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Amended November 25, 2025

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# **CARMEL POINTE HOA**

## **ASSESSABLE FINES POLICY**

(Revised May 2, 2018)

**WHEREFORE** pursuant to Arizona Revised Statutes (ARS) §33-1803, which provides that the Association's Board of Directors is entitled to impose fines for violation(s) of the Declaration of Covenants, Conditions and Restrictions (CC&RS), Rules and Regulations, resident's written approval from the Architectural Control Committee or Project Documents. The procedure for imposing fines for such violation(s) is set forth below:

### **FINES OR PENALTIES MAY NOT BE IMPOSED WITHOUT GIVING AN OWNER PROPER NOTICE AND AN OPPORTUNITY TO BE HEARD.**

**NOTICE OF FINE AND/OR PENALTIES:** When the Board of Directors approves a fine and establishes the time limit to correct the violation, the Board shall send notice to the Owner of the amount of the fine, the time-limit to correct the violation or any other sanctions imposed by the Board plus the due date of the fine. The Board of Directors is empowered to impose a fine for each day that the violations(s) continue.

### **ASSESSABLE FINES**

**ARCHITECTURAL:** At the time the Board of Directors establishes the fine for the violation of a minimum of \$100.00 up to \$500.00, depending upon the violation, a time-limit to correct the violation will also be established. Depending upon the severity of the violation, the Board of Directors may increase the fine up to a maximum of 100% of the cost of the architectural modification or addition.

**DAMAGE TO COMMON AREA:** The Board of Directors establishes the fine of a minimum of \$100.00 which may be increased up to a maximum of 100% of the cost of correcting the damage plus establish a time limit to correct the violation(s).

**ALL OTHER VIOLATIONS:** The Board of Directors may assess a \$100.00 fine for each separate offense, as determined by the Board, which may be increased or decreased by Board decision on a case by case basis plus establish a time-limit to correct the violation(s).

**CONTINUING VIOLATIONS:** In the event the violation(s) is not corrected within the stated time limit established at the hearing by the Board of Directors, the Board will assess a \$10.00 per day fine thereafter for the continuing violation(s) of non-compliance which may be increased or decreased by Board decision on a case by case basis. Further, in the event the violation(s) is not corrected in a reasonable time after the time limit established in the hearing, the Board of Directors may proceed at any time with legal action that may include court proceedings for non-compliance.

**RECURRING VIOLATIONS:** Any violation or offense which reoccurs within one hundred eighty (180) days of the previous violation or offense, the amount of the fine for each subsequent violation or offense shall be double the amount of the fine previously imposed and said fine amount shall continue to double in amount for each subsequent reoccurring violation or offense. Further, if the violation(s) is not corrected within a reasonable time of notification of the recurring violation(s) to be determined by the Board, the Board of Directors may proceed at any time with legal action that may include court proceedings for non-compliance.

**REMUNERATION:** In each case processed in a hearing by the Board of Directors, in the event Carmel Pointe HOA finds it necessary to remedy the violation, the violator will be liable for all costs and fees incurred and itemized on a notice addressed to the violator, payable to the Carmel Pointe HOA management company within thirty (30) days of the date of the notice. and be liable for an additional \$10.00 fine per day thereafter which may be increased or decreased by Board decision on a case by case basis until the notice is paid in full. Further, the Board of Directors may proceed at any time with legal action that may include court proceedings for non-payment ASSESSABLE FINES page 2 of 2

**LEGAL FEES:** In each case processed in a hearing with the Board of Directors, the violator will be liable for all attorney fees and costs incurred by the Board in reviewing and enforcing the violation.

### **PAYMENT OF FINES**

Fines are due and payable within thirty (30) days of the original notice of assessment, and in the case of continuing (daily) fines, every thirty (30) days thereafter. Remittance shall be made by cash, check or money order mailed or delivered to the Association Manager of the Carmel Pointe HOA Management Company.

Any fine remaining unpaid ninety (90) days after the date due and payable, the Board shall have the right to initiate procedures for collection by Court action and place a lien on the violators' property and the foreclosure of said lien.

### **APPEAL**

A violator shall have the right to a written appeal to the Board within fourteen (14) days of the date of when the Board notifies the violator in writing of the amount of the fine and the time-limit to correct the violation. The violator shall appeal only in writing and shall state the violation and the reasons for seeking review of the violation and the fine imposed by the Board. The decision of the Board shall be final and binding and not subject to further review.

In the event an appeal is made within the required time of fourteen (14) days, any fine assessed as a result thereof is due and payable upon notification of the Board's decision.

# **CARMEL POINTE HOA**

## **CACTI POLICY**

(Reaffirmed October 15, 2020)

Planting of the following cacti may be approved by the HOA subject to the following policy -

Barrel Cactus, Ferrocactus spp., Easter Lily, Sea Urchin Cactus, Echinopsis spp., Golden Barrel Cactus, Echinocactus grusonii, Hedgehog, Rainbow Cactus Echinocereus spp., Mamillaria Cactus Mamillaria spp., Peruvian Cereus Cactus Cereus Peruvianus "Monstrosus", Saguaro Cactus Carnegiea gigantea, Tricocereus Cactus Tricocereus spp.

Desired cacti from the approved list above may be requested for individual placement on the homeowner's lot at the homeowner's expense. The request should be directed to the Architectural Control Committee. It will then be reviewed by the Landscape Committee. If approved, it will then be up to the homeowner to purchase, install, and maintain such cacti at their own expense. Should the cactus die, the removal of the cactus is at the owner's expense. These may not be maintained by the community irrigation system. The community will take no responsibility for their maintenance or survival.

# **CARMEL POINTE HOA**

## **CARMEL POINTERS POLICY**

(Approved April 14, 2015)

### **CARMEL POINTERS MISSION STATEMENT**

The purpose of the **CARMEL POINTERS** newsletter is to provide news and information of interest to the community on a timely basis. The editor cooperates closely with the Board of Directors to ensure accurate reporting of community events and that the contents of the newsletter serves the best interests of the community. As elected officers, the Board has the responsibility and authority to insure compliance with this objective.

