

# **Caribbean Gardens Association Rules and Regulations**

Caribbean Gardens is a small neighborly community where owners take great pride in the environment and appearance of the property. Our rules and regulations help ensure that all our residents enjoy our casual lifestyle while maintaining our property values.

The following rules and regulations apply to all owners, residents and guests. For further clarification, please refer to your Corporate documents. Failure to comply with the Corporate documents shall constitute a violation.

The Management is authorized and instructed to issue violation notices and assess penalties in accordance with the Association's Corporate documents, including these rules and regulations.

As of January 1, 2002, all owners must apply for an architectural control variance for improvements and decorations that do not currently have written Board approval.

## Contents

1. Definitions.....	3
2. Animals and Other Livestock (Pets).....	3
3. Architectural Control.....	3
4. Architectural Guidelines.....	4
5. Antennas and Satellite Dishes .....	4
6. Cooking Equipment Outdoor Use and Storage .....	4
7. Use of Common Elements.....	4
8. Occupancy and Emergency Information Registration.....	4
9. Grievances.....	4
10. American with Disabilities Act Compliance .....	4
11. Personal Property and Liability Insurance.....	5
12. Landscaping and Gardening .....	5
13. Laundry Facilities, Use and Care of Common Room.....	5
14. Lawful Use and Damages.....	5
15. Leasing of Units .....	5
16. Nuisances .....	6
17. Patio, Balcony and Front Entries.....	6
18. Holiday Decorations and Lights .....	6
19. Rules and Regulations .....	6
20. Recreation and Other Equipment Storage .....	6
21. Signs/flyers.....	7
22. Sports and Indoor/outdoor Recreational Activities .....	7
23. Storage of Supplies.....	7
24. Storage Lockers 18 Through 40 .....	7
25. Swimming Pool.....	7
26. Trash/refuse.....	8
27. Vehicles, Driveways, Parking Area and Vehicle Repairs .....	8
28. Violations .....	9
29. Walls, Fences and Interior/exterior Portions of Units .....	9
30. Yard and Estate Sales .....	9
31. Exhibits .....	9

## **1. Definitions**

- A. "ARS" is defined as Arizona Revised Statutes.
- B. "Association" is defined as the Caribbean Gardens Association.
- C. "Board" is defined as the Board of Directors of the Association.
- D. "Corporate" is defined as the Covenants, Conditions and Restrictions (CC&R) and any amendments, Articles of Incorporation, Bylaws, Rules and Regulations and Approved Minutes of the Board of Directors of the Caribbean Gardens Association, an Arizona Corporation.
- E. "Management" is defined as the Management Company assisting the Board with management of the property.
- F. "Resolution" is defined as the formal written adoption of a policy by the Association.
- G. "Unit" is defined as a condominium located within the Caribbean Gardens property.

## **2. Animals and Other Livestock (Pets)**

- A. Registration of pets:
  - a. No animal may be kept, bred or maintained for commercial or humanitarian purposes.
  - b. All pets must be licensed, and tags worn at all times when outside units, in accordance with ARS and City of Phoenix ordinances. Pets must also receive rabies vaccination when they reach the age of six months.
- B. Pets weighing more than 40 pounds are prohibited. Grandfathering ceases when the pet dies.
- C. Disturbances: Animals may not be left unattended on patios or balconies, in the common elements, or tethered in the common elements.
- D. Indoor pets: Owners with solely indoor pets must provide sanitation and cleaning to guarantee the air quality is free and clear of any noxious substances, residue, odors and/or other toxic substances or residue, such that no air is transmitted to the common elements or other units.
- E. Sanitation: Efforts shall be made to walk dogs only in the perimeter of the property. Perimeter areas are indicated on Exhibit A. Owners must immediately clean up waste completely and dispose of it in a sealed bag or container.
- F. Assistance or service animals: The Association complies with United States laws regarding assistance or service animals.
- G. Leash law: Pets must be kept on a leash of no longer than 10 feet or must be carried in accordance with City of Phoenix ordinances.
- H. Limitation on number of pets (cats, dogs or birds): No more than two animals or pets per unit are permitted. Grandfathering ceases when the number of pets decreases to two.
- I. Owners are to maintain control of their pets at all times, including barking, jumping on residents or guests and aggressive behavior towards other animals.

