

THE CROSSROADS AT MINGUS HOMEOWNERS ASSOCIATION



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ASSOCIATION RULES

Revision 0

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1 DEFINITIONS

Definition of terms used in this document are found in the Declaration of Covenants, Conditions, and Restrictions for The Crossroads at Mingus (Declaration). Defined terms should appear throughout these Association Rules with the initial letter of such term capitalized. Terms not otherwise defined herein shall have the meanings set forth in the Declaration.

- 1.1 "Assessments" means the charges levied and assessed pursuant to the Declaration.
- 1.2 "Boundary Fence" means a fence or wall constructed upon the dividing property line or boundary between Lots or near or adjacent to said dividing property line when existing easements prevent a fence or wall from being located on the dividing property line, but does not include a Perimeter Wall.
- 1.3 "Commercial Vehicle" means any of the following types of vehicles that are owned, leased or used by an Owner of a Lot or any of Owner's occupants: commercial truck, government vehicle, tractor, tow truck, bulldozer, crane, ambulance, tour jeep, trolley, commercial delivery van, commercial car or pickup truck designated with business logos or advertising, semi, semitrailer, wagon, freight trailer or similar Commercial Vehicles. (CC&R 1.16)
- 1.4 "Enclosed Side Yard" means the portion of a Lot that is located behind, when viewed from the street in front of the Dwelling Unit, the front wall of a Lot. The Architectural Committee will be the sole and absolute judge as to what constitutes a side yard and an Enclosed Side Yard in accordance with the Declaration. (CC&R 1.50)
- 1.5 "Improvement(s)" shall mean each and every physical improvement of any kind whatsoever to any portion of the Real Property, including, but not limited to, any excavation, grading, fill work, building, Dwelling Unit, walkway, driveway, road, parking area, wall, fence, swimming pool, utility installation, drainage facility, stairway, patio, courtyard, pole, sign, and any and all components of any of the foregoing (including, but not limited to, exterior paint, texture, color and finish scheme) and any and all modifications, alterations of, or additions to, any of the foregoing. (CC&R 1.27)
- 1.6 "Non-Plant Landscaping" is defined as artwork, statues, symbols, artifacts, pots/planters, antiques, benches, chairs, tables, furniture, equipment, decorations, or any man-made objects.
- 1.7 "Nuisance" is every act or omission whereby any provision of the Declaration is violated in whole or in part. (CC&R 11.7)
- 1.8 "Open Yard" means that portion of the Yard that is Visible From Neighboring Property, whether located in front of, beside or behind a Dwelling Unit (typically, a front yard or an open Side Yard or a rear yard partially enclosed by a "view fence"). (CC&R 1.50)
- 1.9 "Personal Vehicle" means any domestic or foreign car, station wagon, sport wagon, pickup truck, van, mini-van, jeep, sport utility vehicle, alternate fuel vehicle, motorcycles and similar non-commercial and non-Recreational Vehicles that are owned, leased or used by the Owner of the applicable Lot or the Owner's occupants. (CC&R 1.35)

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- 1.10 "Project Documents" means the Declaration, the Articles, the Bylaws, these Association Rules, the Design Guidelines and the Plat, collectively, as any or all of the foregoing may be amended from time to time. (CC&R 1.38)
- 1.11 "Private Yard" means the portion or portions of the yard that generally are not Visible From Neighboring Property and are shielded or enclosed by walls, fences and similar structurally enclosed items (typically, a back or Enclosed Side Yard of the Lot or a courtyard). (CC&R 1.50)
- 1.12 "Recreational Vehicle" means any of the following types of vehicles or equipment: boats, snowmobiles, jet ski all-terrain vehicles, boat trailers, golf carts (whether licensed for street use or not), flatbeds, automobile trailers, pickup trucks with camper shells (whether or not equipped with sleeping quarters), pontoons, canoes, rafts, house boats, mobile homes, motor homes, portable camping trailers, park trailers, travel trailers, portable truck campers, dune buggies, go carts and other or similar Recreational Vehicles or equipment. (CC&R 1.41)
- 1.13 "Screened From View" means that the object in question is appropriately screened when viewed from abutting Lots, Common Area and public and private streets by a gate, wall, shrubs or other approved landscaping or screening devices. The Architectural Committee will be the sole and absolute judge as to what constitutes an object being Screened From View and appropriately screened. An object may be Screened From View, in the opinion of the Architecture Committee, even though the object is Visible From Neighboring Property and may be seen through the approved screening. (CC&R 1.43)
- 1.14 "Shared Occupancy Arrangement" means occupancy of the Lot or Dwelling Unit by more than one (1) Single Family in any calendar year, exclusive of arrangements resulting from a bona fide conveyance or transfer of full legal title to the Lot. (CC&R 6.41)
- 1.15 "Side Yard" (whether capitalized or not) will be used to describe that portion of a Lot located between the Dwelling Unit and the side lot line and between the front and rear yard setback areas. The Architectural Committee will be the sole and absolute judge as to what constitutes a Side Yard and an Enclosed Side Yard in accordance with the Declaration. (CC&R 1.50)
- 1.16 "Side Yard Parking Area" means that portion of the Enclosed Side Yard of a lot that has been designated by the Architectural Committee as a place for the parking of Commercial Vehicles, Recreational Vehicles or Personal Vehicles. The plans and specifications for any Side Yard Parking Area must be approved in writing by the Architectural Committee prior to its installation or construction. (CC&R 1.44)
- 1.17 "Single Family" means a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household. (CC&R 1.45)
- 1.18 "Timeshare" means the right to occupy a Dwelling Unit or any one of several Dwelling Units during five (5) or more separated time periods of less than thirty (30) days per period over a period of at least five (5) years, including renewable options, whether or not coupled with an estate or interest in Real Property or a specified portion of a Dwelling Unit. (CC&R 6.41)
- 1.19 "Overwatering" shall be deemed unreasonable if there is runoff, seepage, drainage or overspray of water from the Lot onto adjoining Lots, streets or property, or if watering is materially out of compliance with the guidelines set out in any publication or watering guidelines as may be adopted by the Architectural Committee. (CC&R 6.51)