### **CARMEL POINTERS HISTORY**

**HISTORY:** The **CARMEL POINTERS** is a monthly newsletter sent via email to all Carmel Pointe residents, free of charge. (It is hand delivered by Carmel Pointe volunteers to those not having access to a computer and/or preferring a hard copy.) Its founder, Jack Maxwell, was one of Carmel Pointe's original homeowners. Early on, Jack as its sole writer and editor, recognized the need for a communication tool for our community and started issuing the newsletter in 1997. Each month, he kept Carmel Pointe residents informed as to the state of our community, sparking our lives with his wit and wonderful sense of humor. He attended every HOA Board of Directors and Annual meetings to provide a neutral observation of Board actions and to offer the Board a "resident's viewpoint". His legacy continues with the **CARMEL POINTERS** continuing to be issued monthly and relied on by residents as the method of receiving pertinent community and HOA information.

In the fall of 2014, a mission statement was written for the **CARMEL POINTERS** and it was put under the newly created and Board approved Communications Committee. The continued goal of the newsletter remains to make every effort to continue to provide the high standard of content of information and Board reporting relevant to the community to the Carmel Pointe residents. As stated in the Communications Committee's Mission Statement, *to insure continued compliance with the objectives, the Board President or other designated Board member will provide final review and approval of the CARMEL POINTERS monthly newsletter before its distribution to the Carmel Pointe residents.*

### **CARMEL POINTER'S POLICY**

1. The **CARMEL POINTERS'** editor requires Board of Directors approval.
2. The Board of Directors may replace the editor when it is deemed necessary for the benefit of the Carmel Pointe community because of the editor not complying with the **CARMEL POINTER's** Mission Statement.
3. The **CARMEL POINTERS** will be issued monthly except when there is no noteworthy information to be relayed to the Carmel Pointe residents, as jointly determined by the Board President and editor.
4. The newsletter will reflect a calendar-month of activity and/or reporting.
5. Contents of the newsletter will include a summary of the Board of Director's meetings to be approved by the President, articles from Committee Chairpersons relevant to the community, reports of committee activity, and any other articles deemed by the editor to be relevant to the community.
6. The editor has the approval of the Board to make modifications to an article or report submitted for publication for clarity, brevity and/or to fit the newsletter format.
7. The editor may not offer any personal opinions or personal beliefs when editing articles or reports.
8. Attachments may be included with the newsletter: Treasurer's Quarterly Financial Report; Carmel Pointe's updated Phone Directory; Carmel Pointe revised Organizational Chart; Announcement(s) for upcoming community event(s); and, any other attachment jointly approved by the President and editor deemed beneficial to residents.
9. All attachments must be approved by the editor prior to being included in a newsletter with the final approval prior to distribution provided by the President.

10. No more than three (3) attachments in addition to the newsletter will be issued on any given publication. This is to be coordinated by the editor with the resident(s) requesting an attachment be included with a given month's newsletter.
11. The newsletter and attachments should be printed on a timely basis to be distributed within three days of the first of the calendar-month to those requesting a hard copy.
12. Email distribution of the newsletter and attachments will be made no earlier than the last day of the previous month and no later than three days into the calendar-month.
13. The cost of printing the **CARMEL POINTERS** and attachments for those residents wishing a hard copy will be a budgeted item in the Carmel Pointe's HOA Annual Budget as a printing expense under Administrative Expenses.
14. It is the editor's responsibility to provide to the Treasurer upon request an estimated amount for the Annual budget for printing expense of the **CARMEL POINTERS**.
15. The editor will be reimbursed for the printing costs of the newsletter and attachments from the HOA by submitting an invoice to the representative of the management company.
16. Reimbursement for attachments supplied by a resident that has been approved by the editor (as compared to being a computer-generated attachment) shall be paid out of the printing expense account by the management company representative upon receipt of an invoice from the resident supplying the attachment.
17. Recommendations for articles for the newsletter may be submitted to the editor in a timely fashion prior to publication deadlines and will receive full consideration for publication.
18. The editor does have the prerogative to edit articles submitted for clarity, brevity and content with the "test" for consideration of any article being its interest to a majority of Carmel Pointe residents and/or the Carmel Pointe HOA.
19. An article may be pre-approved by the President with the editor applying Policy #18 when necessary.
20. Board action reports resulting from any type of Board meeting may either be written by the President (or designee) or by the editor, to be pre-approved by the President with the editor applying Policy #18 when necessary.

**CARMEL POINTE HOMEOWNERS ASSOCIATION  
COLLECTIONS POLICY  
Revised | November 2025**

The Board of Directors of the Association has a fiduciary duty to collect assessments. The Association's management company performs the initial collection of assessments on behalf of the Association. The following outlines the collection process as approved by the Board and performed by Management and legal counsel.

**WHEREAS**, in accordance with the Covenants, Conditions and Restrictions (the "CC&Rs") and the Bylaws of the Carmel Pointe Homeowners Association, the Board has authorized the following amendments:

**1. Due Date**

The monthly assessment shall be due and payable in **twelve (12) equal installments**, each payable on **the first (1st) day of each month**. Owners may elect to pay assessments on a quarterly, semi-annual, or annual basis, provided such payments are remitted in advance.

**2. Delinquency**

Assessments are considered **delinquent 15 days** after the due date (i.e., on the **16th of each month**).

**3. Interest Charges**

If not paid by the 15th, interest will accrue on the outstanding balance at a rate of **18% per annum**.

**4. Billing / Statements**

The Association shall send statements in compliance with **A.R.S. § 33-1807(L)**. Notices will be sent to the last address on record. Owners are responsible for updating their address with the Association in writing.

**5. Returned Check Charges**

A fee of **\$35.00** shall be assessed for any returned check or other non-honored payment. After **two or more returned payments** in a fiscal year, future payments must be made by **certified check or money order**.

