

# COUNTRYSIDE VALLEY HOMEOWNERS ASSOCIATION RULES

– Revised and Approved 7/6/20

The following are rules, policies and procedures that have been adopted by the Board of Directors of Countryside Valley Homeowner Association pursuant to its authority under Article VII, Section 1 of the Bylaws and the CC&R's.

## 1. **Assessment Policy** (CC&R Article VI)

- Due Dates. Monthly assessments are due on the 1<sup>st</sup> of each month.
- Late Fees and Interest. Any Assessment that remains unpaid thirty (30) days after its due date shall be subject to a late fee of \$10.00.
- Referral to Attorney. If an owner is delinquent in the payment of any Assessment and/or monetary penalty for a period of ninety (90) days, the Association may refer the owner's account to an attorney for collection.
- Attorney's Fees and Costs. All attorney's fees and costs incurred by the Association in collecting delinquent Assessments are the responsibility of the delinquent owner and shall be applied to the delinquent owner's account ledger.

## 2. **Signs** (CC&R Section 2.02)

Section 2.02 has been superseded by Arizona law (A.R.S. §33-1808). The Association will enforce sign restrictions as follows:

The following signs are permitted: (1) a commercially produced "For Lease" or "For Sale" sign of industry standard size and a sign rider of industry standard size; (2) political signs as set forth in A.R.S. §33-1808; (3) signs required by legal proceedings; and (4) such other signs as may be approved by the Board on a case-by-case basis.

## 3. **Animals** (CC&R Section 2.03)

- Pets must be leashed or harnessed whenever on common areas.
- Homeowners must immediately pick up any pet waste in common areas & backyards.
- Barking dogs must be controlled so as not to disturb the neighbors.

\*The Board may determine that a pet is a "nuisance" if owners do not properly maintain their pets in conformance with these rules.

## 4. **Trash Containers** (CC&R Section 2.04)

All trash and recycling containers must be placed out of sight from the street on non-pick up days. Acceptable places for storage include the garage or behind the gate leading to the back yard.

## 5. **Vehicles** (CC&R Section 2.06)

Vehicles shall only be parked in the garage or original driveway of each home. Vehicles are not permitted to be parked on the street or anywhere in the yard. No outside storage or parking of recreational vehicles, boats, or trailers is permitted.

**6. Backboards** (CC&R Section 2.07)

No basketball backboards of any kind may be attached to a home. Portable basketball hoops must be removed from the street or driveway when not in use.

**7. Garage Doors** (CC&R Section 2.08)

Garage doors are to be fully lowered and closed at all times unless the door is being used for purposes of ingress and egress.

**8. Aerials (Satellite Dishes)** (CC&R Section 2.09)

Section 2.09 of the CC&R's has been superseded by Federal Communications Commission Guidelines. The Association will enforce the aerial restriction as follows:

No exterior antenna or other device for the transmission or reception of television, radio or other signals (except television antennae and fixed wireless devices that are one (1) meter or less in diameter) shall be placed on a home or Lot without the Association's prior written approval. Television antennae (satellite dishes) and fixed wireless devices that are one (1) meter or less in diameter should be installed in the least obtrusive location (out of sight of the street) as long as an acceptable signal can be obtained. Visible cables are to be painted in the same color as the stucco.

**9. Improvements and Alterations.** (CC&R Sections 2.15 and 3.06)

Any owner who wants to install, build or erect a building, fence, wall, or other structure, or make any exterior addition to, or change in, or alteration of a home or the exterior color scheme or roof, or any excavation or construction or alteration which in any way alters the exterior appearance of any improvement on a Lot, including, but not limited to, rocks, stones, hedges, or pavers, must submit plans and have the prior written approval of the Board of Directors.

Owners are required to use approved paint colors when painting the exterior of the home, including stucco, bump-outs, and wood fascia. The colors can be located on the Dunn Edwards Color Ark for Countryside Valley HOA – Tucson.

**10. Renting.** (CC&R Section 3.02)

Homeowners will be notified of any CC&R and/or Rule violations of their tenants and will be responsible for fines assessed for tenant violations.

\*Per Arizona State Statute 33-1806.1 Homeowners will provide the Board with the following:

- \$25 for each new tenancy at a property to be paid within 15 days after postmarked request
- Names of all adults occupying the property
- The time period of the lease, including the beginning and ending dates of tenancy
- A description of tenant's vehicles and license plate numbers

- Contact information including phone number and email address

## **11. Maintenance, Repair and Upkeep.** (CC&R Section 5.04)

Owners are required to maintain the exterior of their property including, but not limited to: broken windows or window coverings, damaged gates, broken roof tiles, dead trees and bushes, overgrown vegetation, weeds, oil stains on the driveway, holes in stucco, stucco and fascia in need of paint, cracked walls, trash and debris in yard, and rocks along the curb.

