Association can employ legal counsel at any time to pursue violations of the Governing Documents or for any other matter the Association deems necessary to protect and enforce the rights of the Association and adopt supplemental violation policies for specific purposes (such as parking, nuisances, etc.). If a supplemental violation policy is not adopted, this general fine policy shall control.

In accordance with A.R.S. § 33-1803, in the event the infraction of the Governing Documents pertains to the condition of the Owner's property, the Owner may provide the Association with a written response to the notice of violation by sending the response via certified mail to the Association in accordance with the relevant statutes. Upon receipt of such a response, and unless the Association has already provided the following information to the Owner, the Association shall thereafter refrain from taking any enforcement action until such time as the Association secures an emergency order from a court of competent jurisdiction and/or provides the Owner with the following information:

- (a) The provision(s) of the Governing Documents that has allegedly been violated;
- (b) The date of the violation or the date the violation was observed;
- (c) The first and last name of the person or persons who observed the violation;
- (d) The process the Owner must follow to contest the notice; and
- (e) The Owner may file a petition for an administrative hearing on the matter with the Department of Real Estate pursuant to A.R.S. § 32-2199.01.

If the Association has provided the foregoing information to an Owner in a notice of violation prior to receiving the written response from the Owner, then the Association will be deemed to have complied with A.R.S. § 33-1803, and the Association may proceed immediately with enforcement action.

## **5. RESIDENT CODE OF CONDUCT**

**Obnoxious or Offensive Behavior:** No obnoxious or offensive activities may be carried on or permitted on any Lot or in any Common Areas, nor shall anything be done that may become an annoyance or nuisance to the neighborhood and/or community. This pertains to the deportment and behavior of any Property Owners, Tenants, Guests or pets. Fines or other appropriate action may be taken against the Property Owner if such activities persist.

To ensure the tranquility of the Apache Wells Community and the enjoyable use of the Common Areas and Facilities, Residents and Guests shall conduct themselves in a respectful manner so as to not jeopardize or interfere with the rights and privileges of other Residents or Guests; follow the Common Area Facility or amenity rules; and not compromise the safety of others. The following will not be tolerated: harassing or threatening behavior or physical abuse of Residents, Guests, Association staff or the Board; reprimanding or disciplining any Association employee, nor interfering with the management of the Association; and loud, profane, indecent or abusive language in public. Residents will be held liable for any damage to, defacing of or misappropriation and/or unauthorized removal of any Association property.

Membership in Apache Wells provides access to many Common Area Facilities and Recreational Amenities. However, the Board, in its sole discretion, has the right to suspend the rights of any Owner, Resident, Tenant or Guest to use any Common Area Facility or Recreational Amenity if the Owner, Resident, Tenant or Guest violates the Apache Wells Resident Code of Conduct.

## **6. FACILITIES RULES**

Residents using the Common Areas and Facilities are expected to individually monitor for non-compliance of Rules. If you see something that doesn't seem right, and would rather not approach the individual(s), we request that you write down what you observed, the time it occurred, the Common Area Facility where it occurred, and drop the information off at the Office.

### **6.1. Pool Rules**

1. For Residents and Guests, pool is open from 4:00 a.m. to 11:00 p.m. daily.
2. **ADULT SWIM TIME** (no children permitted): From 1:00 p.m. to 4:00 p.m. and 8:00 p.m. to 11:00 p.m.
3. Exceptions to children's permitted hours are:
  - (a) Thanksgiving week;
  - (b) Christmas week through New Year's Day; and
  - (c) Easter (one week before and one week after Easter).
4. All children age 16 and under must be accompanied by an adult in the pool and hot tub area.
5. Be Aware: There is no lifeguard on duty. (911) phone on wall near hot tub. All Residents and Guests who use the pool facility do so at their own risk.
6. Key Fobs will be used at all times. Key Fobs and privileges may be suspended or revoked and fine imposed for violations of pool rules.
7. Residents are responsible for the actions of their Guests. Code of Conduct rules are applicable.
8. Please be respectful of lap swimmers.
9. Diving or somersaults into the pool is strictly forbidden. No pushing or rough play.
10. No Persons with diapers allowed in the pool.
11. Music is permitted at a reasonable volume and may not disturb other Residents. Water fitness classes may play workout routines at the volume necessary for the class.
12. No roller blades or skates on pool deck.
13. No inner tubes, rafts, inflatable boats. (Noodles, rubber belts, arms floats, etc. are allowed.)

**Apache Wells Homeowners Association, Inc.**  
**Rules and Regulations**

14. No smoking in the pool/spa area.
15. Shower before entering pool or hot tub. Use soap to remove oil or lotion. This helps keep our pool clean.
16. Persons with sore or inflamed eyes, colds, nasal or ear discharges, boils or other acute or obvious skin or body infections, or cuts shall be excluded from the pool.
17. No glass of any kind allowed within the pool enclosures.
18. No animals allowed in pool deck area except for service animals with proper identification. No animals allowed in the pool.
19. No drinks, candy, tobacco, popcorn, gum, alcohol, or food of any kind shall be permitted in the pool or within the required walkways of the pool.
20. Gates must be closed – do not prop open.
21. Observe all safety regulations. As a reminder – swimming alone can be dangerous.