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- 1.20 "Visible From Neighboring Property" means with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property (which may include a Lot or any part of the Common Area) at an elevation no greater than the elevation of the base of the object being viewed. (CC&R 1.48)
- 1.21 "Yard" (whether capitalize or not) means all portions of the Lot other than the portions of the Lot upon which the Dwelling Unit is constructed. (CC&R 1.50)

2 PURPOSE, ESTABLISHMENT, AND GENERAL PROVISIONS

- 2.1 The purpose of the Association Rules is to provide a set of common rules and regulations to ensure value retention, enjoyment, and present a harmonious community for all members of The Crossroads at Mingus community.
- 2.2 These Association Rules have been established and adopted by The Crossroads at Mingus Homeowners' Association Board of Directors in accordance with the Declaration of Covenants, Conditions and Restrictions. These Association Rules are in addition to the Declaration of Covenants, Conditions, and Restrictions for The Crossroads at Mingus (the "Declaration") and Owners must also comply with all provisions in the Declaration. (CC&R 1.12, CC&R 3.5)
- 2.3 All Real Property within the Project is subject to Architectural Rules and other rules and requirements of the Architectural Committee. (CC&R 6.4)
- 2.4 The Crossroads at Mingus Board of Directors have established within these Association Rules a system of fines and penalties enforceable as Special Assessments, subject to any limitations provided by law [see, e.g., A.R.S. §33-1803(B)]. The Association Rules shall govern such matters in furtherance of the purposes of the Association, provided, however, that the Association Rules may not discriminate among Owners except as expressly provided or permitted herein, and shall not be inconsistent with the Declaration, the Articles or Bylaws. (CC&R 3.5)
- 2.5 The Board shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate (the "Association Rules"), binding upon all Persons subject to the Declaration and governing the use and/or occupancy of the Common Area or any other part of the Project. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained in these Architectural Rules. (CC&R 3.5, CC&R 6.27)
- 2.6 The Board in its sole and absolute discretion shall have the right to determine whether any act or omission constitutes in whole or in part the existence of any Nuisance and whether an Owner is in violation of the Declaration, Articles, Bylaws, Design Guidelines, or Association Rules. (CC&R 6.30)
- 2.7 If any provision of these Association Rules, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of these Association Rules, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of these Association Rules shall be construed as if such invalid part were never included therein.
- 2.8 In the event of any conflict between any provision of the Association Rules and any provisions of the Declaration or the Articles or Bylaws, the provisions of the Declaration, the Articles or Bylaws shall prevail. In the event of any conflict or inconsistency between or among the Declaration, the Articles and/or the Bylaws, Declaration shall govern and control over the Articles and Bylaws. The Articles all govern and control over the Bylaws. (CC&R 3.5)

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- 2.9 Neither the Association, the Board members, Declarant, any Affiliate of Declarant, any member of the Architectural Committee, or any agent, employee or other party providing architectural consulting services to the Architectural Committee shall be liable in damages to anyone submitting plans to it for approval or to any Owner or other person by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted to the Architectural Committee, and each Owner or other person submitting plans agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Association, the Board members, Declarant, any Affiliate of Declarant, or the members of the Architectural Committee, their agents or employees, or parties providing architectural consulting services to the Architectural Committee, to recover damages arising out of or in connection with flooding, natural disaster or soil conditions. (CC&R 7.7)
- 2.10 The Architectural Committee approves all additions to or changes or alteration in any landscaping, building, Dwelling Unit, fence, wall or other structure or Improvement, including exterior color scheme in writing. All decisions of the Architectural Committee shall be final and no Owner or other Person shall have recourse (other than by any appeal procedure of the Architectural Committee) against the Architectural Committee or members thereof for its refusal to approve any such plans and specifications or plot plans. (CC&R 6.4)
- 2.11 The Association Rules shall have the same force and effect as if they were set forth in and were part of the Declaration and shall be binding on the Owners and all other Persons having any interest in, or making any use of, the Real Property, whether or not actually received thereby. (CC&R 3.5)
- 2.12 The Association Rules are subject to amendment from time to time. It is the responsibility of each interested party to obtain a copy of the most recent revised version. The Association Rules, as adopted, amended or repealed, shall be made available. A copy of the current version may be obtained from CrossroadsatMingusHOA.com. (CC&R 1.12, CC&R 3.5)

