

Mirage Crossing Resort Casitas Homeowners Association Rules and Regulations

(Approved by the Board May 27, 2025)

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Mirage Crossing Homeowners Association

Community Rules and Regulations

Mirage Crossing is a common interest community, occupied by Unit Owners or their lessees, each of whom is entitled to the same degree of courtesy and consideration. The facilities in the Common Elements are jointly owned. In all aspects of the Common Elements, the Association strives to maintain a consistent and well maintained appearance. All Owners and Residents, have a proprietary interest in the maintenance of the premises and the enjoyment of its facilities.

The quality of life in a common interest community depends in large part on how Residents conduct themselves. The Mirage Crossing Condominium Covenants and Regulations (hereinafter referred to as CC&Rs) outline specific guidelines for day-to-day living. Without these regulations, and a means to enforce them, the community living experience would be less orderly and predictable. **(Reference CC&Rs Article 6.3)**

The Board of Directors has adopted the following rules and regulations to help ensure that the community will always be an attractive, highly valued, safe, harmonious, and desirable place to live.

These Rules and Regulations do not supersede or change the CC&Rs. They are, however, enforceable under the law. Although certain privileges and obligations inure only to Unit Owners, the Rules and Regulations apply, but are not limited to, all Owners, Residents, Guests, and service providers. Any expenses, including attorney's fees incurred by the Association in enforcing these rules and regulations, may be assessed to the respective Unit Owner, and charged to his/her account as part of his/her share of the Common Expenses.

Article 1 - Use of building units (Reference CC&Rs Articles 4.0, 4.14)

1.1 All units will be used as single-family residences only.

1.2 Unit Rentals (Reference CC&Rs Articles 3.2 B, 6.6)

- 1.2.1 -Unit rentals - Maricopa County law requires that all landlords register their units with the local County Assessor's Office (480-312-2546 - Scottsdale office).
- 1.2.2 -Rental term will be NO LESS than 30 calendar days. No portion of a Unit, which is less than the entire Unit, may be leased.
- 1.2.3 -Per the Scottsdale Fire Department code, no more than four (4) persons may reside in a two (2) bedroom unit or a two (2) bedroom/den unit and maximum occupancy is limited to six (6) in a three (3) bedroom unit;
- 1.2.4 -All leases must be in writing and leases must contain a provision providing notice to the lessee(s) that the terms of the lease are subject to the provisions of the Condominium Documents.
- 1.2.5 Any Owner who leases their Unit must provide the following information to the Association with respect to each tenancy:
 - Names and contact information for each adult occupying the Unit.
 - Beginning and ending dates of tenancy.
 - Information regarding the tenants' vehicles.
 - Confirmation that an up-to-date copy of the Association's CC&Rs and Rules and Regulations has been delivered to the occupants of the unit.
- 1.2.6 -A copy of the CC&Rs and Rules and Regulations for the Community must be left in the unit for easy access by the lessees.
- 1.2.7 -In making any lease, the Unit Owner is not relieved of any obligations under the CC&Rs or Rules and Regulations including but not limited to payment of assessments;

Article 2 - Animals / Pets (Reference CC&Rs Article 4.1)

2.1 All Pet rules pertain to visiting pets as well as those living full-time in the Community

2.2 Maintaining pets for commercial purposes is prohibited

2.3 Types of Pets

- 2.3.1 -The number of dogs, cats, and birds, in any combination, is limited to two (2)

2.4 Common Elements Pet Rules

- 2.4.1 -Pet droppings must be cleaned up and disposed of immediately using a plastic bag by those walking the pet. Pet waste must be disposed of in the pet waste stations or large trash bins situated throughout the community and not in trash containers at BBQ stations.
- 2.4.2 -No pet structure for the care or housing of any pet may be maintained on any portion of the Common Elements or Limited Common Elements.
- 2.4.3 -No animal may be tied or staked outside of a unit or left unattended on a balcony or patio.
- 2.4.4 - No pet food or litter boxes may be left outside of a unit on a balcony or patio or any portion of the Common Elements or Limited Common Elements.
- 2.4.5 -All dogs and cats must be "leash walked" on a leash that does not exceed 6 feet in length; No animal is allowed outdoors while not on a leash.
- 2.4.6 - All animals must be kept under the control of their owner at all times while in the Common Elements. Acts of aggression by animals are prohibited.
- 2.4.7 -Birdfeeders of any kind are prohibited in the Community.