**6.2. Fitness Center Rules**

1. For Residents and Guests, the Fitness Center is open from 4:00 a.m. to 11:00 p.m.
2. Guests must be at least eighteen (18) years of age in order to use the Fitness Center. This rule is strictly enforced. No children under eighteen allowed on 2<sup>nd</sup> floor of facility.
3. Use of the Fitness Center is at the user's own risk.
4. Only water in covered non-breakable containers are allowed in the Fitness Center. No other food or drink permitted. No glass of any kind is allowed in the Fitness Center.
5. Use hand wipes after each use on all equipment, mats, etc.
6. Please throw away all wipes, bottles and trash in receptacles.
7. Please adhere to the 30 minute time limits on Cardio equipment.
8. Return all weights and equipment back to its original place of storage when finished using. Exercise equipment must remain in the Fitness Center.
9. Use the Storage Bins provided for personal effects.
10. All doors are to remain closed and not propped open during normal operating hours. The air handlers are on at all times. The temperature controls are set by maintenance. Please adjust your clothing accordingly.
11. Please refrain from talking on cell phones during work out, unless you move outside or off to the side. Earbuds required when streaming or playing content.
12. Absolutely no pets are allowed in the Fitness Center other than assistance dogs with proper identification.
13. Any person with a cold or flu, an infection, a communicable disease, open sores or wounds, etc., is strictly prohibited from using the Fitness Center.
14. All who use the Fitness Center must be respectful to others using the Fitness Center and their property. Code of Conduct rules are applicable.

**6.3. Pickleball Court Rules**

1. For Residents and Guests, the Pickleball Courts are open 6:00 a.m. to 10:00 p.m.
2. The Pickleball Courts are private facilities intended for the use and enjoyment by Residents and their Guests. Access to courts is by Key Fob only, no climbing gates or fences.
3. Guests and children must be accompanied by a Resident of Apache Wells at all times.
4. Use of the courts is at the user's own risk. Users assume all risk that related injuries may occur on the court.
5. No glass or items of any kind are permitted on the Pickleball Courts, such as drinks, chairs, bikes, scooters, pets, etc.
6. In consideration of neighbors, keep noise to a minimum.
7. Music is permitted at reasonable volume and may not disturb other Residents. All portable radios, CD players, etc. must be battery operated and cannot be plugged into any Common Area electrical outlets.

**Apache Wells Homeowners Association, Inc.**  
**Rules and Regulations**

8. Clean up after yourself and remove your trash from the Pickleball Court areas. Do not leave trash on the courts.

9. Quiet Hours must be observed on the Pickleball Courts from 10:00 p.m. until 6:00 a.m. daily.

10. All who use the Pickleball Courts must be respectful to others using the court and their property. No harassing or threatening behavior or disrespectful outbursts will be tolerated on the sport courts in the Pickleball Complex. Code of Conduct rules are applicable.

11. No Pickleball Court use if the courts are wet, puddled, soggy or damp.

12. Each Owner or Resident with Guest(s) are limited to use only one court at a time.

13. The Pickleball Complex is a smoke free, pet free, and misconduct free area.

**6.4. Wood Shop Rules**

1. The Wood Shop maintains hours as posted. A monitor must be present when the Wood Shop is open.

2. Use of the Wood Shop is for Residents and to a limited degree, their Guests. Guests must be at least eighteen (18) years old, and must be accompanied by the Resident. Due to liability issues, Guests are not allowed to use bench or floor mounted equipment.

3. Use of the Wood Shop and the equipment therein is at the user's own risk. The Association will not be responsible for injuries that may occur due to improper or solo use of the Wood Shop Equipment. Safety is the most important rule and you are responsible for your safety.

4. Everyone using the Wood Shop must be familiar with the equipment, its use and how to operate it safely. Attendance of one of the Wood Shop safety courses is highly recommended.

5. Any beverages in the Wood Shop must be in a covered unbreakable container.

6. You are responsible to clean up after yourself and remove your trash from the Wood Shop.

7. While using Wood Shop equipment, constant focus on what you are doing is imperative. Don't distract others while they are operating equipment.

8. Wear proper personal protective equipment as appropriate. Wear a face shield and/or eye protection, hearing protection, remove jewelry, loose clothing and tie back long hair, and no open toed shoes.

9. Consumables and small maintenance items (i.e., sandpaper, glue, blade replacement and sharpening, sanding supplies, belts, hand tools, etc.) are purchased using club membership dues. If you choose to not become a member, please bring your own supplies as needed or consider joining the club.

10. Absolutely no pets are allowed in the Wood Shop, except for service animals with proper identification.

11. All who use the Wood Shop must be respectful to others using the Wood Shop and their property. Code of Conduct rules are applicable.

**6.5. Dog Park Rules**

1. For Residents and Guests, the Dog Park is open 24 hours a day, 7 days a week.

2. The Dog Park is a leash-free dog area in an unsupervised recreational area of Apache Wells. Use of this facility is at the user's own risk. Code of Conduct rules are applicable.

3. Users are responsible at all times for the behavior and safety of their dog. Dogs with a history of dangerous or aggressive behavior are prohibited.

4. Dogs must be current on all vaccinations.

5. Users must remain with their dogs at all times.

6. Users must properly secure access gate upon entering and leaving leash-free area.

7. Users are responsible for cleaning up after their pets and disposing properly in the receptacle provided.

8. All incidents and injury must be reported to the Homeowners Office immediately. In case of emergency call 911.



## **7. COMMUNITY RULES**

### **7.1. Advertising Signs**

No more than one (1) professionally lettered “For Sale” or “For Rent” sign is permitted in the front yard of the Lot being advertised that meets the following conditions:

The For Sale sign is commercially produced with no hand-written information. (The For Rent sign does not have to be commercially produced and a telephone number may be hand-written.)

