

**SORRENTO HOMEOWNERS ASSOCIATION  
CHANDLER, ARIZONA  
RULES AND REGULATIONS  
Adopted: \_\_\_\_, 2025**

**Purpose:** The following Rules and Regulations for the Sorrento Homeowners Association have been adopted by the Board of Directors per Section 3.4 of the CC&Rs for the purpose of enhancing and perfecting the value, desirability and attractiveness of the "Property" in our neighborhood.

These Rules and Regulations are intended to condense and clarify for your use the most commonly incurred Use Restrictions and provisions of the CC&Rs.

If any portion of these Rules and Regulations conflict with the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, or Bylaws, the Declaration shall prevail over the other three documents with the second preference to the Articles of Incorporation, the third preference to the Bylaws and the lowest to the Rules and Regulations. Should any provision be found invalid, all other provisions are intended to continue in full force and effect. The enforcement provisions and procedures stated in these Rules and Regulations shall be applied to all Use Restrictions (Conditions) of the CC&Rs whether or not they are separately delineated herein. These Rules and Regulations supersede all previously editions of the Rules and Regulations in their entirety. The revisions made in this edition are for clarity and/ or to conform with State or Federal laws enacted after January 1, 2025.

**Definitions:**

"Visible from Neighboring Property" shall mean, with respect to any given object, visible to a person six feet tall, standing on any part of neighboring property at an elevation no greater than the elevation of the base of the object being viewed, except as otherwise noted herein.

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**PROPERTY USE**

1.     **Residential Use:** No trade or business may be conducted on any Lot or in or from any Property, except that an Owner or other Resident of a Property may conduct a business activity on a Property so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Property; (b) the business activity conforms to all applicable zoning ordinances or requirements for the Association; (c) the business activity does not involve persons coming on to the Lot other than on an infrequent basis nor does it involve the door-to-door solicitation of Owners or other Residents in the Association; and (d) the business activity is consistent with the residential character of the Association and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other Residents in the Association, as may be determined from time to time in the sole discretion of the Board.
  
2.     **Leasing:** No Owners who took ownership of a Lot after [insert date CC&R amendment is recorded] may rent his/her Lot for a period of less than thirty (30) days. For Property Owners that lease, rent or otherwise allow other family or non-family persons (tenants) the exclusive use of their property, and who reside at another offsite location, the Property Owners shall complete and submit to Sorrento HOA the Rent/ Lease/ Offsite Owner Notification and Information form within thirty (30) days of the start of such agreement. (Form Attached).
  
3.     **Machinery and Equipment:** No machinery or equipment of any kind shall be placed, operated or maintained upon the Property except usual and customary equipment and machinery in connection with the use, maintenance or construction of permitted improvements, and except that which the Association may require for the operation and maintenance of the Common Area.
  
4.     **Temporary Occupancy:** No temporary building, structure or vehicle of any kind shall be used as a residence either temporary or permanent.
  
5.     **Walls and Fences:** Each Owner of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use does not interfere with the use and enjoyment thereof by the other Owner. Surfaces of party walls or party fences which adjoining Property may be planted against, painted, maintained and used by the adjoining Owners. If such surfaces are viewable from public streets or the

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Common Area, the color scheme shall not be changed without the prior written consent of the Architectural Committee via the Architectural Change Submittal Form. Notwithstanding anything to the contrary in the CC&Rs, there shall be no impairment of the structural integrity of any party wall or party fence without the prior written consent of the Board.

6. **Health Safety and Welfare:** In the event uses, activities and facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners or residents, the Board may make rules restricting or regulating their presence as part of the Association Rules or may direct the Architectural Committee to make rules governing their presence on Lots as part of the Architectural Committee Rules.

### **LANDSCAPING**

1. **Maintenance or Lawns and Plantings:** All yards visible from the street shall be maintained by their Owners free of weeds and debris, lawns shall be neatly mowed and trimmed, bushes shall be trimmed and dead plants, trees, or grass shall be removed and replaced. Winter lawns are not required.
2. **Drainage Easement:** There is hereby created a blanket easement for drainage of groundwater on, over and across the Common Area. No Owner shall obstruct, divert, alter or interfere in any portion of the Property. Each Owner shall at his own expense maintain the drainage ways and channels on his Lot in proper condition free from obstruction.

### **CONTAINERS**

1. **Trash Containers and Collection;** No garbage or trash shall be placed or kept on any Property except in covered sanitary containers. In no event shall such containers be maintained so as to be "Visible From Neighboring Property" except to make same available for collection. Containers shall not be placed visibly for collection before 5PM of the day before scheduled collection and shall be removed from visibility before noon of the day after scheduled collection. For Containers only, Non-Visible is defined herein as inside a garage or behind a closed back yard gate, even though the gate is not required to have slates to obscure visibility.