**6. Collection Notification Process**

- **1<sup>st</sup> Notice – Friendly Reminder 30 Days Delinquent**

A first late notice will be mailed. Failure to send or receive a notice does not waive collection rights

# COMMUNICATIONS & ORGANIZATION

## PROCEDURAL RESOLUTION

REVISED AT 4/13/2011)

The Carmel Pointe Homeowners Association represents all dues-paying homeowners through their duly elected Board of Directors (the Board). The Board recognizes the importance of hearing and understanding homeowners' concerns and issues.

**THEREFORE:**

1. **MINUTES** shall be taken at board meetings and the Annual Meeting and made available to homeowners in a timely fashion upon request.
2. **FINANCIAL REPORTS** shall be made available quarterly, and presented in the CARMEL POINTERS, the monthly newsletter. The Financial Advisory Committee shall work with the Board Treasurer to prepare financial reports and budgets.
3. On occasion, matters deemed necessary by the Board requiring homeowners' opinions may necessitate a **SURVEY**. Survey results will be published.
4. **WORKING COMMITTEES** consisting of non-board member(s) who report(s) directly to the Board shall be appointed within 30 days of each annual meeting.
5. **BOARD MEETING SCHEDULES** shall be established within 30 days of the annual meeting. Board meetings may be in January, February, April, September and November or months at the discretion of the President. The annual Homeowner's meeting shall be held in January of each year at a location within Oro Valley, AZ. The time and place of each meeting shall be posted at the community bulletin board a minimum of one (1) week in advance of the meeting date.
6. Carmel Pointe HOA **RULES AND REGULATIONS** established by the board shall be reviewed annually for any changes that need to be made, and updates provided in a timely manner to homeowners.
7. Carmel Pointe **ROSTER/DIRECTORY** shall be updated annually, including how-to-contact information for Management Company, all board members and committee chairpersons. There shall be an opt-out-provision to protect privacy.
8. **WELCOME BOOKS** shall be given to new homeowners and new renters by a minimum of two (2) members of the Welcome Committee within 30 days of occupancy. The welcome book for homeowners shall include all information pertaining to Carmel Pointe as determined pertinent by the Welcome Committee. The welcome book for renters shall include all information pertaining to rentals, excluding the roster/directory, as determined pertinent by the Welcome Committee.

Effective Date: The effective date of the original resolution was 2/8/06 and the revised resolution is adopted at a Board of Director's Meeting on 4/13/2011.

# CARMEL POINTE HOA ELECTION POLICY

Revised November 28, 2017

To comply with the existing Arizona State Revised Statutes and to establish consistent and uniform policies for the Carmel Pointe HOA, the Carmel Pointe HOA Board of Directors has established these election criteria for the HOA and its Membership (homeowners).

## DEFINITIONS

- **ELECTION:** The selection of a person or persons for office by vote or the selection of an action by vote.
- **VOTE:** A formal expression of preference for or against a candidate for office or for or against a proposed resolution of an issue.
- **ABSENTEE BALLOT:** A sheet of paper or a card used to cast or register a vote.
- **CUMULATIVE VOTING:** Refers to being able to vote for the same candidate twice; when considered valid, this shall be printed on the ballot. (For example, if two candidates appear on a ballot, both votes may be given to one candidate.)

## BALLOT REQUIREMENTS

1. The requirements for a written absentee ballot:
  - a. Sets forth clearly the proposed action.
  - b. Provides for the opportunity to vote for or against a proposal or candidate.
  - c. May not be revoked after it is submitted.
2. Absentee ballots are secret at all elections.
3. Absentee ballot envelopes with the absentee ballots inside will **not** be opened for counting until the voting is closed.
4. The Association Manager will retain the absentee ballot resident's list, return envelopes and absentee ballots with envelope for one (1) year.

## VOTING REQUIREMENTS

### VOTING AT MEETINGS:

1. Written notice of any meeting called for the purpose of taking an action that requires a vote of the Membership shall be **sent** to all members not less than fifteen (15) calendar days in advance or more than fifty (50) calendar days per ARS 33-184 or sixty (60) calendar days per ARS 10-375 in advance of the meeting.
  - a. The notice for any meeting of the Board and/or Membership is to be **posted** fifteen (15) days in advance of the scheduled meeting.
2. The Association Manager shall provide for votes to be cast in person or by absentee ballot.
3. The returned absentee ballots that have been mailed-back in the absentee envelopes are valid for establishing a quorum at the meeting.
4. The membership shall be informed at the meeting when the tallying begins.
5. Since nominees are listed individually on the written absentee ballot and spaces provided for write-ins for alternatives, nominations shall not be taken from the floor.

## **ELECTION POLICY continued**

### **COUNTING OF VOTES AT A MEETING:**

1. The Association Manager shall designate three Carmel Pointe HOA Members to volunteer to process the absentee ballots.
  - a. One of the volunteers shall check-off the name on the Carmel Pointe HOA Directory List that appears on each of the returned absentee ballots.
  - b. Two of the volunteers shall individually count the votes on the returned absentee ballots once removed from the envelopes.
  - c. Discrepancies shall entail a recount until an agreement is reached. If an agreement cannot be reached, it may be resolved by arbitration.

### **QUORUM REQUIREMENTS**

For the election of a candidate (nominee), a quorum is established when the number of votes is equal to or exceeds one-tenth (1/10) of authorized Membership, equating to eleven (11) votes.

**NOTE FOR QUORUM REQUIREMENTS:** If at the first meeting called, the presence of members does not constitute a quorum, another meeting may be called subject to the same notice requirements as the previous meeting. However, no such subsequent meeting shall be held more than thirty (30) calendar days following the preceding meeting without notice to the membership. At such second meeting of the required number of votes present to constitute a quorum will be reduced to one-half.

### **ACTION REQUIREMENTS:**

**At the Annual Meeting for the election of Board Member(s):** At the Annual Meeting or at a meeting that entails a vote, collecting of absentee ballots and voting shall continue until the Presiding Chair announces that the voting is closed, and a quorum has been established.