The sign is no larger than eighteen (18) by twenty-four (24) inches. A sign rider is permitted no larger than six (6) by twenty-four (24) inches.

The sign is not attached to the exterior of any building, patio area, placed over rear wall to be viewed by the golf course or visible over the exterior wall on Recker Road.

“Political” or “Association specific political” signs are permitted for each Lot that meets the following conditions:

Must be placed within the boundaries of the Owner’s Lot, and may not be placed in the Common Areas.

May be displayed no earlier than seventy-one (71) days prior to election and must be removed fifteen (15) days after close of election.

May not exceed a total of nine (9) square feet for all signs.

Damage to the Association’s landscape or irrigation system caused by the placement of any sign will be charged to the Owner. No signs are permitted on the mailboxes. All other signs must comply with A.R.S. § 33-1808. The management team or Board will remove any inappropriate signs.

### **7.2. Age Restriction and Verification**

Each Lot within Apache Wells must be occupied by at least one (1) person who is fifty-five (55) years of age or older (“Qualifying Occupant”). No person who is less than fifty-five (55) years of age may occupy a Lot. The foregoing restrictions shall not prohibit the occupancy of a Lot by the following persons:

1. A person who is less than fifty-five (55) years of age who is a Guest of a Qualifying Occupant, including children and grandchildren, for a period not to exceed thirty (30) consecutive days, and not to exceed a combined total of sixty (60) days in any consecutive twelve (12) month period;

2. The spouse, domestic partner or significant other of a Qualifying Occupant who is fifty-five years old or older;

3. The surviving spouse or other surviving cohabitant of a deceased Qualifying Occupant who was fifty-five (55) years old or older at the time of death; or

4. The spouse or other Occupants of a Lot wherein the Qualifying Occupant is advised by a medical doctor licensed in the State of Arizona to move to, or is placed in a facility for the care of the elderly or the infirm on the advice of a medical doctor licensed by the State of Arizona.

Notwithstanding the foregoing, in the event occupancy of a Lot is required pursuant to the Fair Housing Act for an individual who would otherwise be prohibited under this section, the Association will grant reasonable accommodations as necessary. Any other person who is not fifty-five (55) years old or older and does not qualify under (1) through (4) who wishes to occupy a Lot must be approved by the Board. Each

**Apache Wells Homeowners Association, Inc.**  
**Rules and Regulations**

Lot must maintain a current and accurate Age Verification Form on file with the Association confirming that at least one Qualifying Occupant resides in the Lot. All Occupants in the Lot/home must provide documentation of age. If Owners fail or refuse to provide the Age Verification Form, the Association may enforce the violation in the same manner that any other violation of the Governing Documents is enforced, including through the imposition of fines, suspension of voting and recreational amenity privileges and pursuit of injunctive relief in Court.

All records shall be maintained on a confidential basis and shall not be used for any purpose other than verification of compliance with the Fair Housing Act and Regulations. In addition to Association rules, the Department of Housing and Urban Development (HUD) requires all communities providing housing for occupants age 55 and older to verify age qualifications of occupants, and to update the occupancy information not less than every two (2) years.

**7.3. Antennas and Satellite Dishes**

Satellite dishes shall not exceed one (1) meter in diameter. Satellite dishes and antennas must be installed in the least obtrusive location on a Lot while still providing for maximum reception. Satellite dishes not in service or otherwise no longer in use must be removed within thirty (30) days. A fine, established by the Board, will be imposed for the non-removal of disabled satellite dishes. Nothing contained in this 7.3 shall be deemed to supersede or contradict applicable State and/or Federal statutes or rules, including FCC OTARD Rules as they may be amended from time to time. Ham radio antennas must be approved through the Design Review Committee prior to installation.

**7.4. Clotheslines**

Exterior clotheslines are not permitted. Clothes, towels, rugs, etc., cannot be hung over walls, shrubbery, or vehicles to dry.

**7.5. Common Area Restrictions**

Storage of personal items is not permitted in the Common Areas.

Temporary parking up to three (3) days in length for RVs, 5th wheel trailers, travel trailers, utility trailers, car hauler trailers, and boats is available in the Common Areas designated permit parking area. The permit may be obtained at the Office and must be prominently displayed in the location advised by the Office. Permits are issued for a maximum of three (3) days and is limited to a total of six (6) days in any thirty (30) day period.

**7.6. Exterior Improvements**

Exterior changes are not permitted without approval from the Design Review Committee as more fully set forth in the Design Review Committee Rules (*see* Section 8, below). Proposals for exterior changes must be submitted to the Design Review Committee in writing. This includes, but is not limited to, the following possible changes: installation of patio covers, gate modification, front porch lights, front door replacement, window replacement, etc. Owners must receive written approval prior to making any exterior changes. The purpose of this restriction is to maintain the architectural integrity of the community. Owners or Residents in violation of this regulation will be notified by the Association in writing requesting the Owner remedy said violation immediately at their expense. If the violation is not remedied within ten (10) days the Association may remedy the violation and the Owner will be billed for any remedial costs and be subject to fines established in Section 4 above, entitled "VIOLATIONS AND FINES".

**7.7. Exterior Maintenance**

Each Owner shall be responsible for maintaining, repairing or replacing the buildings, dwelling, or other improvements situated on a Lot. Each Owner's Lot shall at all times be kept in good condition and repair.