Article 3 - Garbage and Garbage Dumpsters (Reference CC&Rs Article 4.2)

3.1 Garbage

- 3.1.1 -All trash must be placed in secured plastic bags and deposited inside a garbage dumpster inside a dumpster enclosure.
- 3.1.2 -No trash can be placed outside the dumpster, thrown over the dumpster enclosure walls or left inside of the dumpster enclosure not in the dumpster itself.
- 3.1.3 -Large bulky items including but not limited to computers, monitors, television sets, furniture, appliances, mattresses, crates, fitness equipment, all flooring and construction debris may not be placed in dumpster or dumpster area.
Residents, moving personnel or contractors must haul away all items that have been removed or replaced in a unit.
- 3.1.4 -Hazardous/combustible items may NOT be disposed of in dumpsters.
- 3.1.5 -Large boxes must be broken down (flattened) before placing inside a dumpster, and
- 3.1.6 -Except during access, dumpster lids are always to be kept closed and the doors to the dumpster enclosure are to be secured.

Article 4 - Vehicles (Reference CC&Rs Articles 4.7)

4.1 Approved Vehicles

- 4.1.1 -Allowable vehicles are those considered non-commercial automobiles, sport utility vehicles, golf carts, motorcycles and pick-up trucks not exceeding one-ton carrying load; and
- 4.1.2 -non-allowable vehicles include, but are not limited to mobile homes, motor homes, boats, RVs, all-terrain vehicles, trailers, stand-alone machinery and equipment, campers, permanent tents, and vehicles exceeding one-ton carrying load.

4.2 Approved Vehicle Use

- 4.2.1 - Commercial vehicles may not be kept on the premises, except if parked within a fully enclosed garage or for government employees as allowed by law. For purposes of this section, the term “commercial vehicle” shall mean any vehicle that has an aggregate of one hundred forty-four (144) square inches or more of any type of signage, design or lettering for advertising visibility, commercial utility racks or ladder racks located on the vehicle or work equipment or a toolbox stored on the vehicle that is visible from the outside of the vehicle.
- 4.2.2 - All vehicles must be registered and have a valid government license tag.
- 4.2.3 - Vehicle washing is not permitted anywhere on property. Repairs and maintenance, such as changing of oil or tuning of engines is only permitted within a fully enclosed garage with the garage door closed.
- 4.2.4 - Speed Limit and Parking
 - The speed limit within the Condominium complex is 10 miles per hour.
 - On street parking is NOT permitted. VEHICLES PARKED ON THE STREET ARE SUBJECT TO IMMEDIATE TOWING AT THE OWNER'S EXPENSE.
 - Visitor vehicles parked in visitor spaces in excess of the 72-hour limit or seven nonconsecutive days in a month limit are subject to a fine and/or towing at the owner's expense.
 - RESIDENTS ARE NOT PERMITTED USE OF VISITOR/GUEST PARKING SPACES. Additional parking spaces are available for rent by residents in a unit with more than 2 vehicles
 - Vehicles not in operating condition that are not parked in a garage will be subject to towing.