- Three (3) volunteers selected by the Association Manager shall tally votes as outlined in “Counting of Votes” in the above Voting Requirements section.
- Candidates may designate an observer to watch the tallying and may request to audit the results any time within twenty (20) calendar days after the voting is closed.

# **CARMEL POINTE HOA FINANCIAL EXPENDITURE POLICY**

(Revised September 21, 2017)

## **PURPOSE**

To ensure financial accountability and planning for adequate Reserve Funds to avoid unnecessary debt and homeowner assessments.

## **PROCESS**

The HOA Management Company furnishes the financial accounting system for Carmel Pointe and distributes the monthly financial documents to the Treasurer.

The Treasurer receives the necessary monthly financial documents from the Association Manager in order to monitor the actual and budget information; to prepare the monthly reports; to prepare the annual budget; to update the 20-year budget; and to make reports at the Annual Meeting.

## **PROCEDURES**

The Treasurer will review with the Association Manager all contracts and bids with recommendations to the Board for discussion and approval. EXCEPTION: Emergency expenditures under \$1,000.00 may be approved by the President.

The President signs all bids and contracts. The Treasurer is authorized to sign in the absence of the President.

The Finance Committee functions to assist the Treasurer in reviewing documents and compiling information needed to prepare the annual budget and update the 20-year budget prior to presentation to the Board.

Line-item adjustments may be made to the Landscape expense budget as needed while maintaining the budgeted Landscape expense total.

# **CARMEL POINTE HOA NOMINATING COMMITTEE POLICY**

(Revised November 28, 2017)

The Board of Director's purpose in composing the Nominating Committee (NC) Policy is to provide clarity and utility to Article V, Section 1. Nomination, of the Carmel Pointe Bylaws for the Nominating Committee, the Carmel Pointe acting Board of Directors, its committees and their membership, along with the Membership with the goal of assuring into perpetuity the Nominating Committee conducting its responsibilities and duties to the HOA in a consistent, fair and timely manner.

- ⤴ **NOMINATING COMMITTEE PURPOSE** as stated in the Mission Statement, "the Nominating Committee is to identify, recruit, and recommend to the Board of Directors residents willing to become nominees to fill Board vacancies and to fully staff all committees that have been established by the Board and establish and maintain a Master Volunteer List. This action will be ongoing using the committees' membership/leadership as the prime focus for filling vacancies on the Board. This is done in consultation with each committee chair."
- ⤴ **THE NOMINATING COMMITTEE WILL CONSIST** of not fewer than two (2) members with not more than five (5) members who are selected from the Membership by the existing Nominating Committee and presented to the Board for their approval. Further, it is the Board's recommendation to retain at least one Nominating Committee member beyond one year to assure continuity of duties and responsibilities of the Nominating Committee activities.
- ⤴ **THE NOMINATING COMMITTEE CHAIR** will be selected from the Nominating Committee by the Nominating Committee membership and presented to the Board for their approval, whose primary duty will be to assure the execution of the Nominating Committee Mission Statement for the sole purpose of keeping both the Carmel Pointe Board and Committees positions filled to assure uninterrupted Carmel Pointe operations. The Nominating Committee Chair will also oversee the maintenance of a Master Volunteer List.
- ⤴ **THE NOMINATING COMMITTEE SUGGESTED CALENDAR** is on the following page.

## **SUGGESTED CALENDAR FOR NOMINATING COMMITTEE ACTIVITIES**

### **JANUARY – FEBRUARY**

- ⤴ The NC Chair calls a NC meeting to determine that the NC has the minimum requirement of membership, taking action to fill any vacancy, to then be approved by the Board. In event there is no Nominating Committee Chair, the acting Board liaison will call the meeting of the Nominating Committee, have a Chair elected to be approved by the Board and then, fill any Nominating Committee vacancies.
- ⤴ The NC determines the number of Committee vacancies that need to be filled as well as the number of Board vacancies that will occur in the coming January to determine the actions the NC needs to take in coming months.
- ⤴ The NC updates the NC Prospect List and Master Volunteer List using the most recent Carmel Pointe Directory, to use as the reference for filling the Committees and eventually, the candidate(s) for the Board opening(s).
- ⤴ The NC will periodically submit articles during the year for the Carmel Pointe newsletter to apprise the importance of becoming involved in the community by volunteering, being on a committee and/or becoming a board member.

### **MAY, JUNE & JULY**

- ⤴ The NC Chair will remain in contact with the Welcome Committee Chair and the NC membership to keep track of any new residents who should be added to the volunteers for the Master Volunteer list, or Prospect List to become a committee member as well as keeping track of any nominees for the board opening(s).
- ⤴ If no candidate(s) has come forward, the NC will submit an article to the editor of the Carmel Pointe newsletter to solicit a candidate(s) to be volunteers, be on the committees and/or a board member.

### **AUGUST OR SEPTEMBER**

- ⤴ At the discretion of the NC Chair, a meeting will be scheduled to review/update openings; review/update the Prospects List and Master Volunteer List; and determine status of a nominee for the board opening(s).
- ⤴ If no candidate for the board opening(s) has been determined by this meeting/time, the NC Chair will take appropriate action to find nominee(s).
- ⤴ At the discretion of the NC Chair, another article will be submitted to the editor of the Carmel Pointers for the importance of volunteerism.
- ⤴ If a candidate(s) has been determined, he/she will be instructed to present a bio to the *Carmel Pointers* editor or at least provide the names to the editor for the editor to make contact by the third week of September to be published in the October, November and December newsletters.

### **NOVEMBER**

- ⤴ NC Chair notifies the editor of the *Carmel Pointers* by email that the Closing Date for Submission to be a Candidate for nomination, somewhere around December 5<sup>th</sup> (a timely manner to allow the ballots to be prepared and sent out by the Association Manager by mid-December).