**Apache Wells Homeowners Association, Inc.**  
**Rules and Regulations**

A home exterior paint condition that requires maintenance will be determined by the Association, e.g., streaking, blotching, fading, flaking, blistering, efflorescence, areas of no paint or stucco cracking.

**7.8. Flags**

Displaying the flags of The United States of America, the State of Arizona, US Military (Army, Navy, Marine, Air Force, US Coast Guard), US POW/MIA, a recognized Arizona Indian Nation, Gadsden, first responder flags, a Blue Star Service flag, or a Gold Star Service flag are permitted, but must not be attached to any Common Areas, or areas for which the Association has responsibility or control without prior approval from the Board as to the location and/or methods of display. Newly constructed permanent flagpoles or flagpole mounts in Common Areas are strictly prohibited. The US flag or Military flags must also be displayed in accordance with the US Federal Flag Code including appropriate lighting after dark. No flags can be used as interior window coverings.

All flag poles must be approved by the Association before installation. No flag pole may exceed twenty (20) feet in height. No more than one (1) flag pole may be installed on any Lot.

**7.9. Front Entry Areas**

Patio furniture such as a patio bench or patio chairs that are suitable for outside usage are allowed to be used out front when enjoying the weather and visiting. No office chairs or living room furniture that is not suitable for outside should be placed in the front area. Patio furniture must be kept in good condition. The Board through recommendation of Compliance shall have the sole and absolute discretion to determine whether patio furniture is in good condition and when it has deteriorated such that it is no longer in good condition.

**7.10. Interior Improvements**

Any Owner may make interior, non-structural additions, alterations and improvements within his/her Dwelling without prior written approval of the Board. Non-structural items include adding or changing wall coverings and floor coverings. In undertaking any interior, non-structural work, the Owner must abide by the following rules:

No noise audible in adjoining Lots may be made as a result of the work except between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday.

No subcontractors are permitted to park in a manner that their vehicles block entrance or exit of a Resident's vehicle from the Resident's driveway. Subcontractors are not permitted to park in a manner in which prevents a parked vehicle from pulling out from an area where it has been properly parked.

**Owners are responsible for any costs incurred by any other Owner or by the Association as a result of a violation of this Section 7.10, including the costs of repairing damage, towing costs, or any costs incurred by inconvenience due to noise, odors or traffic.**

The Design Review Committee may, in its sole and absolute discretion, determine whether or not an item is of a structural or non-structural nature. Request for approval for structural changes must be submitted to the Design Review Committee in writing including details of the work to be done, drawing if appropriate, names and addresses of subcontractors to perform the work including a copy of their insurance certificate, and the dates when the work is scheduled.

**7.11. Key Fobs**

Two Key Fobs will be issued by the HOA Office to Lot Owners at a cost of \$25.00 per Key Fob. Owners may allow their Tenants or Guests to use their Key Fobs for entry into Common Area Facilities and

**Apache Wells Homeowners Association, Inc.**  
**Rules and Regulations**

Recreational Amenities. There is a \$25.00 replacement fee for a lost Key Fob. When an Owner sells their Lot, a \$25.00 fee per Key Fob will be charged for unreturned Key Fobs.

Owners who lease a property are responsible to provide the completed Rental Registration Form and the Age Verification Form for each new rental to the HOA Office and provide the Key Fobs to the Tenant. The Key Fobs will be activated per the lease duration. The Lot Owner is responsible to reactivate the Key Fobs for each new rental or renewal.

An Owner's right to use the Common Area Facilities and Recreational Amenities may have their Key Fob(s) suspended for the following reasons:

1. Default in the payment of any Regular or Special Assessment, fine, or fee levied by the Association;
2. Violation of any use restriction of the Governing Documents;
3. Use of the Recreational Amenities without permission;
4. Violation of the rules governing the Recreational Amenity or Common Area; or
5. Violation of the Code of Conduct.

The Owner's rights to use the Common Area Amenities shall be suspended and the Key Fobs deactivated, according to the approved Resolution governing restriction of access to Common Area Amenities. Owners are responsible for the actions of their Tenants or Guests.

**7.12. Landscape Maintenance**

Landscape maintenance at Apache Wells includes mowing, fertilization, trimming, raking, and irrigation service to the Common Areas. Lot Owners, Residents, Tenants and Guests may not plant in the Common Areas. Lot Owners are responsible to maintain the landscaping on their Lots in a neat, clean and weed-free condition, including picking up fallen citrus on a consistent basis. Plants, bushes and trees are to be trimmed on a regular basis and are not to encroach over the property line or onto sidewalks. Trees that hang over the sidewalks or streets are to be trimmed eight (8') feet above the ground surface. All dead or dying and damaged trees and plant material must be promptly removed. Trees shall be cut down to ground level. No Owner shall permit any condition to exist that induces or harbors infection, plant diseases, insects or rodents. At a minimum, landscape must be improved to be covered with gravel.

Citrus trees must be stripped of their fruit annually by April 30<sup>th</sup>. Palm trees are to be trimmed annually prior to July 15<sup>th</sup> to prevent flying debris during summer monsoons. Call the Office if you need assistance in finding a company to perform the work.

Under no circumstances are vehicles, golf carts, or motorcycles permitted to park on the granite areas or sidewalks. Vehicles, golf carts, or motorcycles are not permitted to drive over granite areas to parking area.

