



THE PLAZA RESIDENCES OWNERS' ASSOCIATION RULES AND REGULATIONS (March 2024)

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PREFACE TO THE RULES AND REGULATIONS

The Plaza Residences Owners' Association Rules and Regulations ("Rules and Regulations") were promulgated by the Board of Directors of The Plaza Residences Owners' Association ("Association") pursuant to authority provided by the Condominium Declaration and Declaration of Covenants, Conditions, and Restrictions for the Plaza Residences, a Condominium. The Rules and Regulations are binding upon all residents of The Plaza Residences, and their guests or invitees of the Association, including, but not limited to Unit Owners and tenants. Capitalized terms contained herein are to be given the same meaning as described in the Declaration.

The Board of Directors will receive comments and suggestions regarding the Rules and Regulations, in writing, addressed to the Association's statutory agent as registered with the Arizona Corporation Commission.

Residents are encouraged to report violations of these Rules and Regulations to the property manager via the Homeowners Complaint Form. Residents are further encouraged to resolve matters involving possible infractions of these Rules and Regulations affecting individual property rights among themselves before reporting as suggested above.

Anyone not adhering to the rules and regulations will be subject to fines and/or forfeiture and suspension of privileges.

Residents are advised to make copies for guests, as they will be subject to fines for the misconduct of their, guests, and/or invitees.

Landlords are advised to make copies for prospective tenants, as they will be subject to fines for the misconduct of their tenants, and their guests, and/or invitees.

Questions concerning the Rules and Regulations can be addressed to the Board of Directors by mail to the Association's statutory agent or by attending the regularly scheduled meetings of the Board.

The Board of Directors
The Plaza Residences Owners Association
March, 2024

SECTION 1

GENERAL PROVISIONS

AUTHORITY:

1. The Rules and Regulations of The Plaza Residences Owners' Association are promulgated pursuant to the Condominium Declaration and Declaration of Covenants, Conditions, and Restrictions for the Plaza Residences, a Condominium, at Article 6, Section 6.3, as well as the Bylaws of the Plaza Residences Owners' Association ("Bylaws") at Article III, Section 2.

DISCLOSURE:

1. Management and the Board of Directors (hereafter "the Board") has the exclusive right to enforce these Rules and Regulations. The Board may adopt any new rules or amend any section of these Rules and Regulations with a majority vote of all board members.

PREMISE:

1. The Association is a Condominium Development, and is designed to provide an enjoyable, uniform, and well-ordered residential atmosphere for its Unit Owners and tenants.

PURPOSE:

1. These Rules and Regulations are designed to provide board-approved, enforceable guidelines to The Association residents and a fair and equitable means of assuring a uniform and well-ordered environment.

APPLICABILITY:

1. These Rules and Regulations apply to each Unit Owner, residents, guests, tenants, and invitees. Any Unit Owner leasing or renting their Unit ("Landlord") is responsible for providing tenants with copies of Declaration and these Rules and Regulations and must ensure that their tenants acknowledge receipt of a copy of these Rules and Regulations at time of occupancy.

RECOURSE:

1. Unit Owners who are dissatisfied with any aspect of these Rules and Regulations may apply, in writing, to the Board through its designated management company agent, citing their objections with specificity. The Board will hear such objection(s) at the following board meeting or a special meeting. The Unit Owner may be invited to attend. This process is not to be confused with the appeals process for levied fines.