3 COMMUNITY REQUIREMENTS AND RESTRICTIONS

- 3.1 All Lots shall be used, improved and devoted exclusively to residential use. Each Dwelling Unit construction on the Real Property may be occupied only by a Single Family. (CC&R 6.2)
- 3.2 No part of a Lot shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing mercantile storing, vending, or any nonresidential purpose, except that an Owner may conduct a business activity within a Lot so long as the existence or operation of the business activity
- (a) is not readily apparent or detectable by sight, sound, or smell from the exterior of the Lot,
 - (b) conforms to all zoning requirements;
 - (c) is consistent with the residential character of the Project, and
 - (d) does not constitute a Nuisance or a hazardous or offensive use including, without limitation, excessive or unusual traffic or parking of vehicles in the vicinity of any Lot or the Common Area as may be determined in the sole and absolute discretion of the Board.
- (CC&R 6.3)

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- 3.3 Ultimately, failure to maintain any portion of the Lot or Improvements located thereon which he is obligated to maintain under the provisions of the Project Documents, then the Association or its authorized agents may upon reasonable notice have the right but not the obligation to enter upon such Owner's Lot to correct such violation or perform the maintenance and repairs not performed by the Owner, at the expense of the Owner of such Lot. The cost of any such work performed by or at the request of the Association shall be paid for by such Owner upon demand from the Association, and such amounts shall be a Special Assessment secured by a lien upon the Owner's Lot and the Association may enforce collection of such amounts in the same manner and to the same extent as provided elsewhere in the Declaration for the collection and enforcement of Assessments. All remedies available at law or equity shall be available in the event of any breach of any provision of this article by any Owner, tenant, or other person. (CC&R 6.43, CC&R 9.4)

4 OWNER RESPONSIBIITY OF LOT AND DWELLING UNIT MAINTENANCE

- 4.1 Each Owner shall comply with the Association Rules, the requirements of all health authorities and other governmental authorities having jurisdiction over the Project. (CC&R 6.30)
- 4.2 Without limiting any other provision in this article, each Owner is solely responsible to maintain all portions of his Lot as well as any property (including but not limited to Common Area or public right-of-way) adjacent to the Lot and lying between a sidewalk or roadway and the Lot boundary; and shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots. (CC&R 6.36, CC&R 9.2)
- 4.3 All maintenance of the exterior of the Dwelling Unit, including, without limitation, walls, fences and roofs, shall be accomplished in accordance with the Architectural Rules and, if required by the Architectural Rules, only after approval of the Architectural Committee. (CC&R 9.2)
- 4.4 No Owner shall permit or suffer anything to be done or kept about or within his Lot or on or about the Project which may cause the insurance to be canceled or the premiums of such insurance to be increased for any Lot or other portion of the Project, or which may obstruct or interfere with the rights of other Owners, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any Nuisance or commit or suffer any illegal act to be committed therein. No Owner shall permit any thing or condition to exist upon any property which shall induce, breed or harbor infectious plant diseases or noxious insects. (CC&R 6.30, CC&R 6.31)
- 4.5 Nothing will be done or kept by any Owner in or on any Lot, Dwelling Unit, or any other area of the Project that will increase the Association's rate of insurance without the prior written consent of the Board. No Owner will permit anything to be done or kept on or in the Owner's Lot, Dwelling Unit or any other area of the Project that will result in the cancellation or reduction of insurance on any Dwelling Unit or any insurance of the Association or that would be a violation of any law. (CC&R 6.46)
- 4.6 Any Owner who leases his Residence shall promptly notify the Association and shall advise the Association of the term of the lease and the name of each tenant. (CC&R 6.3)

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4.7 The Owner of each Lot shall at all times perform his obligations under this section so that the land and Improvements comprising his Lot and any property for which he has maintenance responsibility shall be in good condition and repair. Such obligations of Owner shall include keeping all shrubs, trees, grass, plantings and landscaping of every kind properly cultivated and free of trash, weeds and other unsightly material. (CC&R 9.2)

4.8 Planting, Plants, and Landscaping

4.8.1 The Town of Clarkdale has established an Approved Plant List in Chapter 9, Section 9-130 of the Zoning Code, which may be revised from time to time. The Approved Plant List should be consulted to determine acceptable landscaping plants. (CC&R 6.15)

4.8.2 The grass, plants, trees and other landscaping Improvements shall be installed in accordance with plans approved in writing by the Architectural Committee, and any requirements or restrictions of the Town. (CC&R 6.14)

4.8.3 Planting and landscaping that is Not Visible From Neighboring Property (including replanting or replacing plants or landscaping) does not require Architectural Committee approval. (CC&R 6.13)

4.8.4 No tree, shrub, or planting of any kind on any property shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of twelve (12) feet, without the prior approval of the Architectural Committee. (CC&R 6.37)

4.8.5 Diseased or dying plants, invasive nonconforming plants, or those whose size makes removal necessary must be removed by the Owner within 30 days.