# CARMEL POINTE HOA NON-COMPLIANCE NOTIFICATION POLICY (Complaint Form)

Approved September 26, 2016

This form is provided exclusively to Carmel Pointe residents who wish to report a violation as stated in a CPHOA governing document. This form should be completed, signed and submitted to management for Board consideration and review in a timely manner. Please take into consideration that we are not obligated to keep this information confidential due to Arizona law (A.R.S. Section 33-1242 and A.R.S. Section 33-1803) that states any complaint lodged with the Association related to a CC&R violation **will NOT remain anonymous**. The complainant is required to provide his/her first and last names, the date(s) the violations occurred, and a detailed description of the violation. When completed, retain a copy and send the original to:

CARMEL POINTE HOA  
C/O HAMILTON MANAGEMENT COMPANY, LLC  
PO BOX 91136  
Tucson, AZ 85752

Email: [office@hamiltonmgmtllc.com](mailto:office@hamiltonmgmtllc.com)

For questions, please call Patricia McCaffery at (520) 977-4855

|                                                                                                                                                                                                                                                                                                                                                 |                                      |         |  |         |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------|--|---------|--|
| I wish to report a Non-compliance issue for further review. I understand that in order to register an official complaint, it must be in writing; my contact information is required; and, it must be submitted to the Carmel Pointe HOA Association Manager.<br>✓ Check all that apply and add specific ARTICLE, Section or number accordingly. |                                      |         |  |         |  |
| <input checked="" type="checkbox"/> Check                                                                                                                                                                                                                                                                                                       | CARMEL POINTE HOA GOVERNING DOCUMENT |         |  |         |  |
|                                                                                                                                                                                                                                                                                                                                                 | CP HOA CC&R                          | Article |  | Section |  |
|                                                                                                                                                                                                                                                                                                                                                 | CP HOA CC&R                          | Article |  | Section |  |
|                                                                                                                                                                                                                                                                                                                                                 | CP HOA RULES & REGULATIONS           | Rule #  |  |         |  |
|                                                                                                                                                                                                                                                                                                                                                 | Canada Hills HOA Master Plan Issue   |         |  |         |  |
|                                                                                                                                                                                                                                                                                                                                                 | Other Issue                          |         |  |         |  |

|                                                                                                            |
|------------------------------------------------------------------------------------------------------------|
| <b>NATURE OF COMPLAINT (PLEASE BE SPECIFIC) - If additional space is needed, please write on the back.</b> |
|                                                                                                            |
|                                                                                                            |
|                                                                                                            |

|                                                                 |
|-----------------------------------------------------------------|
| <b>CARMEL POINTE RESIDENT FILING NON-COMPLIANCE INFORMATION</b> |
|-----------------------------------------------------------------|

|            |         |       |       |     |  |
|------------|---------|-------|-------|-----|--|
| PRINT NAME |         |       |       |     |  |
|            | Last    | First | Email |     |  |
| Lot #      |         |       |       |     |  |
|            | Address | City  | State | Zip |  |
| PHONE      |         |       |       |     |  |
|            | (H)     | (C)   | (W)   |     |  |

SIGNATURE

DATE

# CARMEL POINTE HOA PLANT LIST

(Revised September 15, 2015)

| <u>TYPE</u>                         | <u>COMMON NAME</u>                | <u>BOTANICAL NAME</u>          | <u>WATER USAGE*</u> |
|-------------------------------------|-----------------------------------|--------------------------------|---------------------|
| LARGE TREES                         | Velvet Mesquite                   | Prosopis Velutina              | 2                   |
|                                     | Palo Verde "Desert Museum"        | Cercidium                      | 2                   |
|                                     | Weeping Wattle/Willow Acacia      | Acacia Salicina                | 2                   |
|                                     | Abyssinian Acacia                 | Acacia Abyssinica              | 3                   |
|                                     | Pencilleaf (Shoestring) Acacia    | Acacia Stenophylla             | 2                   |
| SMALL TREES<br>For<br>Compact Areas | Acacia Mulga                      | Acacia Anurea                  | 2                   |
|                                     | Guajillo Acacia                   | Acacia Berlandieri             | 3                   |
|                                     | Wax Leaf/Leather Leaf Acacia      | Acacia Craspedocarpa           | 1                   |
|                                     | Southwest Sweet Acacia            | Acacia Minuta (smallii)        | 2                   |
|                                     | Texas Ebony (dwarf)               | Pithecellobium Flexicaule      | 2                   |
|                                     | Texas Mountain Laurel             | Sophora Secundiflora           | 3                   |
|                                     | Mastic (Chinese Pistache)         | Pistachia Chinensis            | 3                   |
| SHRUBS                              | Texas-Sage (Texas Ranger)         | Leucophyllum Frutescens        | 2                   |
|                                     | Compact Texas Sage                | Leucophyllum Frutescens        | 2                   |
|                                     | Green Cloud Sage                  | Leucophyllum Frutescens        | 2                   |
|                                     | Thunder Cloud Sage                | Leucophyllum Candidum          | 2                   |
|                                     | Autumn Sage (Texas Red Salvia)    | Salvia Greggii                 | 3                   |
|                                     | Tombstone Rose                    | Rosa Banksiae                  | 3                   |
|                                     | Hopseed Bush                      | Dodenea Viscosa                | 2                   |
|                                     | Jojoba                            | Simmondsia Chinensis           | 2                   |
|                                     | Desert (Green) Cassia             | Cassia Nemophylla              | 2                   |
|                                     | Knifeleaf Acacia                  | Acacia Cultriformis            | 2                   |
|                                     | Orange Jubilee (Trumpet Bush)     | Tecoma Stans                   | 3                   |
|                                     | Bush Purple Dalea                 | Pulchra                        | 3                   |
|                                     | Heavenly Bamboo                   | Nandina Domestica (compacta)   | 3                   |
|                                     | Red Bird of Paradise              | Caesalpinia pulcherrima        | 3                   |
|                                     | Yellow Bird of Paradise           | Caesalpinia gilliesii          | 2                   |
|                                     | Cape Honeysuckle                  | Tecomaria Capensis             | 4                   |
|                                     | Dwarf Bottlebrush (Red or Yellow) | Callistemon Citrinus (Dwarf)   | 3                   |
| ACCENTS                             | Red Yucca                         | Hesperaloe Parviflora          | 2                   |
|                                     | Coahuilan Hesperaloe              | Hesperaloe Funifera            | 2                   |
|                                     | Ocotillo                          | Fouquieria Splendens           | 2                   |
|                                     | Soto (Desert Spoon)               | Dasyliirion Wheelerii          | 2                   |
|                                     | Green Desert Spoon                | Dasyliirion Wheelerii          | 2                   |
|                                     | Octopus Agave                     | Agave Vilmoriniana             | 2                   |
|                                     | Century Plant                     | Agave Americana                | 2                   |
|                                     | Blue Yucca                        | Yucca Rigida                   | 1                   |
|                                     | Spanish Bayonette Yucca           | Yucca Aloifolia                | 1                   |
| GROUNDCOVER                         | Purple Lantana (all colors)       | Lantana Montevidensis          | 4                   |
|                                     | Yellow (Gold) Trailing Lantana    | Lantana Monevidensis           | 4                   |
|                                     | Trailing Indigo Bush              | Dalea Greggii                  | 3                   |
|                                     | Mexican Primrose                  | Oenothera Berlandieri          | 3                   |
|                                     | Angelita Daisy                    | Hymenoxys acaulis              | 1-2                 |
| CACTI                               | Barrel Cactus                     | Ferrocactus spp.               | 1                   |
|                                     | Easter Lily, Sea Urchin Cactus    | Echinopsis spp.                | 1                   |
|                                     | Golden Barrel Cactus              | Echinocactus grussonii         | 2                   |
|                                     | Hedgehog, Rainbow Cactus          | Echinocereus spp.              | 1                   |
|                                     | Mamillaria Cactus                 | Mamillaria spp.                | 2                   |
|                                     | Peruvian Cereus Cactus            | Cereus Peruvianus "Monstrosus" | 2                   |
|                                     | Saguaro Cactus                    | Carnegiea gigantean            | 1                   |
|                                     | Tricocereus Cactus                | Tricocereus spp.               | 2                   |