Article 5 - Common Elements

5.1 Common Elements Use (Reference CC&Rs Article 3)

- 5.1.1 -Owners who are in good financial standing and are in compliance with the Condominium Documents and occupants of said Units may use the Common Elements of the Association which include but are not limited to the pool, the clubhouse, the barbecues, the fitness center, the visitor parking areas and the landscaped areas
- 5.1.2 –The Association shall be the sole judge as to the management and necessary maintenance, repair and replacement of the common elements. No owner or other occupant shall be permitted to install or leave fixtures, personal property and equipment, planters, bird feeders, landscaping features or other similar items on the common elements.
- 5.1.3 – Installation of Holiday decorations and lights on Common Elements is the sole responsibility of the HOA and is not permitted by residents. Resident installation of holiday decorations and lights is ONLY permitted within the unit and within their Limited Common Elements. Exterior decorations permitted ONLY during the time period between U.S. Thanksgiving and Jan 10th following the Holiday Season.
- 5.1.4 – Residents are allowed to display a flag under the following guidelines:
 - Maximum ONE flag per unit
 - Flags may be displayed at front door or patio/balcony door of unit ONLY and attached to the wooden door frame using an appropriate mount to hold flag firmly in place.
 - Mounting on stucco surface is not permitted
 - The following are the ONLY flags permitted:
 - a) American Flag
 - b) POW/MIA Flag
 - c) Arizona State Flag
 - d) Arizona Indian Nations Flag
 - e) Gadsden Flag
 - f) First Responder Flag
 - g) Blue Star or Gold Star Flag
 - h) Any historic version of the American flag, including the Betsy Ross Flag, without regard to how the stars and stripes are arranged on the flag.
- 5.1.5 -Balconies, patios, deck areas and walkways to units are defined as Limited Common Elements. All of these must be kept free of unsightly clutter and may not be used as a storage area. Board approval is required for any alterations to all the Limited Common Elements.

The following actions are NOT permitted on balconies or patios:

 - The hanging of rugs, towels or any type of clothing
 - The storage or use of bicycles, playhouses, clothes drying apparatus or pool floats
 - The projecting of objects beyond the balcony or patio, including but not limited to planter boxes, flags, or bunting
 - The drilling into the balcony/patio decks/walls or the affixing of exterior stone cladding to the balcony/patio walls;
 - The shaking of mops, brooms or carpets; the emptying of buckets of any materials;
 - The disposal of cigarettes or trash;
- 5.1.6 –The Association prohibits charcoal cookers, braziers, open flame grills or any gasoline or liquefied petroleum gas fires, stoves, heaters or similar devices that can be ignited, to be used and or stored on the balconies, patios, garages or on the Common Elements of the condominium complex.

- 5.1.7 – Oil stains caused by a vehicle must be removed from driveways or sidewalks. If not removed by the resident, the unit owner will be charged for the cost to remove the stains.
- 5.1.8 -Five community BBQ grills are provided for resident use. Directions for proper use of the community barbecue grills are posted at each location.
 - Users of the BBQ grills and/or the fire pit are responsible for the safe ignition, operation and extinguishing,
 - Gas lines must be turned off before vacating the BBQ grill or fire pit area.
 - The grills and areas used around the grills and fire pits are to be cleaned after their use.
- 5.1.9 –The Community Bulletin Board and mailbox area will be used for announcements. All items posted on the bulletin board or at mailbox area must be dated and approved by the Property Manager. Postings will normally last for one (1) month and will be removed after that time.

Article 6 –Noise (Reference 4.12 of the CC&Rs)

6.1 Disturbing the Peace

- 6.1.1 -All residents shall play or operate appliances, musical instruments, televisions, radios, stereos, and other electronic equipment in a manner that will not disturb the peace and quiet of the premises
- 6.1.2 -Wind chimes, fountains or other noise-making objects are not permitted on the Common Elements and Limited Common Elements.

Article 7 – Business Activities (Reference 4.0 of the CC&Rs)

7.1 Prohibited Business Activities

- 7.1.1 - Posting of commercial advertisements or fliers are prohibited anywhere on the property. Posting of political advertisements and signage is prohibited on the Common Elements, including the community bulletin board area and the mailbox area
- 7.1.2 -A business activity may be permitted within a Unit, *so long as* the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit, and the business activity complies with other zoning regulations

Article 8 –Garages (Reference 4.6 of the CC&Rs)

8.1 Prohibited Garage Use

- 8.1.1 -Garages may not be used as a warehouse or storage facility for on-premises business activities, and
- 8.1.2 - Garages may not be converted for living or recreational activities.