**7.13. Leasing Rules and Resident Registration**

The Lots within the Association are restricted to single family, residential use. However, Owners may lease their Lots to adults fifty-five (55) and over provided no lease shall be for less than the entire Lot, and no lease shall be for a term of fewer than thirty (30) days. Whether or not expressly stated in any lease agreement, the terms of the Project Documents are deemed incorporated within and made a part of every lease agreement. (For definitional purposes, "lease" shall include any agreement or understanding whereby an Owner or other Person allows possession, use or occupancy of any Lot by another Person.) The Owner shall be required to inform the Association of the lease in writing prior to the commencement of the Lease. The Owner must ensure that Renters/Tenants register at the Association Office prior to or immediately following move-in. The Renter/Tenant shall be required to show their identification, complete a Rental Registration Form, an Age Verification Form, and provide all Tenant information as permitted by A.R.S.

**Apache Wells Homeowners Association, Inc.**  
**Rules and Regulations**

§33-1806.01. If this is a new lease, a twenty-five dollar (\$25) registration fee will be charged. All renewing leases will not incur an additional charge, provided there were no additional Tenant(s) occupying the home between the rental periods. If the Rental Registration Form is not filled out or found to be incomplete within fifteen (15) days after the Office postmarks a request for the information, a fifteen (\$15) late fee will be charged. All Owners of Lots that are leased hereby grant to the Association a power of attorney to enforce against the Lessee the provisions of the Project Documents and to enforce against the Lessee those provisions of such leases that relate to violations by the Lessee or by such Lessee's guests, employees or contractors of the Project Documents and to enforce the lease agreement (except those provisions that relate to the payment of rent). The power of attorney granted hereby authorizes the Association to take any lawful action to enforce the Project Documents and the lease agreement, including, without limitation, bringing actions at law or in equity and to recover from the Owner and/or the Lessee against whom any enforcement effort or actions are brought, the costs of enforcing the terms of the Project Documents and the lease with respect to violations thereof by the Lessee or by such Lessee's guests, employees, or contractors. The "costs of enforcing" shall include properly levied fines and penalties, penalty late fees and interest, costs of collection (including all legal fees incurred in matters where court action is not taken or where any action is taken but is resolved short of court action), attorneys' fees, court costs, property damage, etc.

If an Owner fails to pay their semi-annual dues before being deemed late or there is an unresolved violation of either the Owner or Tenant, the Key Fobs allowing use of the Common Area Facilities and Recreational Amenities will be deactivated until the outstanding balance is paid in full or the violation is resolved.

Every Lot Owner(s) must complete an Apache Wells Lot Owner Information Form. This form will allow the Association to have the current lot number, address, seasonal address, email address, telephone number, and emergency contact for each Resident.

**7.14. Noise Control**

Residents are required to observe "Quiet Hours" within the community between the hours of 10:00 p.m. and 6:00 a.m. Loud noises such as, but not limited to, radios, stereos, musical instruments, party activities, car horns, motorcycles, shouting, pet noises, etc. are not permitted during Quiet Hours. When these types of actions occur, Residents should contact the City of Mesa Police Department's non-emergency phone line at 480-644-2211 immediately to register a complaint. Neither the Board nor the Association's management team can enforce the law.

**7.15. Outside Speakers and Amplifiers**

No radio, stereo or other broadcast unit of any kind and no amplifiers or loudspeakers of any kind shall be placed, allowed or maintained outside, or be directed to the outside of the home without prior written approval and authorization of the Design Review Committee.

**7.16. Patios**

Lot Owners must keep their patios clean and free of litter, miscellaneous debris and animal waste. Rugs, etc., cannot be hung on the walls or over the shrubbery. Patios are not to have clutter, be used for additional storage, and patio furniture must not be unsightly. The Board through recommendation of Compliance has the sole and absolute discretion when to determine if patio furniture has become unsightly.

**7.17. Pets**

Only generally recognized household pets are allowed such as dogs, cats, hamsters, etc. No more than three (3) pets are allowed per Lot. No animals may be kept, bred, or maintained on the property for commercial purposes. Pets must be kept on a leash, carried, or crated, and under the control of the Owner or Resident when in the Common Areas or outside of the Lot at all times. A maximum six (6) foot leash is allowed for

**Apache Wells Homeowners Association, Inc.**  
**Rules and Regulations**

dogs that weigh more than fifteen (15) lbs. For dogs that weigh less than fifteen (15) lbs., an adjustable leash up to ten feet (10') in length is permissible. Pets are not allowed on softball/baseball field.

Pet Owners are responsible for cleaning up after their pets both within their Lot, and anywhere in the Common Areas within the Association. All pet waste must be picked up and disposed of properly and immediately. Pet Owners are prohibited from leaving bagged pet waste, including feces, in the Common Areas for others to pick up. Beautification volunteers will not pick up animal waste. Failure to pick up pet waste is a violation of the City of Mesa Ordinances and Owners may be subject to City penalties and an Association fine. The cost to repair any damage to the Common Areas caused by a pet will be assessed to the Owner of the Lot. Pet Owners are responsible for any personal injury or personal property damage caused by their pets. No pet may be tied to a tree, stake, fence, water line, faucet or any structure within the Common Areas of the Association at any time for any reason. Pet Owners must abide by the provisions of the Declaration and all City, State and County Animal Laws. All dogs brought to the Dog Park are to be fully vaccinated. Pet waste, including feces, is to be picked up by the Pet Owner prior to leaving the Dog Park.