\*Water usage guidelines from the Canada Hills Master Association

- 1 No supplemental irrigation once established
- 2 Water once a month during the growing season once established
- 3 Irrigate twice a month during the growing season once established
- 4 Irrigate once a week during the growing season once established

## RESOLUTION OF THE CARMEL POINTE BOARD OF DIRECTORS POLITICAL SIGNAGE

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The following resolution has been adopted by the Carmel Pointe Homeowners' Association (the "Association") at a regular Board meeting on May 19, 2022.

**WHEREAS, pursuant to the Carmel Pointe C. C. & R's Article IX Section 9.07 Signs.** "No signs of any kind shall be displayed which are visible from neighboring property or Lots without the approval of the Board or the Architectural Control Committee . . . ", and ARS 33-1308(C): "Notwithstanding any provision in the community documents, an association shall not prohibit the indoor or outdoor display of a political sign by an association member on that member's property, except that an association may prohibit the display of political signs as follows: 1. Earlier than seventy-one days before the day of a primary election. 2. Later than fifteen days after the day of the general election."

**IT IS HEREBY RESOLVED:**

That CPHOA shall not prohibit the indoor or outdoor display of a political sign by an association member on that member's property except that the Association may prohibit the display of political signs as follows: 1. Earlier than March 1<sup>st</sup> for a primary election; and 2. Later than 15 days after the day of the general election 3. For a sign for a candidate in a primary election that does not advance to the general election, later than 15 days after the primary election.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CARMEL POINTE  
HOMEOWNERS' ASSOCIATION ON MAY 19, 2022 to be effective MAY 19, 2022.

# CARMEL POINTE HOA RULES & REGULATIONS

Revised June 24, 2023

***IT IS THE RESPONSIBILITY OF EACH HOMEOWNER TO COMPLY*** with these Rules & Regulations as well as with the Covenants and Restrictions (CC&R's) and Bylaws of Carmel Pointe. It is the responsibility of the CPHOA Board of Directors to enforce them.

1. Fees and assessments shall be paid by homeowner on a timely basis. Failure to pay on time may lead to late fees and possible legal action.
2. Dwellings shall be used solely as private residences. Commercial activity is not permitted.
3. All rental agreements of homeowner's properties must require tenant compliance with Association rules. Owners are responsible for both parties (renter and lease/rental- company) in non-compliance issues. If you intend to use your home as a rental property, you also need to comply with Arizona Revised Statutes (ARS).

## RENTAL PROPERTIES NOTICE

- A. Governing Documents of the Association require notification of the HOA for each new rental.
- B. ARS 33-1260.01 now requires notification to HOA's when a property is leased.
- C. State statutes allow HOA's to ask for limited information.
- D. A Tenant Information Form is allowed to be completed entirely for each new lease. This form also needs to be signed by both the Homeowner/Designated Agent (if applicable) and the tenant.
- E. Tenant's must be provided with a copy of all the governing documents so that they are completely aware of their responsibilities regarding them. This information exchange is important to the safety of all CP residents in emergency situations.
- F. HOA's may elect to collect a \$25.00 fee for registering each new lease.
- G. You may designate an agent to manage your rental and receive all letters and notices. If you choose to do this, please include a copy of that designation when you send in the Tenant Information Form.

**\*NOTE:** The Tenant Information Form may be obtained by contacting the management company.

4. Trash and recycle containers shall be stored in your garage or out of view of your neighbors. When collection service is scheduled between 6:00 AM and 10:00 AM for either the re-cycle or trash collection, only the re-cycle container that is scheduled for the earlier pick-up may be put out the night before the collection day. The trash container that is scheduled for pick-up after 10:00 AM or later should not be put out until the morning of the collection day. The containers should be removed from the street and stored by the evening of the scheduled pick-up. Containers should be placed on the blacktop, NOT CURBS, so the waste disposal truck's mechanical arm can properly manipulate the container.