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**STORAGE**

1. **General:** All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon.
2. **Nuisances/ Construction Activities:** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to a Lot and no odors or loud noises shall be permitted to arise or emit therefrom, so as to create a nuisance, render any such Property or any portion thereof or activity thereon unsanitary, unsightly, offensive or detrimental to the Lot or person in the vicinity thereof. The Board in its sole discretion shall have the right to determine the existence of any violation of this Section and its determination shall be final and enforceable as provided for in Section 10.1 of the CC&Rs.
3. **Diseases and Insects:** No Owner or resident shall permit anything or condition to exist upon the Property which shall induce, breed or harbor infectious plant diseases or noxious insects.

**SIGNS**

1. **Signs:** No signs whatsoever which are visible from neighboring property shall be erected or maintained on any Lot except: 1) as allowed pursuant to A.R.S. §33-1808, 2) signs required by legal proceedings, or 3) residence identification signs

**PETS**

1. **Animals:** No animal or fowl, other than a reasonable number of generally recognized house or yard pets, shall be (a) maintained on any Lot and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes; or (b) be permitted to make unreasonable amount of noise, or create a nuisance. No structure for the care, housing or confinement of any animal or fowl, shall be maintained so as to be "Visible From Neighboring Property".

**COMMON AREA USE**

1. **Permitted Uses:** The Common Area shall be used in general for the exclusive benefit of the Owners, for the furnishing of services and facilities for which the same are reasonably

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intended and for the enjoyment to be derived from such reasonable and proper use, without hindering the exercise of or encroaching upon the right of any other Owner to utilize the Common Area, provided that no unlawful use shall be permitted.

2. **Restricted Uses:** The Common Area shall not be used by Owners for storage of supplies, material or personal property of any kind. Except as otherwise provided in the CC&Rs, no activity shall be carried on nor condition maintained by any Owner upon the Common Area which spoils the appearance of the Property or hinders or encroaches upon the right of any other Owner to utilize the Common Area as reasonably intended.

3. **Damage or Destruction of Common Area by Owners:** In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, or agents, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall, to the extent required under local law, be paid by said Owner, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in the CC&Rs for collection and enforcement of assessments.

## **VEHICLES**

1. **Trailers, Boats, Aircraft, and Motor Vehicles:**

A. No motor vehicle classed by manufacturer rating as exceeding 3/4 ton, mobile home, trailer, camper shell, boat, boat trailer or hang glider or other similar equipment or vehicle may be parked, stored, maintained, constructed, reconstructed, or repaired on any Lot, street, or Common Area, Visible From Neighboring Property within the Property, provided, however, the provisions of this section do not preclude the parking in garages or on driveways of (a) pickup trucks of not exceeding 3/4 ton capacity (with or without camper shells) provided the height of such pickup truck and camper shall not exceed seven (7) feet, or (b) mini motor homes or other recreation vehicles which do not exceed seven (7) feet in height or eighteen (18) feet in length, if those vehicles described in (a) and (b) are used on a regular and recurring basis for basic transportation. However, parking of trailers, motorhomes, pickups with camper shells, boat/trailer or similar equipment or vehicle will

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be allowed on the street or driveway only during active loading and/ or unloading of those vehicles. Overnight parking is not allowed.

B. No automobile, motorcycle, motor bike, motorized hang glider, or other motor vehicle shall be constructed, reconstructed or repaired on any Lot, street, or Common Area within the Property and no inoperable vehicle may be stored or parked so as to be Visible From Neighboring Property, except in the event of an emergency.

C. Motor vehicles and trailers that do not exceed nine (9) feet in height and do not have a manufacturer's rating of over (1) ton, may be parked in a Home Owner's back yard where accessibility allow, providing the vehicle is used on a regular and recurring basis.

D. Car Cover Usage. Car covers may only be used when a vehicle is parked in the driveway. The cover must be of a color scheme that complements the exterior of the house. The car cover must be in good condition and free from tears, fading, or damage. The cover may only be used on a vehicle that is regularly driven and not for the purpose of long-term storage of a vehicle.

2. **Sidewalks:** No motorcycles or motor driven vehicles (except lawn maintenance equipment) shall be operated on any walkways or sidewalks within the Property.

3 **Parking:** For the safety of our residents the Board recommends to reduce on-street parking as much as possible, but parking on public streets is controlled by the City of Chandler. Vehicles of all Owners, residents, guests and invitees should be kept in garages, carports or residential driveways. Parking, partially or completely, is NOT permitted on desert or lawn landscaping or sidewalks. Note: Chandler City Code also allows parking only on paved surfaces.