## **3. Architectural Control**

- A. Architectural control shall be applied in accord with the Resolution adopted by the Board on August 8, 2001, attached as Exhibit B appended and made a part of these rules and regulations.
- B. Owners are prohibited from making any repairs and/or alterations to individual residential units, including structural, electrical or plumbing repair, or other replacements or remodel or new additions to any interior or exterior system or device which connects to the common construction and/or infrastructure system components. Repair or replacement of major appliances, flooring, existing toilets, sinks/vanities, ceiling fans or light fixtures may occur without submitting an Architectural Variance Request Form.

- C. All proposed work must be submitted in writing to Management and receive prior written approval in accordance with Exhibit B of these rules and regulations.

## **4. Architectural Guidelines**

- A. A list of pre-approved items which are contingent upon Management receiving an Architectural Variance Request Form, is included in the attached Exhibit C.

## **5. Antennas and Satellite Dishes**

- A. Visible radio, television, satellite, or other type of antennas are permitted, with their location subject to architectural control approval prior to installation. Encroaching on common elements is strictly prohibited.

## **6. Cooking Equipment Outdoor Use and Storage**

- A. Use: Outdoor cooking equipment of any type may not be used on any portion of any first-floor patios or second-floor balconies of the complex, nor within 10 feet of any flammable wall, surface or structure.
- B. Storage: Outdoor cooking equipment is permitted to be stored on patios or balconies when fully enclosed by a fire-proof cover.

## **7. Use of Common Elements**

- A. The common elements shall be used only for the purpose for which they are designed and intended in the furnishing of services and facilities related to the enjoyment of the residential units.
- B. Nothing shall be constructed, removed or altered in or on the common elements, except in accordance with the terms of the CC&Rs.
- C. Utilities include electricity, water, air conditioning, natural gas, and solid waste removal. The cost of these services is included in the monthly Association fees paid by owners. Every owner or resident has a responsibility to ensure Association-provided services are not abused. Conservation is everyone's responsibility.
- D. The use of portable indoor and/or window air conditioning units is strictly prohibited.
- E. The use of electric- or fuel-powered space heaters, including patio heaters, is strictly prohibited.

## **8. Occupancy and Emergency Information Registration**

- A. Unit occupancy: Each unit shall be occupied by a single family as a residence and for no other purpose without prior approval of the Board. Each unit shall have exclusive use of the carport(s), parking space(s), balcony and/or patio (if any) and storage locker associated with the unit.
- B. Emergency information: All owners and tenants are required to complete and file a unit registration form with Management prior to taking occupancy of any unit. Registration shall be required annually.

## **9. Grievances**

- A. Any resident with a grievance or complaint regarding service or other matters concerning a residential unit within the property should report the matter in writing to the Management. Submission of grievances will be signed, dated and include pictures of the grievance, when possible. Submission will be accessible by violator/owner, through Management, within five business days, upon request.

## **10. American with Disabilities Act Compliance**

- A. The Association complies with all ARS and United States federal laws as they apply to this Association.

## **11. Personal Property and Liability Insurance**

- A. Personal property, liability and injury insurance coverage is the sole responsibility of the owner.
- B. Insurance certificate requirements: On an annual basis, all owners/residents will provide Management with a Certificate of Personal Property insurance, demonstrating the insurance policy is in force.
- C. See ARS Title 33 Chapter 9 Article 3 (Insurance) for additional information. This information may be accessed at the following website which will reflect annual changes to the law, if any: <https://www.azleg.gov/arstitle>.

## **12. Landscaping and Gardening**

- A. Trimming, removing or otherwise altering common element landscaping must be performed by the designated landscaping contractor and/or members of the Association landscaping committee or a designated representative, unless specifically authorized by the Board.
- B. Picking of flowers located on the common areas is not permitted.
- C. Watering hoses may not be left unattended when watering plants with common elements faucets. Watering hoses may not be left in walkways or common elements after use and shall be stored on available stands.
- D. Herb gardens are allowed in the common elements, i.e., in raised, block flower beds and on private patios and balconies.