**7.18. Seasonal Decorations**

Exterior seasonal decorations are permitted but may only be installed a maximum of thirty (30) days before a legally recognized holiday and must be removed within ten (10) days after such holiday. Decorations must be installed in a reasonable manner. Exterior string lighting is permitted for holiday decorations.

**7.19. Security**

The Apache Wells Security Patrol Inc. is a volunteer organization supported solely by donations. They patrol and assist the Residents and management of Apache Wells, Apache Wells 2, The Village at Apache Wells, Apache Wells RV Park, Apache Wells Community Church and Apache Wells Country Club. Security is on call 24/7 and can be reached at 480-641-9676. Patrol of the above-mentioned areas are during the evening hours. Security volunteers are not armed or trained police. Security does not enforce State, City or local laws. In the event of an emergency call 911 first, then Security. Security's mission is to help the Residents and management in any way that is possible. When assistance is needed, Security will do everything within their capability to help or get the help needed.

Lot Owners and Residents are responsible for their personal security and the security of their property. Nevertheless, the following procedures are designed to make community security more effective:

1. Community lighting is provided not only for appearance, but also for safety and security. Residents are required to immediately report any burned out bulbs in the Common Areas to Maintenance.
2. Burned out street lights should be reported to SRP at 602-236-4441. Have the number of the street light available. You can also report this online at <https://www.srpnet.com/customer-service/report-broken-street-light>.
3. Any unusual or suspicious activities should be reported to the City of Mesa Police Department on their non-emergency number of 480-644-2211.

**7.20. Storage**

Storage of any material by an Owner or Resident is not to be visible from neighboring property or from the street. Materials include boxes, shelves, ladders, building materials, miscellaneous parts of any kind, refrigerators and toys. Storage is not allowed in carport covered parking spaces. (This includes vehicles that are not operable or not current with State license plate tags.)

**7.21. Storage PODS and Trash Roll-offs or Soft-Sided Bags**

Homes that have a building permit issued through the Design Review Committee will work with the Committee on keeping lots clean and the placement of trash roll-offs or soft-sided bags. Individual Lot

## **Apache Wells Homeowners Association, Inc. Rules and Regulations**

Owners who may require a roll-off due to a remodel should contact the Office to get a permit for where to place dumpster or bag. Permit will be for two (2) weeks and can be renewed as needed.

Storage PODS also require a permit issued through the Office. Permits will be for two (2) weeks and can be renewed as needed.

### **7.22. Tenants**

Tenants, like Owners, are required to observe all Rules and Regulations that have been adopted by the Association. If you do not have a current copy of the Rules, please ask the Association or your landlord for a copy. It is required that a statement of this nature be included in the Tenant's lease and a copy of the Rules be attached to the lease. The Owner is responsible for the Tenants and their Guests' actions and behavior. The Owner is responsible for fees, fines, attorney costs, etc., that may be imposed or incurred due to Tenant noncompliance with the Rules or Declaration. Landlords are required to notify the Association of Tenant changes and complete a new Rental Registration Form for each new tenancy in order to allow the Association to maintain a current roster of the Residents. If you need additional copies of the Rules, they are available through the Association.

### **7.23. Trash Dumpsters**

Use your Key Fob to enter the trash dumpster area. Do not allow any vehicles to enter on your Key Fob behind you. Gates are open 6:00 a.m. to 6:00 p.m. You are required to bag your trash, break down your boxes, and place permitted large items inside the dumpsters. Please throw trash towards the back of the dumpster so that it does not become full as quickly. If a dumpster is full, please place your trash in another dumpster. **Do not leave trash outside the dumpster or enclosure as it will not be picked up.** Bulk pickup of large items at your residence is available the last Wednesday of each month and is included in your dues. Contact Waste Connections of Arizona before noon the Tuesday before to schedule pickup at 480-983-9100 or go online at <https://www.wasteconnections.com/arizona/residential-bulky-item-pickup/>.

Do not discard batteries, tires, oil, transmission fluid, or other hazardous waste in the dumpster or in the dumpster area. The City of Mesa has a hazmat area which should be used for these items. The proper disposal of this type of debris is the responsibility of the Lot Owner or Resident. The Association does not provide for the disposal of these items.

The Association requires that all trash containers be stored at your residence in an inconspicuous location, and to the degree possible, not visible from the street or from neighboring properties.

### **7.24. Vehicles**

#### **1. Emergency Access**

The Association is required to provide full access for emergency vehicles. Therefore, the Association requires all vehicles be properly parked when in the Common Area parking lot so that, in the event of an emergency, a large fire truck or other emergency vehicle may enter. On streets within Apache Wells or at a personal residence, no vehicle may be parked in such a way that it extends over the sidewalk or blocks another driveway.

#### **2. Guest Parking**

Guests must park in private parking areas of the Resident being visited or in the street. No Guest may park a vehicle in such a way that it blocks another Resident's driveway or extends over the sidewalk.

#### **3. Disabled, Abandoned and Inoperable Vehicles**

Vehicles that are disabled, have flat tires, are unregistered, unlicensed or are inoperable, etc., are not allowed within the Association for an extended time. Any vehicle obviously inoperable, in a state of

**Apache Wells Homeowners Association, Inc.**  
**Rules and Regulations**

disrepair and not moved for two (2) weeks will be considered abandoned, unless stored in an enclosed garage. Such vehicles may be subject to towing and impoundment at the Owner's expense. All vehicles must be properly licensed.