### **ENFORCEMENT**

Enforcement of the CC&Rs and these Rules and Regulations shall be as stated in Article X of the CC&Rs.

Owners of Lots deemed responsible by the Board shall be notified via U.S. Mail as to the violation of these Rules and Regulations and/or the CC&Rs. Charges incurred by the Association in making any repairs or maintenance shall be borne by the Owner and shall be paid to the Association on demand with interest of twelve percent (12%) or the prevailing interest rate, whichever is higher accruing from the date of demand until paid in full. Any sum not paid by the Owner shall be pursued via necessary legal action, including but not limited to Small Claims Court. All legal costs will be included in the legal action.

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**1. For All Violations EXCEPT VEHICLES**

Owners of Lots deemed responsible by the Board for Non-Damage violations of these Rules and Regulations or CC&Rs shall be notified via a U.S. Mail Friendly Reminder Letter specifying the particular condition(s) / violation(s) that exist, and give notice to the Owner of such Lot that unless corrective action is taken within fourteen (14) days of the date of the Friendly Reminder Letter, the Board may take, at such Owner's cost, whatever action is appropriate to complete compliance including, without limitation, appropriate legal action. If the condition/violation continues to exist or exists again fourteen (14) days or more after the date of the Friendly Reminder Letter, but within one year of the initial violation the Board shall initiate the following sequence of Violation Notices. Each Violation Notice shall specify that the condition shall be corrected in seven (7) days and not exist again or the next in sequence Violation Notice shall be forthcoming. If the condition exists again at any time during the next twelve (12) months the next in sequence Violation Notice shall be forthcoming. If the condition does not exist again during a twelve (12) month period, but thereafter, a Friendly Reminder Letter will be sent before the sequence of Violation Notices shall be restarted.

1<sup>st</sup> Courtesy Notice

2nd Notice stating that a fine will be assessed, if not corrected.

3rd Notice assessing a \$25 fine, and stating that the next Notice is a \$50 fine.

4th Notice assessing a \$50 fine, and stating that the next Notice is a \$100 fine.

5th Notice assessing a \$100 fine, and stating that the next Notice is a \$100 fine.

6th Notice assessing a \$100 fine, and stating that the next Notice is a \$100 fine.

Additional Violation Notices assessing a \$100 fine will be sent as defined above.

Any sum not paid by the Owner shall be pursued via necessary legal action, including but not limited to Small Claims Court. All legal costs will be included in the legal action.

**2. For VEHICLE VIOLATIONS**

Owners of Lots deemed responsible by the Board for Non-Damage vehicle violations of these Rules and Regulations or CC&Rs shall be notified via a U.S. Mail Friendly Reminder Letter specifying the particular condition(s) / violation(s) that exist, and give notice to the Owner of such Lot that unless corrective action is taken within ten (10) calendar days of the date of the Friendly Reminder Letter, the Board may take, at such Owner's cost, whatever

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action is appropriate to complete compliance including, without limitation, appropriate legal action. If any Vehicle condition(s)/violation(s) continues to exist or exists again ten (10) days or more after the date of the Friendly Reminder Letter, but within one year of the initial violation the Board shall send the Owner a Violation Notice letter stating that a \$100.00/day fine has been assessed. Each Violation Notice shall specify that the condition shall be corrected immediately, and not exist again or the next Violation Notice letter shall be forthcoming stating that another \$100.00/day has been assessed. If the condition exists again at any time during the next twelve (12) months another \$100.00/day Violation Notice shall be forthcoming. If the condition does not exist again during a twelve (12) month period, but thereafter, a Friendly Reminder Letter will be sent before the \$100.00/day fine Violation Notice sequence shall be restarted.

Violation Notice assessing a \$100/day fine

Additional Violation Notices assessing a \$100/day fine will be sent as defined above.

Any sum not paid by the Owner shall be pursued via necessary legal action, including but not limited to Small Claims Court. All legal cost will be included in the legal action.

**Right to Petition for a Hearing with the Board:** Any Owner who has received a Violation Notice shall have the right to a hearing before the Board of Directors. Request for such hearing MUST be made in writing via U.S. Certified Mail to the Board of Directors, Sorrento HOA, or by email to the community manager, within twenty-one (21) days of the date of the issuance of the notice. The Board will advise the Owner of the date, time and place of the hearing. Failure to apply for a hearing within the twenty one (21) days allotted will constitute an acceptance of the notice or fine and no further appeal may be made.

A written request for a hearing does not relieve the Owner from the requirement to correct the condition nor shall it interrupt the sequence of Violation Notices.