8.2 Permitted Garage Use

- 8.2.1 Garages shall be used for parking and limited storage only.

8.3 Garage Rules

- 8.3.1 -Garage Doors shall always be kept closed when not being entered by a unit occupant.

Article 9 - Architectural Design (Reference CC&Rs 4.9)

9.1 Architectural Design Conformity

- 9.1.1 - Alterations to the exterior of buildings or interior structural changes are prohibited without prior written approval from the Association.
- 9.1.2 - An Architectural Design Committee has been created by the Association to determine this conformity.

- 9.1.3 - An Architectural Change Request form is available from the property manager or the community website at www.miragecrossing.com

9.2 Second Floor Unit Flooring Changes from Carpet to Hard Surface Materials

- 9.2.1 A homeowner must submit an architectural request before changing flooring in the unit. Second story installations of hard surface flooring (including, but not limited to, wood, tile, linoleum, laminate or vinyl flooring) must conform to all noise reduction specifications established by the Association.

9.3 Patio/Balcony Ceiling Appliances

- An architectural request must be submitted before installing ceiling appliances and lights on patios and balconies and must meet the architectural standard

9.4 Screen/Security Doors

- An architectural request must be submitted before installing a security screen door at a unit and must meet the architectural standard.

9.5 Window Shade Screens

- An architectural request must be submitted before installing shade screens to exterior of unit windows and must meet the architectural standard.

9.6 Sun Screens on Patios and Balconies

- An architectural request must be submitted before installing a sun screen apparatus on a patio or balcony and must meet the architectural standards

9.7 Exterior Mirage Crossing Colors

- All exterior architectural features must conform to the current HOA approved exterior colors as provided by the Association Manager.

9.8 Other Architectural Requirements

- 9.7.1 - Nothing may be attached to the external surfaces of the condominium buildings without approval from the Association.
- 9.7.2 – Satellite dish location must be preapproved by the Board and shall not be affixed to any portions of the buildings
- 9.7.3 - Replacement air conditioner compressors may not be more than forty (40) inches in height and cannot be taller than its enclosure

Article 10 - Pool and Spa

10.1 Pool and Spa Rules

- 10.1.1 - General – Pool and Spa Rules are visibly posted at the Pool and Spa.
- 10.1.2 – Pool and spa use is limited to 12 persons per condo unit inclusive of residents and guests
- 10.1.3 - Maricopa County regulations require that pool gates be kept closed at ALL times when not being used for entry or exit.
- 10.1.4 - No glass containers of any kind are allowed within the fenced pool and SPA area.
- 10.1.5 - Children, under the age of 14, must always be accompanied and supervised by an adult within the pool/spa area.
- 10.1.6 - Children wearing diapers must wear swim type diapers with tight fitting elastic legs and waists.
- 10.1.7 - Persons under six years old are not permitted use of the spa.

Article 11 – Access to Mirage Crossing

11.1 Access Fobs to Clubhouse

- 11.1.1 -Two fobs have been provided to each unit and may be used to gain access to the Clubhouse and Fitness Room.

- 11.1.2 -The Clubhouse is accessible daily from 8 AM through 10 PM and the Fitness Room is accessible daily from 3 AM through Midnight; Use of the Clubhouse and Fitness Room outside of the designated hours may constitute “disturbing the peace” and result in fines.

11.2 Maintenance of Fobs

- The Property Manager is responsible for the programming of all Fobs and maintaining a database of each fob’s identification and access.

11.3 Fob Activation and De-activation

- 11.3.1 -Lost fobs can be replaced through the Property Manager for a fee determined by the Board of Directors.
- 11.3.2 -Lost or stolen fobs should be immediately reported to the Property Manager so that the fob can be de-activated.
- 11.3.3 -Unit Lessees whose access fobs fail to operate must work the re-activation process through the owner of the unit.