4. Expired Licenses

Vehicles that have expired license plates are considered inoperable and may be towed at the Owner's expense.

5. Prohibited Vehicles, Limited Parking Window, Commercial Vehicles

Residents shall not park, store, or operate any vehicle which is deemed by Compliance and the Board to unreasonably disrupt the peaceful and quiet enjoyment of other Residents. Buses, boats, trailers, motor homes, campers, mobile homes and recreational vehicles may be parked on the street or driveway for loading, unloading, and cleaning for forty-eight (48) hours. After forty-eight (48) hours, either request a permit at the Office for an additional three (3) days of parking in the designated Permit Parking area or move vehicle into the Resident's garage, compliant carport or to appropriate offsite storage. Resident's commercial vehicle is allowed provided it is parked so as not to disrupt surrounding neighbors. Trucks with a carrying capacity over one (1) ton are not allowed to be parked within the Association. Prohibited vehicles parked within the Association may be towed.

6. Mechanical Repairs

Only minor mechanical repairs and temporary emergency repairs to vehicles will be allowed in parking areas. Such repairs must be completed within twelve (12) hours. The surface of the residential parking areas is to be kept clean of grease and oil. Lot Owners will be assessed for any cleaning or repair to the Common Area parking lots caused by minor repairs or maintenance. Changing of oil or other vehicle fluids is not permitted in the Common Areas but acceptable inside residential garages. The overhauling of an engine is not permitted within the Association.

7. Washing Vehicles

Washing of vehicles is not permitted in the Common Area parking lots.

8. Motor Oil

Lot Owners and Residents must not allow oil or other vehicle fluids to drip or contaminate the Common Area parking lots, driveways, or City of Mesa streets. The Owner or Resident is responsible to keep his or her parking areas and driveway clean and free of vehicle contaminates.

9. Use of Neighbor's Driveway

No parking vehicles in neighbor's driveway in off season without permission.

**7.25. Window Coverings and Screens**

No aluminum foil, other reflective material, sheets, newspaper, window film, tinting, blankets, sports logos, tablecloths, or other materials shall be used for window or door coverings that are visible from the exterior of the home. All window coverings visible from any street, Common Area or neighboring Lot shall be those installed at purchase, or replacements as approved by the Design Review Committee.

In accordance with the Declaration and to maintain the architectural integrity of the Lots within the Association, all sunscreens must remain secured without any rips, tears or damage. All screens for the home are to be of the same color. It is the Owner's responsibility to maintain and replace window sunscreens that are damaged or showing signs of weather. All exterior sunscreens, awnings, roll-down security shutters, and the like require approval of the Design Review Committee. Spray painting of window and door sunscreens is NOT permitted.



## **8. ARCHITECTURAL and DESIGN REVIEW COMMITTEE RULES (DRC)**

### **8.1. General Rules**

1. Rules are intended to carry out the “Architectural Theme” of Apache Wells and enhance the overall appearance and property values and promote harmony within the community.
2. A Project Approval Request is required for all work to the exterior of a structure, as well as major landscaping work.
3. Projects undertaken without approval of the Design Review Committee may be subject to fines and enforcement action from the Association. Unapproved modifications may also cause delays for Owners attempting to sell their homes. Make sure you obtain approval from the Design Review Committee before pursuing a modification to your property.
4. No modification, alteration or replacement to an existing structure will be approved unless it complies with all applicable Rules, guidelines and Restrictive Covenants.

### **8.2. Structure Height Restrictions on New Construction and Manufactured Homes**

1. All new construction shall be limited to one story and shall not occupy more than one Lot.
2. Floor height in any new construction shall be limited to the average of the height of the floors in the homes on either side of the new construction.
3. All new construction shall be limited in height to sixteen feet from the floor level for all improvements and structures.

### **8.3. Maximum Lot Coverage (City of Mesa Code 4-10-01)**

1. Maximum Lot coverage is 45% for an enclosed structure.
2. An additional 10% coverage may be used for open wall structures, such as carports, awnings, screen porches and ramadas.
3. Lot coverage is measured by dividing the enclosed structure area by the Lot area.
4. Total Lot coverage may not exceed 55%.

### **8.4. Fence/Wall Requirements**

1. Materials
  - a. Acceptable: Wrought iron, masonry or combination thereof, and split rail fences.
  - b. Prohibited: Chain link and other wire fences and wooden fences other than split rail.
  - c. Vinyl is not recommended.
2. Height Requirements
  - a. For Non-Golf Course Lots:
    - i. The side yard wall or fence height must be no more than 36 inches, if masonry, or 42 inches if a combination of masonry and wrought iron.
    - ii. The rear yard wall or fence height must be no more than 60 inches high. The rear yard is the area across the back of the Lot as well as that portion which runs to the back of the structure.
    - iii. The side wall or fence, which runs from the back of the structure towards the front of the Lot is limited to 36 inches.
  - b. For Golf Course Lots:
    - i. The rear yard wall or fence height must be no more than 36 inches high, if masonry, wrought iron or split rail.
    - ii. The rear yard wall or fence height must be no more than 42 inches high if constructed of a combination of masonry and wrought iron.
  - c. Swimming Pool Fencing:
    - i. Swimming pool fences are only approved for existing pools or for those subject to a new Project Approval request.