SECTION 2
UNIT OWNERS' MAINTENANCE RESPONSIBILITIES

RULES RELATING TO MAINTAINING UNITS TO HELP PREVENT WATER LEAKS:

1. Each Owner shall install steel-braided toilet tank fill hoses with steel connectors and ball valve shutoffs at the wall. These will replace any fill hoses with plastic connectors at the toilet tank and screw-type shut off valves.
2. Each Unit Owner shall install steel-braided washer hoses to replace any plain rubber hoses. Further, each Owner shall install steel connectors and ball valve shutoffs at the wall connecting any and all dishwashers and washing machines to their water supply.
3. Each Unit Owner shall install copper, steel braided, or nylon mesh tubing on icemaker refrigerators to replace any plain plastic tubing.
4. Each Unit Owner shall install steel braided hoses with steel connectors and ball valve shutoffs at the wall connecting any and all bathroom or kitchen sinks to its water supply.
5. Any Owner or occupant that leaves their Unit unoccupied for more than forty-eight (48) hours shall turn off the water to all toilets and the clothes washer in the Unit. Furthermore, the Owner or occupant shall turn off the water to other portions of their Unit to the maximum extent possible.
6. Each Owner shall provide the Association with the name, address and telephone number of an emergency contact, including both land line and cell phone numbers.
7. Each Owner shall have a licensed contractor undertake all plumbing repairs that become necessary within their Unit and otherwise comply with all applicable rules regarding contractors.
8. Owners and occupants shall immediately notify the Association of (a) any broken or leaking water pipes, toilets, clothes washers or hot water heaters and (b) of any water intrusion into the Buildings from the roofs or windows.
9. Each Owner shall visually inspect the water heater and expansion tank, if any, for leaks and corrosion on an annual basis. After the expiration of the warranty period for the water heater, on an annual basis, each Owner must have a licensed plumber check the water heater drain pan and drain line for debris, clean the drain pan and drain line as necessary, flush the water heater to prevent calcium buildup, and check the integrity and operation of the expansion tank. The Board or management agent shall establish a date for the Owners to complete such maintenance, and each Owner must provide proof of this maintenance to the Association within thirty (30) days from the established date.
10. Each Owner shall replace the water heater no less than once every twelve (12) years, and any expansion tank must be replaced no less than once every seven (7) years. Each Owner must provide proof of age and date of installation of the hot water heater and expansion tank to the Association within thirty (30) days from the date that the Association requests this information

through the Board or management agent.

11. Each Owner shall ensure that the portion of any HVAC condensation line that serves only their Unit is inspected and cleaned on an annual basis.
12. Each Owner shall install flood stops or substantially similar hardware on their appliances. Furthermore, after the expiration of the warranty period for any appliance, on an annual basis each Owner must have a qualified plumber or technician inspect the appliance and provide any needed maintenance. The Board or management agent shall establish a date for the Owners to complete such maintenance, and each Owner must provide proof of this maintenance to the Association within thirty (30) days from the established date.
13. The failure of an Owner to comply with these provisions shall be deemed negligence and neglect by that Owner under Sections 8.1 and 7.3(F) of the Declaration.

ADDITIONAL OWNER OBLIGATIONS:

1. Any Owner, member of the Owner's family, Owner's resident(s), tenant(s), or guest(s) is prohibited from throwing or flushing any foreign object (i.e., any item that is not intended to enter into the sewer/plumbing system) into the sewer/plumbing system, including but not limited to, female hygiene products and paper products, other than toilet paper.
2. Each Owner shall be responsible for the repair or service upon a sewer/plumbing line exclusively serving or uniquely related to his/her Unit at his/her own expense, whether or not such need for repair or service is caused by any foreign object or the like.
3. In the event that any foreign object (as discussed in Paragraph 1 of this section) has caused the need for repair or service upon a sewer/plumbing line that serves the Common Elements or forms part of any system serving more than one Unit, the cost of such repair or service shall be charged and assessed against such Owner and such assessment shall constitute a lien against the Owner's Unit.
4. Unit Owners shall clean the dryer vents servicing their Units at least every two (2) years to prevent fire hazards.
5. Each Unit Owner shall have a working fire extinguisher on hand within their Unit.
6. Each Unit Owner shall have working smoke detector(s) within their unit.