4.8.6 Within forty-five (45) days after the date on which the Town issues a Certificate of Occupancy for a Dwelling Unit on a Lot, the Owner of the Lot shall install plants and other landscaping Improvements (together with a sprinkle or drip system sufficient to adequately water the plants and other landscaping Improvements) in the Open Yard of his Lot in a manner that would give such portion of the Lot an attractive and fully landscaped appearance. (CC&R 6.14)

4.8.7 Within one hundred eighty (180) days after the date on which the Town issues a Certificate of Occupancy for a Dwelling Unit on a Lot, the Owner of the Lot shall install plants and other landscaping Improvements (together with a sprinkle or drip system sufficient to adequately water the plants and other landscaping Improvements) in the Private Yard of his Lot in a manner that would give such portion of the Lot an attractive and fully landscaped appearance. (CC&R 6.14)

4.8.8 Replacing landscaping with like-landscaping does not need ARC approval, but is subject to ARC approval.

4.9 Non-Plant Landscaping

4.9.1 Non-Plant Landscaping is subject to review and approval by the ARC.

4.9.2 Non-Plant Landscaping in the Open Yard cannot be larger than 40 square feet with a maximum of seven feet (7') high nor consist of more than a quantity of five.

4.9.3 If a Non-Plant Landscaping feature becomes damaged or deteriorated, it must be removed upon notice from the ARC or Board of Directors.

4.10 Lighting

4.10.1 All lights must be dark sky compliant, produce no light trespass on adjacent lots or public property.

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4.10.2 Only low-intensity accent lighting not exceeding 18 inches in height will be allowed at exterior locations.

4.10.3 All exterior light fixtures including low-voltage landscape lights are subject to the approval of the ARC.

4.10.4 All lighting shall comply with the Town of Clarkdale's Dark Sky Ordinance. (CC&R 6.16)

4.11 Holiday Lighting

4.11.1 Holiday lights and/or decorations must be removed 30 days after the holiday.

4.12 Antennas, Satellite Dishes, Transmitters, Receivers, or any Device Used for Telecommunications

4.12.1 Although the Federal Communications Commission has enacted statutes limiting the extent to which homeowner associations can limit, control, or influence the installation of satellite dishes, et al, Owners shall consult with the ARC regarding the location of all antennas and satellite dishes prior to installation.

4.13 Temporary Structures/Sheds/Prefabricated Buildings/Detached Garage

4.13.1 A shed or other storage structure may be located on a Lot on which a Dwelling Unit is constructed, so long as such shed or other storage structure is not Visible From Neighboring Property, meets all setback requirements, and is not otherwise a Nuisance. (CC&R 6.10)

4.13.2 All use of prefabricated building elements must be reviewed and approved by the Architectural Committee.

4.13.3 No vehicular garage or garage additions shall be permitted on a Lot if detached from the Dwelling Unit, unless in compliance with all setback and other requirements of the Town and unless prior written approval of the Architectural Committee has been received. (CC&R 6.52)

4.14 Solar Applications

4.14.1 Solar energy devices must be located on the Dwelling Unit roof. Consultation with the ARC regarding the location of all solar energy devices and systems before their purchase and/or installation is recommended. (CC&R 6.12)

4.15 Signs

4.15.1 No sign of any kind which is Visible From Neighboring Property shall be installed or displayed on any Lot or Common area except signs which by law may not be prohibited or signs including, but not limited to, construction job identification signs, builders' signs, "for sale" signs, "for lease" signs, temporary "rent" signs, and "garage sale" and similar signs, as are in conformance with the requirements of the Town. (CC&R 6.23)

4.15.2 Up to two security company signs are permitted: the signs must not exceed 12 inches in height and width, and the top of the sign must not be greater than 24" above grade.

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4.16 Flagpoles and Flags

- 4.16.1 A flagpole may be installed with the prior written consent of the ARC. A request for approval of a flagpole must include the materials and color of the flagpole, the height/size of the flagpole, and the proposed location of installation. The height of the flagpole may not exceed 15 feet from grade and not exceed the distance to the nearest property line; be securely anchored to the ground; capable of withstanding wind speeds of 80 mph; located within lot boundary complying with setback requirements; not obstruct right-of-way or impede vehicle visibility or pedestrian traffic. Any lighting installed on the flagpole must comply with dark sky requirements.
- 4.16.2 No flag may be displayed on any Lot without the prior written approval of the ARC with the following exceptions: The American flag or an official or replica of a flag of the United States Army, Navy, Air Force, Marine Corps or Coast Guard provided the American flag or military flag is displayed in a manner consistent with the federal flag code (P.L. 94-344; 90 Stat. 810; 4 United States Code sections 4 through 10); POW/MIA flag; Arizona state flag; an Arizona Indian nation's flag; and the Gadsden flag. The Domestic Service flag may be flown underneath the American flag.
- 4.16.3 When displayed at night, the American flag should be illuminated. At sunset it should be taken down, unless properly lit.