**Apache Wells Homeowners Association, Inc.**  
**Rules and Regulations**

- ii. Swimming Pool Fences must be no shorter than 60 inches and no taller than 72 inches.
- d. Sight Barriers
  - i. Walls intended to hide objects immediately adjacent to the residence, such as air conditioner, heat pumps, water softeners, etc., may not exceed 60 inches in height.
- e. Fences
  - i. Fences must be permanent and not temporary.

**8.5. General Requirements**

1. Accessory building over 25 square feet shall be attached to the main structure and be of the same materials and appearance and have the same roof line as the main building or flow from the roofline. No upward jogs. They must be set on a concrete slab and bolted thereto. They must meet setback distances from Lot lines. Unattached storage sheds must be modified to conform to rules or removed.
2. Premanufactured tool or garden sheds must not exceed 25 square feet and must be secured to a fixed base or structure wall outside of a setback.
3. A registered survey is required for new construction.
4. Lookout towers or view decks are considered incompatible with the architectural theme of Apache Wells. Such decks and towers will not be approved.
5. Skirted (above ground) mobile homes are not acceptable and will not be approved for installation or replacement.
6. The natural slope of the land is to be maintained when placing a home so that it is not unnaturally higher than adjoining homes.
7. Golf netting is allowed on golf course Lots to a height of no more than 18 feet. Applications that seek netting exceeding 18 feet in height will not be approved. Only non-metal material netting will be permitted, and all netting must be inside the Lot lines. Golf netting may not be placed atop fences or walls. Netting, once approved, must be installed in professional manner. All installation is subject to Design Review Committee approval.
8. Air conditioners and heat pumps are not allowed on the roof of a dwelling unless the roof is flat and the heating or air conditioning unit can be placed so as not to be visible. Moreover, no air conditioning or heating units may exceed 16-foot height restriction.
9. Air conditioners, swamp coolers, furnaces, and heat pumps, etc., may not be placed in any setback area.
10. Any portion of a structure that overhangs a setback area must be limited to a maximum overhang of two (2) feet on side setbacks and three (3) feet on front and rear setbacks.

**8.6. Parking Requirements**

1. Parking is not permitted on gravel on any Lot. Driving a vehicle to a parking location is not permitted to cross gravel area.
2. Minimum of two parking spaces (each 9 feet by 18 feet) per single family home are required.
3. The parking spaces may not be in the front setback area on any Lot, or on the side setback, or on a corner Lot.
4. The Association's policy does not require doors on storage bays if the RV trailer is parked closer than 10 feet to the front of the enclosure. RV's may not extend out past the front of the enclosure.
5. If any RV port is being constructed, the floor elevation of the home should not be changed. If necessary, the RV Port should be depressed with a drain. A Lot that has natural elevation sufficient to allow the floor of the RV port to be slightly above street level is recommended.
6. The roof line of an RV port must flow from the ridgeline of the home. Upward jogs are not permitted. Ramadas Garages or carports that will accommodate RV parking are acceptable.

**8.7 Sample List of When Project Approval Request is Required**

1. Before any exterior change, addition or improvement is made to the structure or landscaping.

**Apache Wells Homeowners Association, Inc.**  
**Rules and Regulations**

2. If an exterior wall or roof support or roof overhang is to be moved, added or altered, including windows or doors.
3. Installation or construction of any structure on a Lot, including mail boxes.
4. Installation of any fence or wall.
5. Any change in elevation or slope of a Lot.
6. Installation of air conditioner/heating units on the exterior of a home.
7. For removal of an existing home.
8. For construction of a new home or replacement of an existing home.
9. Painting and repainting requests. For painting of new construction and existing structures, the application to the Design Review Committee must include color swatches that show main color and trim color.

**8.8 Licensed Contractors**

1. All Owners must provide the HOA Office with the Arizona Registrar of Contractors recorded license number for their contractor. The license provided must be in the contractor's name or self-owned company or their own limited liability company. The contractor cannot operate under another person's R.O.C. number. The R.O.C. number must be listed on the Project Approval Request form filed with the DRC and must be identified on any signage exhibited on the lot.
2. DRC Request form will only be approved if contractors are licensed, bonded and insured and proof is provided to the HOA Office.
3. It is Apache Wells Homeowners Association's intention to review all City of Mesa plans and permits issued for project work and enter this data into the Architectural software module to track. However, this does not relieve the Owner of the responsibility to ensure all paperwork or permits are in compliance with the City of Mesa.

**9. CLOSING**

THE RULES AND REGULATIONS OF THE ASSOCIATION ARE SUBJECT TO CHANGE AND/OR AMENDMENT AT ANY TIME BY THE ASSOCIATION'S BOARD OF DIRECTORS. VIOLATION OF THESE RULES AND REGULATIONS MAY RESULT IN, BUT IS NOT LIMITED TO, FINES, SUSPENSION OF VOTING RIGHTS AND SUSPENSION OF USE RIGHTS TO THE COMMON AREAS AND RECREATIONAL AMENITIES (i.e. pool, fitness center, pickleball court, bocce ball, etc.).

Any questions regarding the Association's Rules and Regulations; Declaration of Covenants, Conditions and Restrictions and any Governing Documents; or any general questions regarding the Apache Wells Community must be addressed to the management team or to the Board of Directors at a regularly scheduled Board meeting. Meeting schedules are posted on the Community bulletin board.

The Board of Directors and your neighbors "Thank You" in advance for your cooperation and making the Community a great place to live.

The BOARD OF DIRECTORS  
Apache Wells Homeowners Association, Inc.  
Effective November 10, 2022