POLICY RELATING TO MOLD AND MOLD REMEDIATION:

1. As mold is not covered under the Association's insurance policy, the Owner of the Unit is responsible for all remediation of mold that occurs within a Unit. The Owner is also responsible for remediating any mold to the Common Elements or any Units if the damage is caused to either the Common Elements or Units by the negligence or willful misconduct or omission of the Unit Owner or his family members, guests, invitees, tenants, lessees or other occupants, or due to the Owner's failure to comply with any of the above provisions. If the Owner is responsible for remediating any mold as set forth in this paragraph. The Owner must provide the Association with certification that the mold has been properly remediated. Furthermore, the Owner is responsible for remediating any mold on any items contained within the Unit, including, but not limited to, costs of cleaning contaminated furniture, clothing or floor coverings. Additionally, the Owner is responsible for any other costs that may be associated with mold within the Unit, including but not limited to, the cost of alternate lodging or storage until the mold is remediated.
2. In the event that an Owner refuses to remediate the mold in the Common Elements or any Units which was caused by the negligence or willful misconduct or omission of the Unit Owner or his family members, guests, invitees, tenants, lessees or other occupants, or due to the Owner's failure to comply with any of the above provisions, the Board, an authorized representative of the Board, or of the manager or managing agent, or authorized contractor of the Association shall be entitled to reasonable access to each of the Units as may be required in connection with the mold remediation and shall have the authority to remediate such mold and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such Owner and such assessment shall constitute a lien against the defaulting Owner's Unit.
3. In the event that the Board, the manager, or managing agent, receives information of possible mold infestation, the Board has the right but not the obligation to test said questioned Common Elements or Unit(s). If mold is discovered and is the result of the negligence or willful misconduct or omission of the Unit Owner or his family members, guests, invitees, tenants, lessees or other occupants, or due to the Owner's failure to comply with any of the above provisions, all expenses to the Association, including but not limited to the cost of the testing shall be charged and assessed against such Owner and such assessment shall constitute a lien against the Owner's unit.

SECTION 3

ENVIRONMENTAL CONCERNS

DUMPSTERS:

1. All trash deposited in the designated trash receptacles ("Dumpsters") must be contained, i.e., in plastic/paper bags or boxes.
2. Large heavy objects, including, but not limited to appliances, furniture, sinks, toilets water heaters, cabinets, etc., may not be deposited in the Dumpsters. Unit Owners and Residents are responsible for ensuring that contractors who replace such items dispose of them in sanitary landfills. If Unit Owners or Residents dispose of such items themselves, the items must be disposed of in a sanitary landfill.
3. No hazardous materials or toxic substances may be deposited in the Dumpsters. This includes, but is not limited to, used automotive oils, pesticides, solvents, paint, and batteries.
4. Dumpster lids must be kept closed at all times before and after depositing trash. Residents are responsible for closing Dumpster lids after depositing trash.
5. All material deposited in the designated Dumpsters must comply with the list of commonly acceptable materials posted by the Dumpsters, from time to time.

TRASH:

1. No rubbish or debris of any kind can be placed or allowed to accumulate on any portion of the Condominium or Common Elements, and no odors shall be permitted to arise there from, which may cause unsanitary, unsightly, offensive, or detrimental damage to the Condominium or other Unit Owners, or occupants of a Unit at any time.

FIREARMS:

1. Discharge of firearms, including pellet and B.B. guns, or other missile weapons or fireworks are prohibited within the Association.

NOISE:

1. No exterior speakers, horns, whistles, bells, or other sound devices, except security or emergency devices, used exclusively for security or emergency purposes, can be located, used or placed on the Condominium.
2. No loud, noxious or offensive activity will be permitted in any part of the Unit, nor shall any activity be permitted which may be, or may become an annoyance or nuisance to other Persons or property within the Association or would interfere with the peaceful enjoyment of each Unit Owner or the occupants of a unit.

ODORS:

1. Pursuant to the restrictions set forth in Article 4, Section 4.13 of the Declaration, no use of items which are offensive by odor, flames, dust, smoke, noise, glare, heat, sound, vibration, radiation, or pollution shall be permitted in any part of the Condominium or Common Elements.