## **12. Enforcement Policy**

This policy governs the Association's enforcement of the CC&R's (other than collection of assessments) and the Rules pursuant to its authority under A.R.S. §33-1803 and Section 2.20 of the CC&R's. All notices under this policy shall be sent by U.S. mail, postage prepaid, to the address on file with the Association or if no address has been provided by the Owner, to the Lot address.

1. COURTESY NOTICE. The Association shall provide the breaching Owner with written notice of the following:

- a. The nature of the violation(s); and
- b. The date by which the violation(s) must be corrected, which shall not be less than ten (10) days from the date of the notice.

2. NOTICE OF VIOLATION. Should the Owner fail to correct the violation(s) by the date provided in the Courtesy Notice, the Association shall provide the Owner with written notice of the following:

- a. The provisions of the CC&R's and/or Rules that the Owner has violated;
- b. The date of the violation(s) or the date observed;
- c. The name of the person who observed the violation(s);
- d. The date by which the violation(s) must be corrected in order to avoid sanctions; and
- e. Notice of the Owner's right to petition for an administrative hearing on the matter in the Department of Real Estate pursuant to A.R.S. §41-2198.01.

3. WRITTEN RESPONSE FROM OWNER. An Owner may send a written response by certified mail within twenty-one (21) days after the date of either a Courtesy Notice or a Notice of Violation. If the Owner provides a timely written response, the Association, within ten (10) days of receipt thereof, shall provide the Owner with the following information if not previously provided:

- a. The provision(s) of the CC&R's and/or Rules that the Owner has violated.
- b. The date of the violation(s) or the date observed.
- c. The name of the person who observed the violation(s).
- d. A copy of this policy setting for the process by which the Owner may dispute the violation; and
- e. Notice of the Owner's right to petition for an administrative hearing on the matter in the Department of Real Estate pursuant to A.R.S. §32-2199.01.

4. HEARING NOTICE. If an Owner fails to correct the violation(s) by the date set forth in the Notice of Violation, the Owner shall be provided with written notice of the following:

- a. The nature of the continuing violation(s);
  - b. The Owner's right to be heard before the Board of Directors before any sanction is imposed; and
  - c. The date, time and place of the Owner's hearing before the Board of Directors.
5. CHANGE IN HEARING DATE. If the Owner cannot attend the violation hearing on the date provided in the Hearing Notice, the Owner may make a one-time written request to have the hearing re-scheduled.
  6. HEARING. Hearings shall be conducted in open session unless the Owner requests that the hearing be held in executive session. If an Owner fails to appear at the hearing, the Owner shall be deemed to have waived his right to a hearing and the Board may impose sanctions and/or refer the matter to the Association's attorney for further action.
  7. SANCTIONS. The Board may impose a reasonable fine for each violation of the CC&R's and a fine of \$50.00 for each violation of the Rules. Fines may be continuing in nature until such time that the violation is corrected (re-imposed once every thirty (30) days). The Board may also impose a fine and hold it in abeyance upon the condition that the Owner corrects the violation by a certain date.
  8. PAYMENT OF FINES. Within ten (10) days after the imposition of a monetary penalty, the Association shall provide the Owner with written notice of the amount of the fine imposed and the date by which payment is due. If a fine remains unpaid fifteen (15) or more days after its due date, it shall be deemed delinquent and subject to a late fee of \$15.00 or ten percent (10%) of the unpaid fine, whichever is greater. In the case of a continuing fine, the Owner is responsible for notifying the Association that the violation has been corrected. If a fine remains unpaid after a late fee is imposed, the Association may refer the matter to counsel for collection action.

Payment of a fine does not constitute a variance for the violation. All violations must be corrected regardless of whether a fine is imposed.

9. TENANTS AND GUESTS. Owners are responsible for violations of the CC&R's and Rules by their invitees, tenants and guests.
10. REFERRAL TO ATTORNEY. If a violation is not corrected by the Owner after a monetary penalty is imposed or if the Board of Directors, in its sole discretion, determines that the nature of the violation warrants immediate action, the Association may refer the matter to counsel. Nothing contained in this Policy shall be interpreted as prohibiting the Association from referring CC&R and Rules violations to counsel at any time in the enforcement process.
11. ATTORNEY'S FEES AND COSTS. If the Association incurs attorney's fees and related costs as a result of an Owner's violation of the CC&R's or Rules, the Owner shall be responsible for paying these amounts.