4.17 Clothes Drying Area

- 4.17.1 Drying or hanging areas for laundry of any kind shall be permitted only if such facilities are not Visible From Neighboring Property. (CC&R 6.24)

4.18 Window Coverings

- 4.18.1 Exterior awnings, canopies, shutters and similar items, unless installed in the Private Yard and not Visible From Neighboring Property, may not be installed without ARC approval. (CC&R 6.25)
- 4.18.2 White is not an allowable color for exterior window coverings, including shades or awnings.
- 4.18.3 The use of security devices such as grates, bars, or roll-down screens over exterior windows is strictly prohibited, as is the use of film on windows or additional tinting of windows.

4.19 Animals

- 4.19.1 No animal, with the exception of ADA compliance, including horses or other domestic farm animals, fowl, or poisonous reptiles of any kind, may be kept, bred, maintained or raised within the Project, and no animal shall be kept, bred or raised within the Project for commercial purposes. (CC&R 6.27)
- 4.19.2 A reasonable number of generally recognized household pets kept in accordance with the Association Rules is permitted. No animal or bird shall be allowed to make an unreasonable amount of noise or become a Nuisance or annoyance to other Owners. However, upon the written request of any Owner, the Board shall determine whether a particular animal is a generally recognized house or yard pet or a Nuisance, or whether the number of animals exceeds the maximum number permitted. (CC&R 6.27)
- 4.19.3 No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be Visible From Neighboring Property, unless otherwise approved by the Architectural Committee. (CC&R 6.27)

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4.19.4 All pets, when not kept in a homeowner's residence, shall be kept in a fenced yard or on a leash at all times and it is the responsibility of each Owner to remove immediately any droppings from pets. (CC&R 6.27)

4.20 Garbage, Trash, Debris, Odor

4.20.1 No garbage, trash, or debris of any kind shall be placed, stored, permitted to accumulate, or kept on any Lot or other portion of the Project except in covered containers of a type, size and style which are provided by the Town of Clarkdale. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then only for the time reasonably necessary to effect such collection. Stored trash cans shall not be Visible From Neighboring Property. (CC&R 6.28)

4.20.2 No odor shall be permitted to arise from any Lot so as to render any Lot or any portion unsanitary, offensive or detrimental to any other Lot or its occupants. (CC&R 6.28)

4.21 Fires

4.21.1 Other than barbecues in properly constructed barbecue pits or grills, and firepits in compliance with the Association Rules and the Architectural Rules, or as otherwise expressly permitted in such rules, no open fire shall be permitted on a Lot or other portion of the Project nor shall any other similar activity or condition be permitted. (CC&R 6.29)

4.21.2 Burning of landscape items (only, no trash) requires a Burn Permit obtained from Yavapai County.

4.22 Playground and Sports Equipment/Basketball Standards

4.22.1 No tennis court, racquetball court, basketball court, pickle ball court, or similar sports court, with related equipment, structures or facilities, including but not limited to lighting fixtures, may be constructed, erected or installed on any Lot (CC&R 6.34)

4.22.2 Jungle gyms, swing sets, basketball hoops or standards, or similar playground or sports equipment or structures shall be restricted to the height of two feet above the fence as seen from the street view and may not be constructed, erected or installed on any Lot without the prior written approval of the Architectural Committee. (CC&R 6.33)

4.22.3 Wall-mounted or freestanding permanent basketball goals are not allowed on any lot. Roll-away goals may be used if they are stored in an area not Visible From Neighboring Property when not in use.

4.23 Fuel Tanks, Hazardous Materials

4.23.1 No fuel tanks of any kind will be erected, placed or maintained on or under the Real Property except for propane or similar fuel tanks for pools, gas grills and similar equipment so long as the fuel tanks are permitted under the ordinances of the Town. (CC&R 6.47)

4.23.2 No portion of a Lot (including the garage) may be used to store fuel or lubricants other than for personal use in amounts that are customarily stored by other Owners within the Project. (CC&R 9.9[H])

4.24 Mailboxes

4.24.1 Community mailboxes are provided by the United States Post Service.

4.24.2 No personal mailboxes or other mail receptacles of any kind or nature shall be placed or utilized upon any Lot. (CC&R 6.49)

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4.25 Exterior Colors/Textures

- 4.25.1 Changing the exterior painting color(s) or retexturing existing buildings must be submitted to the ARC for approval. However, painting the same color as existing does not require ARC approval, but is subject to ARC approval. (CC&R 1.27; CC&R 6.4)
- 4.25.2 In no case will white or colors approaching the primary range (red, blue, and yellow) be allowed as exterior colors. All exterior finishes (including paint colors, stucco, trim, stone, wood, roof, pavers, and concrete) must be submitted as actual samples to the ARC for approval before the installation or application of any finish materials. All materials should be submitted at the same time.