VEHICLE REPAIR:

1. No vehicle (including, but not limited to, those enumerated in the preceding sentences) shall be constructed, reconstructed or repaired on the condominium or any roadway or driveway or Parking Space therein or in a Garage Space.

SECTION 4
BUILDING / ARCHITECTURAL CHANGES

1. Pursuant to requirements set forth in Article 4, Section 4.8 of the Declaration, no modifications to Common Elements including improvements, alterations, painting, window replacements, repairs or other activities which in any way temporarily or permanently alter the exterior appearance of any property without written approval of the Board of Directors.
2. Any activity as described in Section 4, Paragraph 1, which in any way alters the exterior appearance of any property and which is commenced, made, or maintained by a Unit Owner, resident, or tenant without the prior written approval of the Board of Directors must be modified and approved by the Board of Directors, or be removed if deemed necessary by the Board of Directors. In the event of removal, the property must be restored by the Unit Owner to its original condition at the sole expense of the Unit Owner.
3. The Board of Directors may require the Unit Owner to retain an architect or engineer, licensed in Arizona, to certify that the addition, alteration, or improvement will not impair the structural integrity of any part of the Condominium. The Unit Owner may be responsible for any damage to other Units or the Common Elements, which are a result of the additions, alterations or improvements.
4. Unit Owners are required to apply for and provide proper construction permits and provide adequate insurance coverage to cover permitted and non-permitted construction work.
5. Residents are responsible for assuring that contractors or trades people do not discharge waste or debris onto Common Elements, or in the Association's Dumpsters. Unit Owners will be responsible for any costs of cleanup in addition to applicable fines.

SECTION 5

COMMON ELEMENTS

FRONT ENTRIES:

1. Front entries are common elements, and as such no personal items are allowed. The board will be lenient with the following items:
 - a. 1 or 2 Potted Plants, or 1 small Bench, or, 1 Small Bistro Set (ground floor units only)
 - b. Bikes - If unit is in an area with no bike rack

BALCONIES:

1. The exterior of balconies are common elements. No towels or any other items may be hung over balconies.

HOLIDAY DECORATIONS:

1. Holiday decorations may not be installed more than forty-five (45) calendar days prior to the holiday and must be removed within twenty (20) calendar days after that holiday.
2. The Board of Directors reserves the right to require architectural approval for any holiday decorations.

LIGHTING:

1. Residents shall not erect lighting that sheds bright, colored, or otherwise intrusive light into common areas or property of other Units or Unit Owners without prior written approval from the Architectural Committee.

WINDOW COVERINGS:

1. In no event will reflective material, such as foil, reflective screen or glass, mirrors or similar items, or with paper, bed sheets or other temporary coverings be permitted on the inside or outside of any window or other structure within the Condominium.
2. No enclosures, drapes, blinds, screens, or other items affecting the exterior appearance of a unit or Limited Common Element shall be constructed, installed or maintained without prior consent of the Board of Directors.
3. The exterior facing portion of any interior window covering shall be white or cream in color.

SIGNS:

1. Signs are not permitted on any part of the Unit or Condominium, which is visible for neighboring properties, except signs required by legal proceedings.
2. The Unit Owners may have one street address identification sign by the front door of the unit, which must be approved by the Board of Directors, if changed from original sign provided in the original construction.
3. A unit owner may have one (1) "for sale" or "for lease" sign no larger than 18" x 24" hanging

within an interior window. Any sign that is not commercially produced is prohibited.

4. No signs advertising an open house may be displayed on the Common Elements.
5. No political signs may be displayed earlier than seventy-one (71) calendar days before the date of an election and later than three (3) calendar days after an election day.

LANDSCAPING:

1. Unit Owners, residents and tenants are prohibited from placing or planting any type of plant within the Common Elements.