## **13. Laundry Facilities, Use and Care of Common Room**

- A. Only residents are permitted use of the common laundry facilities.
- B. No commercial laundry or laundering of chemically treated items is allowed in the washers.
- C. Washers are to be cleaned after each individual use, and lint removed from dryers.
- D. Evaporative cooler may only be operated by an authorized individual.
- E. No smoking is permitted in the laundry facility.
- F. Only service animals are permitted in the laundry facility.
- G. Entry door is to be kept locked at all times and lights turned off when not in use.

## **14. Lawful Use and Damages**

- A. No immoral, improper or unlawful use shall be made of any residential unit or the common elements, or any portion thereof, and all applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- B. Damage and misconduct by owners, residents or guests: Owners will be required to pay for any damage caused by their negligence or misconduct in the common elements, such as damage to the pool area, landscaping, fencing, lighting or an adjoining unit.

## **15. Leasing of Units**

- A. No unit shall be rented/leased, in accordance with the amendment approved by the Board on November 27, 2004. Units purchased before the approval date of the amendment are grandfathered.
- B. Owners are solely responsible to complete, sign and file the Owner Information Form with Management.
- C. The Association has the right to notify an owner of a potentially hazardous or toxic condition in a unit if the Association has knowledge of such a potentially hazardous or toxic condition.

## 16. Nuisances

- A. No nuisance, unsightly object, obstruction, obnoxious or offensive odor, activity or condition, nor any activity or condition which is the source of annoyance to or which interferes or threatens to interfere with, the peaceful possession and enjoyment of any unit or the common elements or any portion thereof shall be allowed upon or in any unit or the common elements, or any portion thereof. All parts of each unit and the common elements shall be kept in clean and sanitary condition. No rubbish, refuse, or garbage or other noxious substances shall be allowed to accumulate, nor shall any fire hazard be allowed to exist.
- B. No use of unlawful/illegal drugs will be permitted on the property.
- C. No large wind chimes, gongs, or items producing excessive noise levels may be added to any patio, balcony, or on common elements. Excessive noise is defined as noise measuring above 60 decibels, i.e., the noise level of a normal conversation.
- D. Bird feeders are not permitted on the property, with the exception of hummingbird feeders.

## 17. Patio, Balcony and Front Entries

- A. Due to safety issues, no cardboard boxes and household items are to be stored on patios, balconies or front entries.
- B. Patios, patio walls, balconies and front entries must be kept clean, neat and free of debris, including empty planters and dead flowers/plants.
- C. It is the responsibility of each resident to maintain the general appearance and cleanliness of patios, balconies, entry ways, stairwells and handrails and to keep them free from any obstruction, such as furniture or items stored under stairwells.
- D. Personal clothing, laundry items, pool towels, rugs, etc., may be left to dry for one day or overnight.
- E. Household items or furniture may not be stored on patios, balconies or under stairwells.
- F. The sound volume of televisions, stereos, radios or any other electronic devices must be set so their sound is not heard in connecting units and in the common elements. As a reminder, City of Phoenix quiet hours are 10:00 p.m. to 7:00 a.m.

## 18. Holiday Decorations and Lights

- A. Outdoor winter holiday lighting, including solar-powered lights, and decorations are permitted only for the period of November 20 through January 31 of the following year.
- B. Decorations for other holidays throughout the year are permitted in moderation one week prior to the respective holiday and removed no later than the week following the respective holiday.
- C. All authorized holiday lighting must be turned off during daylight hours (sunrise to sunset).
- D. Solar-powered lamps are approved for use on patios and balconies.

## 19. Rules and Regulations

- A. Reasonable rules and regulations concerning the use of units and the common elements may be adopted from time to time by the Board. A 30-day notice is required to be sent to all owners before the revisions take effect. This notice may be sent electronically.

## 20. Recreation and Other Equipment Storage

- A. Bicycles and tricycles may be stored on patios and balconies.
- B. No exercise equipment or other household equipment may be stored on patios, balconies or the exterior of a unit.

## **21. Signs/flyers**

- A. No signs or flyers may be posted or distributed in or on any common elements, or in any unit location visible from the exterior.
- B. Signs or flyers are permitted to be posted on the approved bulletin board and in the laundry room. Contact the Board Secretary for posting.
- C. For Sale signs supplied by real estate agents must be installed in accordance with instructions to be provided by Management or Board members.
- D. Political signs are permitted in unit windows.
- E. See ARS Title 33, Chapter 9, Article 3 (Flag display; for sale, rent or lease signs; political signs and activities; applicability) for additional information. This information may be accessed at the following website which will reflect annual changes to the law, if any: <https://www.azleg.gov/arstitle>.