4.26 Drainage

- 4.26.1 No Owner shall erect, construct, maintain, permit or allow any fence, landscaping or other Improvement or other obstruction or alteration of any grading that would interrupt the normal drainage of the Lot or land from its natural or improved state, or cause or facilitate drainage from such Owner's Lot onto another Lot. (CC&R 6.21)
- 4.26.2 Site grading and drainage must occur with minimum disruption to the lot, without altering natural drainage patterns as runoff leaves the lot, and without causing conditions that could lead to unnecessary soil erosion.

4.27 Overwatering.

- 4.27.1 Unreasonable Overwatering of a Lot or landscaping on a Lot is prohibited. (CC&R 6.51)

4.28 Walls/Fences

- 4.28.1 All walls, fencing, and hedges greater than 18" in height require approval from the ARC, before installation. Walls or fences (other than Boundary Fences and Perimeter Walls) located on a Lot shall be maintained, repaired and replaced by the Owner of the Lot; (CC&R 9.8[A])
- 4.28.2 No fence, hedges or walls shall be erected or maintained on any Lot in the Open Yard without the prior written approval of the Architectural Committee. In no case will fencing or a wall be allowed in an easement or consist of reflective material. However, Private Yard walls, fences or hedges do not require ARC approval as long as wall or fence is not Visible From Neighboring Property. (CC&R 6.9, CC&R 6.13)
- 4.28.3 Walls, retaining, and privacy, are permitted, but must not exceed six feet in height in the rear yard and four feet in the front yard. However, front yard fences may exceed four feet if they are a minimum of 80% open (TOC 4-080). Any wall or fence requires a permit from the Town of Clarkdale.
- 4.28.4 Retaining walls that are visible from an adjoining street or outside the building envelope may not exceed four feet (4') in height and must be stacked block or rock, or a block wall painted with a color approved by the ARC or stucco or rock facing.
- 4.28.5 Boundary Fence repair, maintenance, and Owners' rights and duties are covered by CC&R 9.7.

4.29 Swimming Pools or Spas

- 4.29.1 In-ground swimming pools or spas must be located completely within the back Yard of the Lot and shall be so walled or fenced as to prevent uncontrolled access by children from the street or any adjacent property. (ToC 4-060).

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- 4.29.2 Above-ground pools are allowed if located completely within the back Yard of the Lot and are Screened From View.
- 4.29.3 Above-ground spas or hot tubs are only permitted in the Private Area of the back Yard of the Lot and if not fenced or walled, must have a cover to prevent uncontrolled access by children from the street or any adjacent property.

5 Vehicles and Parking

5.1 Personal Vehicles

- 5.1.1 Except with the prior approval of the Architectural Committee, no mobile home, motor home, trailer, truck with a capacity of more than three-quarter tons, camper, boat or any other type of Recreational Vehicle, or vehicle displaying a substantial amount of commercial advertising, shall be kept, placed, maintained, constructed, reconstructed or repaired within the Project. (CC&R 6.26)

5.2 Commercial Vehicles

- 5.2.1 Except as provided in this section below, Commercial Vehicles may not be parked or stored upon a Lot or anywhere else within the Project. An Owner may make a written request to the Board for the approval to store or park a particular Commercial Vehicle within the Project, and the Board may approve the storage or parking of the Commercial Vehicle in the Project as established below. Commercial Vehicles that are approved for parking or storage on the Lot may be parked within the Project only so long as they are operable and parked:
 - (i) within a fully enclosed garage located on the Owner's Lot;
 - (ii) in the driveway of the Lot on a nonrecurring and temporary basis;
 - (iii) in a Side Yard Parking Area that is Screened From View, or
 - (iv) on any public or private street within the Project only on a nonrecurring and temporary basis. (CC&R 9.9[D])
 - 5.2.2 The Board need not approve the parking of any or all types of Commercial Vehicles, and similar types of Commercial Vehicles may be approved for parking in Side Yard Parking Areas of one Lot but not on other Lots. (CC&R 9.9[D])
 - 5.2.3 Any Commercial Vehicle parked in violation of these restrictions may be towed by the Association at the sole expense of the owner of the vehicle if the vehicle remains in violation of these restrictions for a period of 24 hours from time a notice of violation is placed on the vehicle, and neither the Association nor any of its officers or directors will be liable for trespass, negligence, conversion or any criminal act by reason of towing the vehicle. (CC&R 9.9[D])
- ### 5.3 Driveway Parking
- 5.3.1 Personal Vehicles that cannot be parked in the garage located on the Lot may be parked in the driveway so long as the Personal Vehicles are operable and are, in fact, operated from time to time. (CC&R 9.9[G])