NOTE: Fobs will remain active for Owners who are in good financial standing with the Association and in compliance with the Condominium Documents. If a unit owner’s account is in arrears more than sixty (60) days, or if such Unit Owner (or their property) is in violation of the Condominium Documents, all fobs will be deactivated. Keeping an account current includes the payment of any fines.

11.4 Gate Access to the Community

- 11.4.1 – Each condo unit will be assigned a unique entry code for gate access.
- 11.4.2 – Resident name will be added to call box directory to facilitate entry for guests and delivery services
- 11.4.3 - Access tags (RFID tag) are available for vehicles registered with the HOA and assigned for exclusive use by residents only.

Article 12 – Contractor Hours

12.1 Contractor Hours

- 12.1.1 -Emergency repairs such as plumbing and electrical work are allowed at any time; and
- 12.1.2 -All other contract work must take place between the hours of 8 AM and 6 PM Monday through Saturday only.

Article 13 - General Rules

13.1 Loitering

- 13.1.1 - Loitering is not permitted on the Common Elements of the community.

13.2 Damage to Common Elements

- 13.2.1 - Unit owners shall be responsible for all damage to Common Elements caused by the occupants of their unit; and
- 13.2.2 - The Common Elements are defined, but not limited to the following (please see your CC&Rs for a complete definition):
 - All landscaping, granite and grass areas
 - Buildings, pool and spa, BBQs and gazebos
 - Dumpsters and enclosures
 - Driveways and streets

13.3 Antennas, Poles, Towers, Satellite Dishes

- 13.3.1 - 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 other form of electromagnetic radiation (collectively referred to as antennas) nor any telescope or other like optical device, will be allowed to be placed or located on, upon or about a Unit or the roof or walls thereof,

or on, upon or about the Limited Common Elements, if the same is or shall be visible from neighboring property

13.4 Skateboarding in common areas is prohibited.

13.5 Bicycling is allowed ONLY on the streets.

13.6 Parents are responsible for the action of their children at all times.

13.7 Use of the Clubhouse

- 13.7.1 - Clubhouse use is open to all residents and rental is available to Homeowners only whose accounts are in good financial standing
- 13.7.2 – Use of the clubhouse involving more than 12 persons, consisting of a majority of non-residents, requires a rental as follows: approval by the Manager/Board, a contract signed by the Homeowner and a rental fee/deposit as per rental guidelines. The rental fee will be charged to any Homeowner found using the clubhouse with more than 12 persons consisting of a majority of non-residents and without a signed contract.
- 13.7.3 - Exclusive use of the Clubhouse for a private event requires rental as follows: approval by the Manager/Board, a signed contract and a rental fee/deposit as per rental guidelines
- 13.7.4 - Reservations for Clubhouse rental will be held no longer than seventy two (72) hours without a signed contract and payment.

13.8 Use of the Fitness Room

- 13.8.1 -The Fitness Room is for the exclusive use of Mirage Crossing residents and their guests at their own risk.
- 13.8.2 - Guests must always be accompanied by the Resident.
- 13.8.3 - Children under 14 years of age must always be accompanied and supervised by an adult.
- 13.8.4 - Smoking is prohibited in the Fitness Room.
- 13.8.5 - No food or beverages are allowed in the Fitness Room except water.
- 13.8.6 - Proper exercise clothing and footwear must be worn.
- 13.8.7 - No equipment that is swung or flies (i.e., golf clubs, jumping ropes) may be brought into the Fitness Room.
- 13.8.8 - All private equipment must be removed after its use.
- 13.8.9 - Use of one piece of equipment is limited to thirty (30) minutes if others are waiting to use it.