## **22. Sports and Indoor/outdoor Recreational Activities**

- A. Damage to buildings, lighting, windows, trees and landscaping, etc., from playing in the common elements, or violations to the rules and regulations will be the responsibility of the owner whose family member, resident or guest caused the damage. Any expenses incurred by the Association for repair or replacement will be charged to the owner of the unit.
- B. No use of bicycles, tricycles, scooters, roller-skates, roller-blades, skateboards, etc., is permitted within the property.
- C. No ball playing is permitted within the property.
- D. No climbing of trees, fences or gates, buildings, roofs, barbecue structure, trash dumpster or other appurtenances is permitted within the property.
- E. Basketball hoops and other similar sports equipment are not permitted within the property.

## **23. Storage of Supplies**

- A. No resident shall permit anything to be kept in their unit, assigned storage space, or in the common elements which would jeopardize insurance coverage of the buildings or contents, or which would be in violation of the Association Corporate documents.

## **24. Storage Lockers 18 Through 40**

- A. Storage lockers 18 through 40 are located in a room below ground surface. Due to circumstances beyond the control of the Association, some water may extrude onto the floor of these units. Users are required to take the appropriate security measures to prevent any item in the storage lockers from being damaged by water. Owners are advised to obtain appropriate personal insurance coverage.

## **25. Swimming Pool**

- A. Pool hours are from 9:00 a.m. until 9:00 p.m.
- B. Pool use is at your own risk, no lifeguard is on duty.
- C. Running on the pool deck is expressly forbidden.
- D. No food is permitted within the pool enclosure.
- E. No smoking is permitted within the pool enclosure.
- F. Beverages within the pool enclosure must be in a plastic container or cans with non-detachable tabs and must be disposed of in the trash cans provided upon leaving the pool enclosure.

- G. Water toys are to be kept to a reasonable amount in the water at any one time and may not interfere with any other pool user.
- H. Battery-operated music equipment operated with personal earphones is permitted. No loud, obnoxious noise is permitted.
- I. Games and pushing or throwing anyone or any item into the pool is prohibited.
- J. Nudity is strictly prohibited. Only swimming attire is permitted in the swimming pool, i.e., swim trunks, swim/bathing suits.
- K. Sunbathing is not permitted on the common elements, except in the pool enclosure. Sunbathing is allowed on patios and balconies.

## **26. Trash/refuse**

- A. Use of the common dumpster(s) is only permitted for normal household refuse.
- B. All refuse must be placed in sealed containers for deposit in the common dumpster to maintain sanitary conditions.
- C. No furniture, non-ordinary household items, appliances or construction debris are permitted to be placed in or adjacent to the dumpsters.
- D. All cardboard boxes must be broken down to a flat surface.
- E. All construction debris removal is the responsibility of the contractor performing the work. The unit owner is responsible for ensuring adherence to this rule by the contractors.

## **27. Vehicles, Driveways, Parking Area and Vehicle Repairs**

- A. The speed limit is 10 miles per hour within the property boundaries.
- B. All vehicles on the property must display a valid vehicle license plate and annual tags. The vehicle must be in drivable condition. Vehicle make, model and license number must be provided to Management.
- C. Vehicle washing is not permitted anywhere on the property.
- D. Residents are allowed to park in the guest parking area for up to, but not exceeding 30 minutes to unload heavy and bulky items. After unloading, resident vehicles must be moved to their assigned parking space. Abuse of this privilege may result in termination of such privilege.
- E. All residents are responsible for instructing visitors, vendors or delivery personnel to park in guest-designated parking spaces. Non-compliant vehicles will be towed.
- F. Residents have the exclusive right to their assigned parking spaces. Violators will be towed.
- G. Residents are permitted to own and park two motor vehicles per unit, unless otherwise authorized by Management, in consultation with the Board.
- H. No parking is permitted on any portion of driveways within the property boundaries. Violators will be towed.
- I. All vehicles are to be contained within their parking space boundaries and may not restrict access or present a hazard to any adjoining spaces, driveways or the property.
- J. Motorhomes, campers, trailers, oversized vans, trucks, stretch limousines, boats and recreational vehicles may not be permanently parked nor stored within the property boundaries. Such vehicles may be temporarily parked in the front guest parking area for a period not to exceed three days, unless authorized by Management.
- K. No vehicle repair is permitted on the property other than for emergency purposes, i.e., dead battery, flat tires, windshield replacement, etc.