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5.4 On-Street Parking

- 5.4.1 On-street parking of vehicles will be restricted as much as reasonably possible. However, parking on streets or other areas in the Project for public or private social events or other permitted activities is allowed only on a temporary and nonrecurring basis. (CC&R 9.9[C])
- 5.4.2 Notwithstanding any less restrictive local or municipal codes, ordinances or stipulations, Personal Vehicles including vehicles of all Owners and residents, and of their family members, employees, guests, tenants, and invitees, may be parked in any public or private street within the Project only on a nonrecurring and temporary basis, and no other on-street parking is permitted within the Project. (CC&R 9.9[G])
- 5.4.3 Whenever an Owner or the Owner's occupants have questions regarding the use or parking of certain types of vehicles within the Project, they should consult with the Board or Architectural Committee prior to parking vehicles within the Project. (CC&R 9.9[B])

5.5 Side Yard/Enclosed Side Yard Parking

- 5.5.1 The Architectural Committee or Board will be the sole and absolute judge as to what constitutes a Side Yard and an Enclosed Side Yard in accordance with the Declaration. (CC&R 1.50)
- 5.5.2 Prior to installation of any Side Yard Parking Area on a Lot, the Owner must submit to the Board for approval complete plans and specifications for the width, depth, design, location, composition or appearance of the Side Yard Parking Area. (CC&R 9.9[F])
- 5.5.3 Parking in a Side Yard without approval of the Architectural Committee is prohibited. In no case shall a vehicle of any type be allowed to park on an area of a Lot that is not improved.
- 5.5.4 Not all Lots are suitable for Side Yard Parking Areas, and some Lots may not be suitable for Side Yard Parking Areas even though they are similar in size to other Lots with Side Yard Parking Areas because of Lot location, Lot configuration, view orientation, streetscape, and similar aesthetic reasons, in the sole and absolute discretion of the Board. (CC&R 9.9[F])
- 5.5.5 The approval by the Architectural Committee or the Board of a Side Yard Parking Area should not be construed as the approval to park or store Personal Vehicles, Commercial Vehicles or Recreational Vehicles in the Side Yard Parking Area. (CC&R 9.9[F])

5.6 Recreational Vehicle/Trailer/Boat Parking

- 5.6.1 Temporary parking of a motor home or other Recreational Vehicle that is Visible From Neighboring Property is limited to 48 hours at a time within a one-week period, and such vehicles shall not be used for on-site camping.
- 5.6.2 Recreational Vehicles, trailers, or boats may be kept on an Owner's Lot without time limitation or approval if it is Not Visible From Neighboring Property, or is appropriately Screened From View as determined at the sole and absolute discretion of the Architectural Committee or Board. Recreational Vehicles, trailers, or boats that are Visible From Neighboring Property may not be stored or parked on a Lot, in a driveway of a Lot, on any public street, or anywhere else within the Project. (CC&R 6.26, CC&R 9.9[E])

5.7 Unimproved Lot Parking

- 5.7.1 Parking of any vehicle on an unimproved Lot is not permitted without the written consent of the Lot Owner.

6 LEASES/RENTALS/BUSINESSES

6.1 Leasing/Rental

6.1.1 Any Owner who leases his Residence shall promptly notify the Association and shall advise the Association of the time period of the lease, the name and contact information for any adults occupying the property, the time period of the lease, including the beginning and ending dates of the tenancy, and a description and the license plate numbers of the tenants' vehicles. (CC&R 6.3, A.R.S. 33-1806.01)

6.2 Terms of the Lease

6.2.1 No renting or leasing of a Dwelling Unit (hereafter referred to as a "Lease") shall be permitted for less than a twelve (12) month period, other than to a member of family of Lot Owner (CC&R 11.13)

6.2.2 Any Lease shall provide that the terms of such Lease shall be subject in all respects to the provisions of the Declaration, the Articles, the Bylaws, the Association Rules, the Architectural Rules and applicable agreements between the Association and any state, local municipal or federal agency. (CC&R 11.13)

6.2.3 Said Lease shall further provide that any failure by the tenant thereunder to comply with the terms of the foregoing documents shall be a default under the Lease. (CC&R 11.3)

6.2.4 All Leases shall be in writing. Any Owner who shall lease or rent his Dwelling Unit shall be responsible for assuring compliance by such Owner's tenant with the Project Documents, and shall be jointly and severally responsible for any violation thereof by his tenant. (CC&R 11.13)

6.3 Businesses

6.3.1 An Owner may conduct a business activity within a Lot so long as the existence or operation of the business activity (a) is not readily apparent or detectable by sight, sound, or smell from the exterior of the Lot, (b) conforms to all zoning requirements; (c) is consistent with the residential character of the Project, and (d) does not constitute a Nuisance or a hazardous or offensive use including, without, limitation, excessive or unusual traffic or parking of vehicles in the vicinity of any Lot or the Common Area as may be determined in the sole and absolute discretion of the Board. (CC&R 6.3)