SOLAR, ANTENNAS, POLES, TOWERS, AND COLLECTION DEVICES:

1. No Solar collection or energy device or equipment, including solar water heaters, solar electrical generating units, solar ovens or cooking devices, may be placed or located on the roof, walls or any Limited Common area, if it is Visible from any Neighboring Property.
2. No antenna, aerial, satellite dish or other device for the transmission or reception of television or radio (including amateur or ham radio) signals of any kind or any electromagnetic radiation (antennas), telescopes or other optical devices, will be allowed to be placed or located on any Unit, roof, walls, or Limited Common Elements, if it will be Visible from Neighboring Property, without advance written consent of the Board of Directors.
3. The antennas whose installation is protected under federal law or regulations will be approved by the Board of Directors if the antenna is designed to assure minimal visual intrusion and the antenna complies with any Rules and Regulations adopted by the Board of Directors to the maximum extent feasible within the confines of applicable federal regulations without precluding reception of good quality.
4. The Board of Directors shall consider a written request for the installation of antennas whose installation or use is protected under federal law from the Unit Owner on an expedited basis and shall strive to render a decision within seven (7) days but in no event later than fourteen (14) days, from the date the completed application is submitted.
5. The maximum dish size is eighteen inches (18") in diameter or smaller and must be screened and located in an area approved by the Board of Directors.

HEATING, VENTILATING, AND AIR CONDITIONING UNITS:

1. No heating, ventilating, air conditioning, or evaporative cooler shall be placed, constructed or maintained on a Unit, Limited Common Area or any part of the Condominium, including the roof, or wall unless the equipment installed is fully screened from view of adjacent units by a parapet wall which conforms architecturally to the structure. All changes must have written approval of the Board of Directors.

SECTION 6
LIMITED COMMON ELEMENTS

GARAGES/CARPORTS:

1. The interior of any garage is to be kept in a neat and clean condition at all times. Garage doors are to be kept closed at all times, except for the entry or exit of vehicles or persons.
2. Garages/Carports are for Permitted vehicles and residential storage only and may not be converted, or used for living, recreational, vocational, commercial activities, or rented or used by nonresidents.
3. All garage doors are to be opened and closed using an automated garage door opener of the type approved by the Board of Directors. Each Owner is responsible to maintain his garage door, garage, and garage opener in operable condition.
4. Each owner must maintain his garage/carport so that one vehicle can park in the garage or carport.

PATIOS:

1. The following is a list of items that will be allowed / not allowed:
 - Furniture and other décor that is not permanently affixed to walls or ceilings is allowed
 - 1 Fan - Brown Only is allowed
 - Lights - LED Rope lights, facing inward. If on railings, must be affixed with brown or black zip ties, not screwed to rail are allowed
 - Blinds - 1 Brown only, 2 brown only on corner units are allowed
 - Other Décor (Nothing screwed into walls or ceiling) is allowed
 - Umbrellas are not allowed
 - Storage is not allowed
 - Gas BBQs are not allowed
 - Trash is not allowed

SECTION 7

PARKING AND VEHICLES

VEHICLES AND PARKING:

1. Pursuant to the restrictions set forth in Article 4, Section 4.7 of the Declaration, only private, non-commercial, passenger automobiles, sports utility vehicles, golf carts, motorcycles or pick-up trucks under one (1) ton in carrying load or capacity are permitted within the Association, except for moving vans, delivery trucks, service vehicles or other similar vehicles which are used for temporary services. Recreational vehicles, campers or trucks over one (1) ton are not permitted to park within the Association property and will be towed at the expense of the vehicle owner.
2. No vehicle, of any description, may obstruct vehicle or pedestrian passage in any way, especially sidewalks, as it creates a safety issue for pedestrian traffic and impedes access for persons with disabilities. Vehicles must fit within the designated painted parking lines.
3. Contractor/Service Vehicles may park temporarily in the Owner/resident's space belonging to the Owner/resident for whom they are providing services.
4. Any vehicle permitted temporarily on the Condominium pursuant to Article 4, Section 4.7 of the Declaration, is limited to parking no longer than twelve (12) hours at any one Unit. Those vehicles may not block adjacent Unit Owners, occupant's or resident's access to their assigned parking areas. Those vehicles are not permitted to be driven on sidewalks, grass areas, or any Common Element at any time and shall be subject to limitations identified in this Section 7.