## **28. Violations**

- A. Penalties and fines shall be applied in accordance with the Board Resolution adopted on November 30, 2019 and made part of these rules and regulations and attached as Exhibit D.
- B. All penalties will be assessed to and become a part of the legal responsibility of the owner.
- C. Courtesy letters are sent to alleged violators prior to assessment of fines, offering violators the opportunity to provide an explanation or remedy the violation.

## **29. Walls, Fences and Interior/exterior Portions of Units**

- A. Painting of any exterior surface of a unit is not permitted.
- B. No common wall may be penetrated more than two inches, nor may anything be attached to such common walls which would produce noise or vibrations.

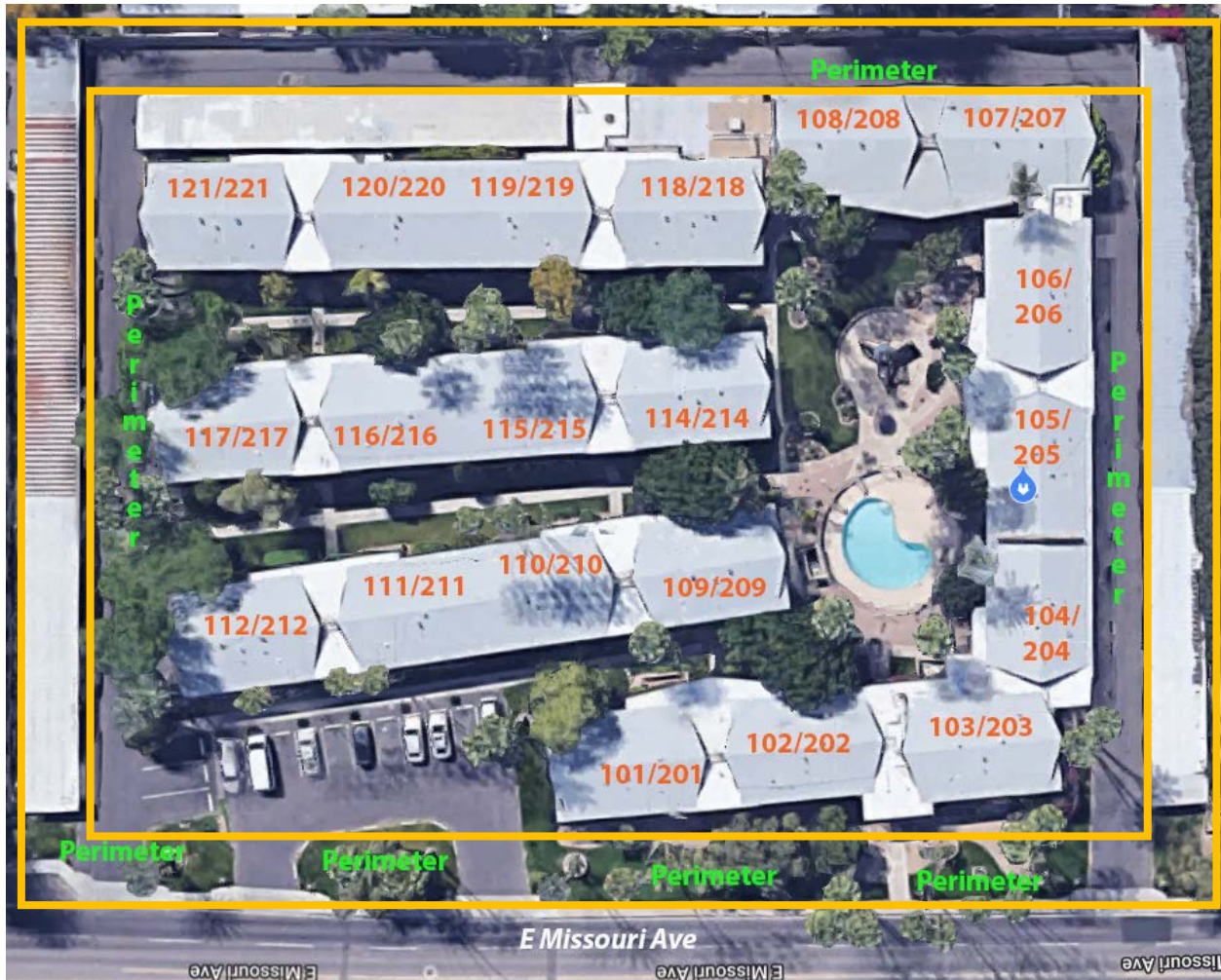
## **30. Yard and Estate Sales**

- A. Yard and estate sales will only be permitted as all-resident events and will be held in our common elements at specific dates to be determined by the Board.

## **31. Exhibits**

- A. Exhibit A, Location of Perimeter Areas for Pet Use
- B. Exhibit B, Architectural Control Policy
- C. Exhibit C, Architectural Guidelines, Revised 8 October 2019
- D. Exhibit D, Violation Enforcement Policy

# EXHIBIT A



REFERENCE: 2. E

E. Sanitation: Efforts shall be made to walk dogs only in the perimeter of the property. Perimeter areas are indicated on Exhibit A. Owners must immediately clean up waste completely and dispose of it in a sealed bag or container.

# CARIBBEAN GARDENS ASSOCIATION APPLICATION FOR DESIGN REVIEW

All applications for exterior changes to your residence must be submitted to the Caribbean Gardens Association's Architectural Design Review Committee/Board of Directors. The Association's Covenants, Conditions and Restrictions (CC&Rs) require that a homeowner obtain the prior written approval for any structural change, alteration or addition to property within the community.

Please note that approved applications must be completed in a timely manner. A project completion date is required on the Application. If additional time is required for you to finish your project, an extension request is listed on the second page of these forms. **EACH REQUEST REQUIRES ITS OWN APPLICATION.**