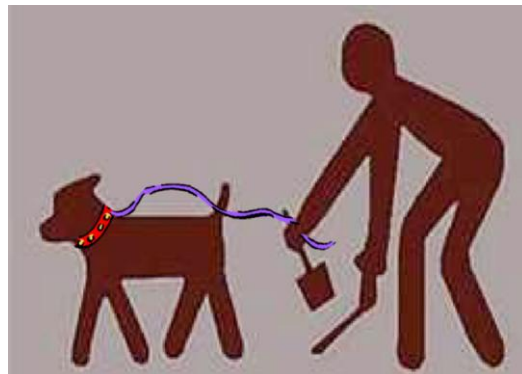
## Rules & Regulations continued

5. Displaying signs is allowed as follows: security signs, real estate for sale/lease/rent or notices required by legal authority & political signs in accordance with Arizona laws (Arizona Revised Statute 33-1808). No other signs shall be displayed which would be visible from neighboring properties.
6. Garage doors should be kept closed except for ingress and egress.
7. There shall be no outside storage or outside overnight parking of boats, trailers, commercial vehicles, trucks weighing more than  $\frac{3}{4}$  ton, or in-repair vehicles. Recreational vehicles may be parked within the community in front of the resident's home for the purpose of loading/unloading for no longer than forty-eight (48) hours so as not to obstruct the ingress or egress to a neighbor's driveway. Parking of recreational vehicles for more than forty-eight (48) hours requires prior written consent from the Association Manager.
8. No exterior clotheslines shall be erected, and outside laundering is not permitted.
9. Prior to any modification being made to the exterior of your home, including landscaping, approval in writing is required from both the Carmel Pointe's HOA Architectural Control Committee and Canada Hills Master HOA Design Review Committee. To obtain the appropriate documentation and forms to submit a request for modifications, contact either the Carmel Pointe HOA President or the Association Manager of the Carmel Pointe management company. Failure to do so could result in the modification having to be returned to the original design and/or a fine or penalty imposed.
10. No changes in the final grade or the installation of any landscaping to any part of the properties, except within the footprint of the resident, shall be permitted without approval in advance and in writing from the Carmel Pointe HOA Architectural Control Committee. (See R&R #9).
11. Growth or planting in the Common Area shall not be removed nor shall new planting be initiated except as approved by the Carmel Pointe HOA Architectural Control Committee (See R&R #9).
12. There shall be no interference with the established drainage pattern over any property.
13. The parking slots designated "Visitor Parking located north of the mailboxes are for short-term parking for guests and visitors of Carmel Pointe and should not be used by residents.
14. Residents are prohibited from parking on the street overnight. Guests may park on the street for a limited time only. Residents may request and receive Board of Directors' approval for overnight parking on the street for a caregiver's vehicle in order to keep drive-way clear for emergency vehicles in accordance with the ADA Act. All vehicles parked on the streets shall keep all four tires on the blacktop. Refrain from putting any tires on the concrete curbs.



## Rules & Regulations continued

15. Maintenance, repair and upkeep of each property shall be at a level defined as “reasonably high standards” and enforced for the mutual benefit of all property owners. When violations of these rules are discovered, the Board of Directors has the authority to order correction of the violation, to levy fines and/or attach liens and to cause repair, maintenance and re-painting, etc. of properties if necessary, and at the owner’s expense.
16. Garage sales are limited to the community sales, normally done in the spring. Homeowners wishing to hold a moving/estate sale on dates other than the scheduled community sale can make arrangements with Carmel Pointe HOA’s management company to obtain prior approval. Moving/estate sales are limited to two days.
17. Dogs shall be leashed at all times and their waste properly disposed in accordance with the Town of Oro Valley Town Code Chapter 18-3-1 & 4. *(Dog waste removal is a civil infraction for the owner or person that fails to immediately remove and dispose of dog waste in a sanitary manner, any solid waste deposited by such dog on public property and/or on any private property without the consent of the person in control of the property. Oro Valley may fine up to \$250 for reported infraction.)* Cats shall not be allowed to roam free. Dogs shall be leashed at all times and their waste properly disposed. Not cleaning-up after your pet poses a health concern for you and your neighbors. The Town of Oro Valley enforces a leash law. Cats shall not be allowed to roam free.
18. Feeding birds can create a “nuisance” for neighboring properties and it is prohibited with the exception of humming bird feeders only.
19. Carmel Pointe HOA’s Light Brigade Advisor oversees the bulb replacement of the address light on each resident’s home with the expense included in the Carmel Pointe HOA Annual Budget. The Light Brigade Advisor also replaces burnt out bulbs over the garage of each resident. However, expenses for repair or replacement of any components other than the bulbs are the responsibility of the homeowner.
20. Rear patio lights on the back side of the house shall not be left on all night as these cast light-pollution upon neighboring homes. EXCEPTION: Since there are no Carmel Pointe homes behind houses on the south side of Bridalveil Place, these residents can leave their patio lights on during the night.
21. Golf cars are permitted on roadways, driveways, and designated cart path only. Golf cars are not to be driven on common areas.



## CARMEL POINTE HOMEOWNER'S TENANT INFORMATION FORM

Lot Number

Property Owner

\_\_\_\_\_

Property Address

\_\_\_\_\_

Mailing Address

\_\_\_\_\_

Designated Agent

\_\_\_\_\_

Mailing Address

\_\_\_\_\_

Phone No.

\_\_\_\_\_

Add'l Phone No.

\_\_\_\_\_

Length of Lease

\_\_\_\_\_

Beginning Date:

\_\_\_\_\_

End Date:

\_\_\_\_\_

Tenant Name(s)

\_\_\_\_\_

Tenant Name(s)

\_\_\_\_\_

Tenant Name(s)

\_\_\_\_\_

Tenant Name(s)

\_\_\_\_\_

Phone No.