PARKING LIMITATIONS:

1. The speed limit throughout the Association is 5 miles per hour.
2. Visitor Parking Spaces are defined as those spaces without a designated identification number.
3. Vehicles displaying "For Sale" signs are prohibited in the Visitor Parking Spaces.
4. Guests and other visitors may park in Visitor Parking Spaces only on a temporary basis, which cannot exceed seventy-two (72) hours in any one period, or a total of seven (7) calendar days in any month.
5. With the exception of the visitor parking spaces directly in front of the clubhouse, Unit Owners and Residents may park a maximum of one (1) vehicle, per unit, in Visitor Parking Spaces and will not be subject to the time restrictions for guests and visitors as defined in Section 4, above. Requests by Owners and Residents for permission to park any additional vehicles in Visitor Parking Spaces must be made in writing to the Community Manager and approved.
6. No vehicle in non-working order or unlicensed/unregistered may be parked within the Association at any time.
7. The Board has the right to have any vehicle or other item of equipment towed away at the expense of the vehicle owner, if the vehicle or equipment is in violation of any limitation contained in this Section 7.

SECTION 8
ANIMALS (PETS)

1. Each animal present in the community for three (3) or more consecutive days or for twelve (12) or more days in any twelve (12) month period is subject to the registration requirement set forth herein.

2. No animal may become a nuisance to other residents of the complex, whether due to noise, odors, or any other reason. The Unit Owner shall reimburse the HOA for any expenses of repairing damage to the Common Elements caused by any pet residing in or visiting the Unit. Reimbursement is in addition to any applicable fines.

3. The HOA must be notified in writing and all HOA requirements satisfied **before** the pet may be brought to the complex. The failure to give advance written notice to the HOA is an independent violation of the pet policy and makes the Unit Owner subject to a fine, even if the pet would otherwise satisfy all the requirements. The HOA has adopted the following fine schedule when the HOA determines that a fine rather than immediate legal action is appropriate:

FINES FOR UNAUTHORIZED ANIMALS	FINES FOR AUTHORIZED BUT UNREGISTERED ANIMALS
First week (or part thereof) - \$300 per animal	First week (or part thereof) - \$30 per animal
Second week through ninth weeks - \$100 per animal per week (or part thereof)	Second week through ninth weeks - \$15 per animal per week (or part thereof)
Tenth and succeeding weeks - \$250 per animal per week (or part thereof)	Tenth and succeeding weeks - \$25 per animal per week (or part thereof)

Fines will continue until the violation is corrected. The fines are in addition to any other legal action the HOA may take; the HOA reserves the right to take immediate legal action without first assessing a fine.

4. No person shall take any action that might reasonably be expected to attract stray animals to the complex.

5. Litter boxes must be indoors. They may not be placed on any balcony or in any other outdoor area. Pet litter must be bagged before disposal. Fines of up to \$50 per incident may be imposed.

6. Animals are to be fed indoors. Animal food is not to be left on any balcony or in any other outdoor area. Fines of up to \$50 per incident may be imposed for violations.

7. The Unit Owner shall always be responsible for violations, fines and expenses related to an animal residing on or visiting his or her Unit, even if the violation was caused by a tenant or guest.

8. Dogs, cats, domesticated birds, and fish are allowed in a Unit only if they are kept as pets and not for any commercial purpose. Other animals are not permitted without advance, written approval from the HOA, which may be withheld in the sole and absolute discretion of the Board. Farm animals and exotic pets are prohibited.