**To comply with the CC&Rs, please submit this application with all the required attachments to:**

Caribbean Gardens Association  
c/o Vision Community Management  
16625 S Desert Foothills Pkwy • Phoenix, AZ 85048  
Phone: (480) 759-4945 • Fax: (480) 759-8683  
Email: CaribbeanGardens@WeAreVision.com • Website: www.wearevision.com

If you have not received any form of communication from the Committee or the Association after (30) days, please call the Community Manager for a status update.

Homeowner's Name: \_\_\_\_\_

Homeowner's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Lot or Unit #: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

The undersigned hereby submits its Application for Design Review to the Architectural Committee or the Board of Directors of Caribbean Gardens Association for review and approval of the following item(s):

\_\_\_ Installation of flooring: \_\_\_\_\_

\_\_\_ Addition of: \_\_\_\_\_ to/on the patio/balcony

\_\_\_ Structural change to the unit: \_\_\_\_\_

\_\_\_ Other (please specify): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CARIBBEAN GARDENS ASSOCIATION  
APPLICATION FOR DESIGN REVIEW  
PAGE TWO**

Attached please find plans and/or specifications of the above marked items for application, which includes (if appropriate):

- Dimensions (height, width, length)                       Sample of color(s) to be used
- Drawings     Plant type and location
- Samples or descriptions of materials to be used       Type of material
- Photographs or sample elevations for a visual picture of the proposed project
- Person doing installation/work: \_\_\_\_\_

Licensed contractor:  Yes     No

Expected completion date: \_\_\_\_\_

Please notify me at \_\_\_\_\_ if you have any questions. I understand that should the application not be complete in order to determine approval or disapproval, the Architectural Committee or Board will disapprove the Application and return it to me with a statement for the disapproval. The owner agrees to comply with all applicable City, County, and State laws and to obtain all necessary permits. This application and the drawing will be retained for the Association's records.