Article 14 - Insurance and Loss Prevention (Reference CC&Rs Sec. 8.0-A, 8.1 and 8.2 also Article 7.3)

14.1 The HOA is responsible for providing insurance coverage on Common Elements and Units, exclusive of Owner upgrades, additions and personal property. Owners should obtain their own insurance at their own expense to cover improvements and upgrades within personal property as well as personal property and personal liability coverage. To assist in insurance loss prevention, the following is required of each Unit Owner:

- 14.1.1 If a Unit Owner leaves the Unit vacant for a period of more than three (3) consecutive days, the Owner shall shut off the main water valve to the Unit.
- 14.1.2 If an Owner leaves the Unit vacant for more than fourteen (14) consecutive days, the Owner shall have a person perform inspections of the Unit at least once every fourteen (14) days to ensure that no damage has occurred to the Unit. The Owner shall ensure that records of such inspections are maintained by the inspector.

- 14.1.3 Each Unit Owner shall provide the Association with the appropriate and current contact information for an emergency contact person, including telephone number.
- 14.1.4 Upon the occurrence of an event or incident within the Unit where the damage caused thereby is covered by the Association's property casualty policy or any other event which may potentially constitute an Insurable Event, any Unit Owner impacted thereby shall refrain from undertaking any repair work to the unit or the Common Elements (with the exception of work necessary to mitigate further damage, such as repairing a burst pipe).
- 14.1.5 Insurance/damage remediation costs (including the Association's deductible) can be assessed against the Owner/Owner(s) of the Unit(s) affected. If the damage was caused by the negligence or willful misconduct of an Owner, such Owner is responsible for insurance/damage remediation costs (including the Association's deductible) in their entirety.

FINE SCHEDULE

(Approved by the Board May 27, 2025)

VIOLATION	FIRST	SECOND	THIRD	FOURTH
RENTALS:				
Term of lease less than 30 days	Warning	\$500.00 plus \$200.00 per day	\$750.00 plus \$200.00 per day	\$1000.00 plus \$200.00 per day
PETS:				
Pets off leash or unattended outside of unit	Warning	\$100.00	\$200.00	\$300.00
Improper disposal of and failure to pick up pet waste	Warning	\$100.00	\$200.00	\$300.00
More than two pets in unit	Warning	\$50.00	\$100.00	\$150.00
Excessive pet noise	Warning	\$100.00	\$200.00	\$300.00
TRASH:				
Improper disposal of trash	Warning	\$100.00 plus cost of cleanup	\$200.00 plus cost of cleanup	\$300.00 plus cost of cleanup
VEHICLES:				
Non-allowable resident vehicles	Warning	\$50.00	\$100.00 or towing	\$150.00 or towing
Illegal parking	Warning	\$75.00	\$100.00 or towing	\$150.00 or towing
Speeding	Warning	\$75.00	\$100.00	\$200.00
Washing or servicing vehicle	Warning	\$75.00	\$100.00	\$200.00
Unregistered or disabled vehicle	Warning	Towing	Towing	Towing
COMMON AREA USE:				
Personal property in common areas (includes bird feeders)	Warning	\$50.00	\$100.00	\$200.00
Unapproved installations on Limited Common Elements (patios, balconies, front entrances)	Warning	\$50.00	\$100.00	\$150.00
Use & storage of all gas and open flame appliances	Warning	\$100.00	\$200.00	\$300.00
Improper display of flags	Warning	\$50.00	\$75.00	\$100.00
Littering	Warning	\$100.00	\$150.00	\$200.00
Failure to obey pool/spa/clubhouse rules	Warning	\$100.00	\$200.00	\$300.00
NOISE:				
Disturbing the peace	Call police & warning	\$100.00	\$200.00	\$300.00
BUSINESS ACTIVITIES:				
Unauthorized business activities	Warning	\$100.00	\$150.00	\$200.00
ARCHITECTURAL DESIGN:				
Ignoring architectural standards and change requirements	Warning to correct	\$100.00	\$200.00	\$300.00
INSURANCE REQUIREMENTS:				
Failure to turn off water valve	Warning	\$100.00	\$150.00	\$200.00

***Based on the severity of the violation, the Board of Directors has the authority to levy fines that exceed the amounts shown on the violation schedule above and can suspend use of all common elements.**