9. No more than two pets (other than fish) are allowed in any one Unit.

10. Additional requirements for dogs and cats:

a. A clear, up to date photo of each dog and cat must be kept on file with the HOA.

b. If the local government requires that an animal be licensed and/or have shots (currently

the case for dogs but not cats), then the Owner is required to provide proof of current license and vaccination status to the Association upon request.

c. Dogs and cats must wear collars with ID tags including a name and phone number for the owner of the animal.

d. Dogs must weigh 40 pounds or less. (Note: If a dog first acquired as a puppy outgrows the weight limit, it must be removed from the complex.)

e. Dogs and cats shall be kept on a leash not to exceed six (6) feet when outside a unit (transport cages are an acceptable alternative). Owners may be fined for each sighting of a pet outside the unit without a six (6) foot leash. Pets are not allowed to be left unsupervised on patios, balconies, or garages.

f. Per section 4.1 of The Plaza CC&R's - Animals are not allowed to defecate or urinate in the Common Elements. This includes, but is not limited to, grassy areas adjacent to the sidewalk. Cleaning up after the animal does not remedy the violation. It is the owner's responsibility to walk the dog away from the complex. Fines of up to \$50 per incident may be imposed.

2018 ADDENDUM:

Pursuant to section 4.5 of the CC&R's, **the board voted unanimously in favor of a variance**, due to hardship, to the portion of Section 4.1 of the CC&R's that states "No unit owner or any tenant, lessee, or guest of a Unit Owner shall permit its household pets to relieve themselves on any portion of the Common Elements or Limited Common Elements".

The variance is:

"No unit owner or any tenant, lessee, or guest of a Unit Owner shall permit its household pets to relieve themselves on any portion of the Common Elements or Limited Common Elements, **with the exception of the granite areas**".

g. Animals are not allowed to defecate or urinate in and/or on Limited Common Elements such as patios and garages.

11. All animals must be on leashes at all times when on Common Elements and must be under the complete control of their owners or handler. The leash length may not exceed six (6) feet.

12. Fish - Residents may keep reasonable numbers of aquatic animals within an indoor aquarium without advance notice to or approval of the HOA.

13. Birds - Residents may keep one domesticated bird indoors. A clear, up to date photo of each bird must be kept on file with the HOA.

14. The Property Manager shall have no authority to grant exceptions to any pet policy; any exceptions must be granted by the Board.

SECTION 9

SWIMMING POOL AREA

Management and/or the board of directors reserves the right to deny the use of the pool/spa area to anyone or to close the pool or spa at any time at its sole discretion.

USE:

1. Users enter the pool area at their own risk and must observe the rules posted at the pool, as well as these Rules and Regulations.
2. Only Residents and their guests are to use the swimming pool area.
3. The swimming pool area includes all amenities within the fenced area including BBQs, and Spa.
4. Persons with health or heart disorders, or pregnant women should consult a physician before using the spa, and proceed at their own risk.
5. A minimum of a 4-footwide unobstructed perimeter must be maintained at all times, around the pools and spa.

IDENTIFICATION:

1. Persons must be able to provide proof of residency, with photo ID. Guests of residents must provide unit number, owner information, as well as owner contact information.

AGE LIMITS:

1. Due to health and safety concerns, a parent, guardian or adult companion, who is familiar with the pool rules, must accompany children under fourteen (14) years of age in the swimming pool area.
2. Due to health and safety concerns, children that are five (5) years of age, or under are prohibited from using the spa.

CONDUCT:

1. Running, diving, or any other excessive play that would endanger the safety and pleasure of other pool users are prohibited, as are the damaging of pool equipment and furniture.
2. Chairs and tables may not be saved or reserved. All towels and personal items left unattended will be removed.

FOOD AND DRINK:

1. Food is permitted within the swimming pool area, however the Unit Owner or residents using the pool area must clean the facility of all food and debris before leaving the swimming pool area. Beverages are permitted, provided no glass containers are used. Drugs and/or other intoxicants are prohibited. All refuse must be deposited in the trash containers provided.

SMOKING/VAPING:

1. Smoking and vaping are prohibited within the swimming pool area.

POOL GATE:

1. The swimming pool area gates must be kept closed and locked at all times. Swimming pool users must not open the gate for anyone who is not a resident of their Unit or their personal guests. Climbing over the pool gate or fence is prohibited.