\_\_\_\_\_

Vehicle 1 License #

\_\_\_\_\_

Make

\_\_\_\_\_

Model

\_\_\_\_\_

Vehicle 2 License #

\_\_\_\_\_

Make

\_\_\_\_\_

Model

\_\_\_\_\_

Vehicle 3 License #

\_\_\_\_\_

Make

\_\_\_\_\_

Model

\_\_\_\_\_

Vehicle 4 License #

\_\_\_\_\_

Make

\_\_\_\_\_

Model

\_\_\_\_\_

Signature of Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Homeowner Signature

or Designated Agent

\_\_\_\_\_

# CARMEL POINTE HOA HOMEOWNER'S TENANT POLICY

(Revised November 17, 2015)

**A Carmel Pointe home is considered a rental property with a tenant-resident if either/both of the following are true:**

1. A Tenant resides in the property on an annual or month-to-month basis and/or
2. Person not related to the recorded Owner(s) occupy the home as a residence.

This policy has been established by the Carmel Pointe Board of Directors for homeowners who allow non-property owner(s) to reside in their property and/or who want to rent their property to assure compliance with Carmel Pointe Homeowner's Association (CP HOA) governing documents:

3. CP HOA Covenants, Conditions & Resolutions,
4. CP HOA Bylaws, and
5. CP HOA Rules and Regulations<sup>1</sup> as well as the
6. Arizona Revised Statutes.
  - *Governing Documents of the Association require notification to the HOA for each new rental.*
  - *ARS 33-1260.01 requires notification to HOAs when a property is leased.*
  - *State statutes allow HOA's to ask for limited information.*
  - *HOA's may elect to collect a \$25.00 fee for registering each new lease.*
  - ***Owners must provide tenants with a copy of all the governing documents so that tenants are completely aware of their responsibilities regarding them.***

In addition, a **TENANT INFORMATION FORM** must be completed **for each new lease** and signed by both the Homeowner/Designated Agent <sup>2</sup> (if applicable) and the tenant. A copy of the completed form, along with any additional required information is to be mailed to Carmel Pointe Homeowner's Association in c/o the management company.

**It is the responsibility of the homeowner to keep the rental/leasing records up-to-date with the Carmel Pointe Homeowner's Association in c/o the management company.**

Questions pertaining to the required documentation for renting property in Carmel Pointe should be directed to the homeowner's association management company association manager.

## **CARMEL POINTE CONTACT INFORMATION:**

Patricia McCaffery, Association Manager  
HAMILTON MANAGEMENT COMPANY, LLC  
PO BOX 91136  
Tucson, AZ 85752  
Phone: (520) 977-4855  
Email: [office@hamiltonmgmtllc.com](mailto:office@hamiltonmgmtllc.com)

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<sup>2</sup> If a homeowner designates an agent to manage the rental property and to receive all letters and notices, include a copy of the designation with the other required documents.

## CARMEL POINTE HOMEOWNER'S TENANT INFORMATION FORM

Lot Number

Property Owner

\_\_\_\_\_

Property Address

\_\_\_\_\_

Mailing Address

\_\_\_\_\_

Designated Agent

\_\_\_\_\_

Mailing Address

\_\_\_\_\_

Phone No.

\_\_\_\_\_

Add'l Phone No.

\_\_\_\_\_

Length of Lease

\_\_\_\_\_

Beginning Date:

\_\_\_\_\_

End Date:

\_\_\_\_\_

Tenant Name(s)

\_\_\_\_\_

Tenant Name(s)

\_\_\_\_\_

Tenant Name(s)

\_\_\_\_\_

Tenant Name(s)

\_\_\_\_\_

Phone No.

\_\_\_\_\_

Vehicle 1 License #

\_\_\_\_\_

Make

\_\_\_\_\_

Model

\_\_\_\_\_

Vehicle 2 License #

\_\_\_\_\_

Make

\_\_\_\_\_

Model

\_\_\_\_\_

Vehicle 3 License #

\_\_\_\_\_

Make

\_\_\_\_\_

Model

\_\_\_\_\_

Vehicle 4 License #

\_\_\_\_\_

Make

\_\_\_\_\_

Model

\_\_\_\_\_

Signature of Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Homeowner Signature  
or Designated Agent

\_\_\_\_\_

# **CARMEL POINTE HOA**

## **TREE POLICY**

(Revised April 29, 2023)

### **MAINTENANCE OF TREES WITHIN THE OWNERS' FRONT YARDS**

The Association is responsible for the maintenance and upkeep of landscaping within the front yard area. When an owner and/or landscaper suspects a tree of disease or identifies signs of root invasion involving the structure and/or plumbing, the Landscape Advisory Committee is notified. The Landscape Advisory Committee may wish to obtain the recommendation of a licensed Arborist. When the tree is considered unable to thrive or is a threat to the structure and/or plumbing, the Landscape Advisory Committee will authorize removal of the tree. The Association will bear the cost of the tree removal. Any damage to a home during the removal process will be the responsibility of the company that removes the tree.

The owner is responsible for any damage and repairs to roofs, sidewalks, driveways, plumbing and sewers for trees that have not been removed.

In keeping with the need to conserve water and have drought tolerant trees and plants, Carmel Pointe will no longer be held to maintaining the one tree per building standard. When a tree is removed, the Landscape Advisory Committee may, at its discretion, replace it with a drought tolerant plant/shrub suited to the desert climate.

When an owner wishes a healthy tree to be removed, the owner is responsible for getting approval for that removal and bears the cost of removal.

### **MAINTENANCE OF TREES IN COMMON AREAS**

Any tree within the Common Areas which has been identified as posing a problem to the owner's structure and/or plumbing will be referred to the Landscaping Advisory Committee for evaluation by a licensed Arborist and possible removal by the Association. The owner is responsible for damages to their property by root invasion. If the owner protests the removal of the tree, they will sign the "Hold Harmless Agreement" and assume the costs of any damages.

Any damage to a home during the removal process will be the responsibility of the company that removes the tree.