COMPLETION DATE EXTENSIONS are available if required. If this application is requesting an extension what is that date: \_\_\_\_\_

Homeowner's Signature \_\_\_\_\_ Date: \_\_\_\_\_

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**FOR ASSOCIATION USE ONLY**

**Caribbean Gardens Association Architectural Committee or Board of Directors**

- Approves the above application
- Approves the above application with the following conditions: \_\_\_\_\_

Disapproves the above application for the following reason(s): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Received	Mailed to Committee	Received from Committee	Mailed to Homeowner
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# CARIBBEAN GARDENS ASSOCIATION

## RULES AND REGULATIONS CC&R VIOLATION AND ENFORCEMENT POLICY

Caribbean Gardens Association has established the following Enforcement Policy for Covenants, Conditions and Restrictions (CC&R's) violations enforcement, and any applicable monetary penalties for continuing violations. This Policy will be deemed part of the Association Rules and is subject to amendment or modification at any time by majority vote of the Board. This Enforcement Policy for non-monetary violations is adopted in accordance with Arizona Law and the provisions of the CC&R's and Project Documents, as currently in force and effect. The Board of Directors hereby approve the following policy at a duly called meeting of the Board on June 25, 2018.

### **First Notice**

A first notice will be sent to the owner of the property outlining the violation. In the event that the owner of the property is identified as an absentee owner, a copy of the notice may also be sent to the tenant at the property address. The owner will be given twenty-one (21) calendar days to bring the violation into compliance. The first notice shall include a warning that if the violation is not cured within twenty-one (21) calendar days, a fee of forty (40) dollars shall be assessed, which is comprised of an initial monetary penalty of twenty-five (25) dollars plus a certified mailing fee of fifteen (15) dollars. This letter shall also state that the owner may petition the Department of Real Estate pursuant to ARS 32-2199.01.

### **Second Notice and Assessment of Initial Monetary Penalty**

A second notice will be sent if the owner has not complied with the first notice, or if the violation has returned or has been repeated. The second notice will inform the owner that a fee has been assessed in the amount of forty (40) dollars, which is comprised of an initial monetary penalty of twenty-five (25) dollars plus a certified mailing fee of fifteen (15) dollars. The second notice shall also include a warning that if the violation is not cured within twenty-one (21) calendar days, a fee of sixty-five (65) dollars shall be assessed, which is comprised of an additional monetary penalty of fifty (50) dollars plus a certified mailing fee of fifteen (15) dollars.

### **Third Notice and Assessment of Additional Monetary Penalty**

A third notice will be sent if the owner has not complied with the first and second notices, or if the violation has returned or has been repeated. The third notice will inform the owner that a fee has been assessed in the amount of sixty-five (65) dollars, which is comprised of an additional monetary penalty of fifty (50) dollars plus a certified mailing fee of fifteen (15) dollars. The third notice shall also include a warning that if the violation is not cured within twenty-one (21) calendar days, upon each subsequent inspection where it is found that the violation is still not cured, a fee of one hundred fifteen (115) dollars shall be assessed, which is comprised of an additional monetary penalty of one hundred (100) dollars plus a certified mailing fee of fifteen (15) dollars.

**Additional Monetary Penalty**

After the imposition of the initial monetary penalty and the additional monetary penalty, another monetary penalty, in the amount of one hundred fifteen (115) dollars, which is comprised of another additional monetary penalty of one hundred (100) dollars plus a certified mailing fee of fifteen (15) dollars, may be assessed upon subsequent inspections if the owner has not corrected or removed the violation, or if the violation is repeated or has returned. Inspections will be conducted to coincide with the terms of the notices.

**Certified Mailing Fee**

In addition to the monetary penalties there will be a fifteen (15) dollar certified mailing fee assessed per violation.

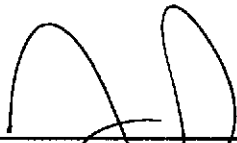
**Should a period of time of at least ninety (90) calendar days lapse between violation letters of the same offense, the next letter will be a first notice again.**

**Exception to Notice Procedure**

Violations posing a threat to the health, safety, and welfare of the community as a whole or any one or more other owners may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; an escaped pet; or a collapsed structure or tree blocking the road or drivers' lines of vision.

**Opportunity to be Heard**

The Association recognizes each owner's right to explain the reasons why there is a violation of the CC&R's or the other Project Documents, particularly if the violation results in an assessment. Before any fee is assessed, an owner has the opportunity to request a hearing before the Board of Directors. The owner must provide timely written request for a hearing. If the hearing is scheduled, and attended, the owner is bound by the decision of a majority of the Board.



\_\_\_\_\_  
For Caribbean Gardens Association

8.26.18

\_\_\_\_\_  
Date