HOURS:

1. The swimming pool area hours are from 6:00 am to 10:00 pm. The swimming pool area is closed from 10:00 pm to 6:00 am.

LIFEGUARD:

1. No lifeguard is on duty at The Plaza Residences pool.

NOISE:

1. Noise at the pool that may disturb surrounding residents or guests is prohibited. Residents using the pool must ensure that family and guests observe these and all other rules. Music and/or electronic devices are to be used with headphones only.

PARTIES:

1. Private pool parties are not permitted. The pool must be available for all residents and their guests at all times during regular pool hours and cannot be restricted for private use.

ANIMALS:

1. Animals are not allowed inside the fenced swimming pool area. Service dogs, as defined under the ADA, are allowed provided they do not enter the pool or spa. Depositing aquatic animals or animals of any kind into the pool, temporarily or otherwise, is prohibited.

OILS:

1. No soaps or oils allowed. Suntan oil application should be minimized, to preclude tile/filter residue accumulations resulting in costly maintenance. Residents or guests using the swimming pool must shower prior to entering the pool.

POOL CLOTHING/ATTIRE:

1. Proper attire is required. Swimming suits only. Incontinent persons must wear tight fitting rubber or plastic pants, or a swim diaper, and infants and toddlers must wear swim diapers, to prevent contamination of the pool.

RESTROOMS:

1. Once in the pool area, the restrooms do not require a key for entry. Residents should advise their children to use these facilities, and any children under 10 years of age should be accompanied by an adult.

SKIMMERS AND POOL EQUIPMENT:

1. Skimmers must not be tampered with. Ladders, railings, life-saving equipment or pool furniture must not be used for swinging, playing, or exercising.

TOYS:

1. Toys or objects with sharp edges, which could cause injury, are prohibited. In addition, toys or other items, which are subject to disintegration, are not allowed in the pool.

VANDALISM:

1. Theft, damage to or submersion of deck chairs, chaises, tables, umbrellas, etc. is prohibited.

GUESTS:

1. Each Unit will be allowed a maximum of four (4) guests at the pool at any given time. All guests must be accompanied by an adult resident.

SECTION 10
CLUBHOUSE AND FITNESS CENTER

USE:

1. Only Residents and their guests are to use the clubhouse and fitness center. The clubhouse and fitness center are for non-commercial activities. Use including, but not limited to, training seminars or group training sessions are prohibited.
2. The clubhouse must be rented by residents for any kind of party or function. The clubhouse rental agreement must be completed and submitted to the office of the Association's management agent, and approved by management or the board of directors. Clubhouse rentals do not include the exclusive use of the business center, theater, pool table, or conference room.

IDENTIFICATION:

1. Persons must be able to provide proof of residency, with photo ID. Guests of residents must provide unit number, owner information, as well as owner contact information.

AGE LIMITS:

1. Due to health and safety concerns, a parent, guardian or adult companion, who is familiar with the clubhouse and fitness center rules must accompany children under fourteen (14) years of age in the clubhouse and fitness center areas.

CONDUCT:

1. Activities other than fitness activities are prohibited in the fitness center.
2. Residents and guests using the fitness center must wipe down all equipment after using, with the wipes provided.

FOOD AND DRINK:

1. Food and beverages are permitted within the clubhouse area, however, residents and/or their guests must clean the facility of all food and debris before leaving the clubhouse area. Drugs and/or other intoxicants are prohibited. The Clubhouse is open from 6:00 am to 10:00 pm daily.
2. Beverages are permitted within the fitness center. All refuse must be deposited in the trash containers provided. Drugs and/or other intoxicants are prohibited. Fitness center is open from 5:00 am to 10:00 pm daily.

SMOKING/VAPING:

1. Smoking and vaping are prohibited within the clubhouse and fitness center.

ANIMALS:

1. Animals are not allowed inside the clubhouse or fitness center. Service dogs, as defined under the ADA, are accepted provided they are not allowed on the clubhouse furniture or on the fitness center equipment.