6.4 Timeshare and/or Shared Occupancy Arrangements

6.4.1 Timeshares or Shared Occupancy Arrangements are not allowed. (CC&R 6.41)

6.4.2 No renting or leasing of a Dwelling Unit shall be permitted if to, pursuant to, or facilitated by, a vacation club, fractional ownership arrangement, Timeshare arrangement, any similar entity, program or arrangement, or any other entity, program or arrangement that involves or facilitates occupancy sharing arrangements involving more than one (1) Single Family. Any renting or leasing arrangement in violation of such prohibition shall be void and of no force or effect. (CC&R 11.13)

7 VIOLATION, ENFORCEMENT/FINES

- 7.1 Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in the Project Documents. (CC&R 11.8)
- 7.2 Every act or omission whereby any provision of the Project Documents is violated in whole or in part is hereby declared to be a Nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant, the Association or any Owner. (CC&R 11.7)
- 7.3 A violation of the Project Documents may be determined by receipt of complaint from an adjacent neighbor, or by the Board in its sole discretion.
- 7.4 In the event an Owner fails to maintain of any portion of the Lot or Improvements located thereon in accordance with the Project Documents, as determined via an inspection from the street by a member of the Board of Directors, ARC, or receipt of complaint from an adjacent neighbor, a 14-calendar day Courtesy Notice to correct the violation will be given to the Owner. The Courtesy Notice will identify specifics of the noncompliance, including the date identified and the section of the Project Documents to which the noncompliance is found. If the violation is corrected, there will be no further contact from the Executive Board.
- 7.5 On the fifteenth day, if the violation has not been corrected a formal Notice of Violation will be issued, allowing a 30-calendar day period to correct the violation.
- 7.6 The Owner has 21 calendar days to contest the violation by sending a certified letter to the Association. The Association has 10 business days to respond to the certified letter from the Owner.
- 7.7 On the 31st calendar day, regardless of whether or not the Association has responded to a certified letter from the Owner the first fine (Assessment) of \$15.00 will be imposed for failure to correct the violation. A Notice of Failure to Correct/Notice of Fine Imposed will be issued. The fine is due and payable immediately upon receipt of the Notice of Failure to Correct/Notice of Fine Imposed.
- 7.8 Starting on the 32nd calendar day, if the violation has not been corrected, additional fines (Assessments) of \$20.00 per day will be imposed and continue to accrue until such time the violation is corrected or lien satisfied, if applicable.
- 7.9 When an Owner is 15 days in arrears of the payment of any notice of violation, the Owner's right to vote as a Member of the Association shall be suspended and remain suspended until all payments are brought current. In the event any Owner is in default of any non-monetary obligation of the Project Documents and remains in default more than 15 days after notice from the Association to cure same, said Member's right to vote shall be suspended until said default is cured. (CC&R 4.9)

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- 7.10 An Assessment Lien may be levied upon any nonpayment of an Assessment by an Owner. The Assessment Lien therefor shall not be foreclosed until the Member has been given not less than 10 days written notice prior to such foreclosure that the Assessment or any installation thereof is more than ten (10) days in arrears and of the amount owing. The Association shall be under no duty to refund any payments received by it even though the ownership of a Lot changes during an Assessment Period but successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners. (CC&R 5.8)
- 7.11 Notwithstanding the foregoing, or anything herein to the contrary, charges for the payment of Assessments shall not exceed the maximum amount allowed by law. (CC&R 5.9[A])

8 ANNUAL ASSESSMENTS

- 8.1 The Board of Directors has established the annual Assessment Period for which the Annual Assessment for each Lot is to be levied as the calendar year from January 1 through December 31 of each year. (CC&R 5.6)
- 8.2 The Board shall endeavor to send a bill by giving notice of the Annual Assessment to each Owner at least thirty (30) days prior to the beginning of each Assessment Period, but the failure to give such notice shall not affect the validity of the Annual Assessment established by the Board nor relieve any Owner from its obligation to pay the Annual Assessment. (CC&R 5.2[B])

9 EVIDENCE OF PAYMENT OF ASSESSMENTS

- 9.1 Upon receipt of a written request by a Member or any other Person, the Association, within a reasonable period of time thereafter, shall issue to such Member or other Person a written certificate stating that all Assessments, interest, and other fees and charges have been paid with respect to any specified Lot as of the date of such certificate, or if all Assessments and other amounts have not been paid, the amount of such Assessments, interest, fees and charges due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which charge must be paid at the time the request for any such certificate is made. (CC&R 5.10)

10 TRANSFER FEE

- 10.1 Each Person who purchases a Lot from a Person other than Declarant or an Affiliate of Declarant shall pay to the Association immediately upon becoming the Owner of the Lot a transfer fee in an amount equal to one-sixth (1/6th) of the Current Annual Assessment for the Lot. (CC&R 5.14)

11 DECLARANT RIGHTS

- 11.1 Declarant or an Affiliate of Declarant has additional specific rights and privileges found in the Project Documents.